



Rhode Island

Airport Corporation

Collective Bargaining Agreement

July 1, 2021 – June 30, 2024

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MEMORANDUM OF AGREEMENT

This Agreement is hereby entered into this ____ day of _____ 2022, by and between the Rhode Island Airport Corporation, hereinafter referred to as the Airport Corporation or RIAC, and Rhode Island, Council 94, AFSCME, AFL-CIO, hereinafter referred to as the Union.

PURPOSE

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

TERM

This Agreement shall be effective July 1, 2021, and shall remain in effect for a period of three (3) years, through and including June 30, 2024.

ARTICLE 1 RECOGNITION

- 1.1 The Airport Corporation hereby recognizes the Union for the purposes of this Agreement as the sole and exclusive bargaining agent with regard to wages, hours, and working conditions for all Airport Corporation employees in positions included within the bargaining units that Rhode Island Council 94, AFSCME, AFL-CIO is currently certified to represent by the decisions of the State Labor Relations Board.

Upon termination of the Council 94 certification for either of the bargaining units, the provisions of this Collective Bargaining Agreement shall be automatically terminated. The terms of this Collective Bargaining Agreement are non-transferable and non-assignable. Currently, Council 94 represents the following certificate numbers:

EE-1778 R & F - Rank & File
EE-2060 SUPV – Supervisory

Up to three (3) Executive Assistants to the Senior Vice Presidents are not included in the Bargaining Unit.

ARTICLE 2
NON-DISCRIMINATION CLAUSE

- 2.1 The Airport Corporation and the Union agree not to discriminate against any member of the bargaining units covered by this Agreement because of race, color, sex (including pregnancy status and sexual harassment), religion, ancestral origin, disability, marital status, age (40+), sexual orientation or gender identity/expression, political beliefs, or affiliations and/or membership in any lawful organization.
- 2.2 The Union shall not discriminate against any employee in the administration of this Agreement because of non-membership in the Union.
- 2.3 The Airport Corporation agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of their right to bargain collectively through the Union, or on account of their membership in, or activities on behalf of, the Union.
- 2.4 The Airport Corporation and the Union agree to establish a committee consisting of representatives from both sides to continue to explore affirmative employment action and, if possible, to enter into a letter of understanding.
- 2.5 Nothing in this Agreement shall be construed so as to prevent compliance with any obligation imposed by the Americans With Disabilities Act of 1990.

ARTICLE 3
UNION SECURITY & DUES DEDUCTION

- 3.1 The Director of Human Resources shall deduct Union dues from the wages of all members within the respective bargaining units.
- 3.2 In those bargaining units in which the Union has been certified as the exclusive bargaining agent, only the dues for the sole and exclusive bargaining agent shall be deducted. Membership in the Union may be determined by each individual employee.
- 3.3 All non-members of the exclusive bargaining organization shall pay to the exclusive organization a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said organization.
- 3.4 The Director of Human Resources shall forward all deductions covered by this agreement to Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO on a bi-weekly basis.
- 3.5 The Airport Corporation shall deduct back dues from any arbitration award in the case of a suspension or discharge which has been overturned by an arbitrator, and shall remit the amount to the Union.

- 3.6 The Airport Corporation recognizes the Union's ability to increase dues lawfully and in accordance with its constitution and by-laws, and upon written representation by the Union that dues have been lawfully increased and in accordance with its constitution and by-laws, the Airport Corporation agrees to adjust the amount of dues deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee, as required by law. The Union shall indemnify and save the Airport Corporation harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Airport Corporation in reliance upon the Union's representation that its dues have been lawfully increased and in accordance with the Union's constitution and by-laws or for the purpose of complying with any of the provisions of this Article.
- 3.7 The Airport Corporation shall give written notice to the Treasurer of the Union of all new employees within the respective bargaining units who become eligible for membership in the Union. Said notice shall be given monthly and shall include the employee's name, address, Social Security number, date of hire, classification, work assignment and location.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the Airport Corporation and the employees are vested solely in the Airport Corporation. For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this agreement and consistent with the applicable laws and regulations:
- A. To direct employees in the performance of the duties of their positions;
 - B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees;
 - C. To maintain the efficiency of the operations entrusted to it;
 - D. To determine the methods, means and personnel by which such operations are to be conducted;
 - E. To relieve employees from duties because of lack of work or for other legitimate reasons;
 - F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 5
HOURS OF WORK

- 5.1 It is hereby agreed that there shall be two basic work weeks as follows:
- A. A 35 hour work week (5 consecutive days of 7 consecutive hours) Monday through Friday, exclusive of unpaid lunch period.
 - B. A 40 hour work week (5 consecutive days of 8 consecutive hours) Monday through Friday, exclusive of unpaid lunch period.
- 5.2 A It is recognized that there are now other work schedules peculiar to certain classes of positions, which are recognized by the Airport Corporation and the Union, and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any area, the Airport Corporation shall notify the local union president, and the parties hereto shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in accordance with the seniority provisions of this Agreement. If the hours are not agreed to, then the issue shall be submitted to expedited arbitration. The Airport Police Officers' work schedule is set forth on Appendix E hereto.
- 5.2 B For employees hired after November 1, 2018, it is recognized that there are now other work schedules peculiar to certain classes of positions, which are recognized by RIAC and the union, and such exceptions shall remain in full force and effect. When RIAC has an operational need to change scheduled work hours in any area, the changes shall be restricted to two hours earlier or later and the affected employees must be given 90 days notice. Before imposing such changes, RIAC shall notify the local Union president in writing and the parties shall make a good faith effort to agree mutually on the hours for such schedules. Said schedule changes shall be imposed according to seniority. At the time when the need for the schedule changes cease, the affected Union members may return to the original schedule. This provision would not be used to convert full-time employees to part-time. Any changes above 2 hours will be governed by the provision of 5.2. A.
- 5.3 Employees who work at least sixteen hours a week shall be entitled to fringe benefits on a pro-rata basis in accordance with the present practice.
- 5.4 Employees shall be granted a fifteen minute coffee break during the first half and the second half of their work day. All employees shall be granted a meal period of not less than one-half hour duration nor more than one hour duration during each work day to be determined by the work day schedule that applies.
- 5.5 Shift hours, upon being scheduled will be posted. Wherever time clocks are used in any bargaining unit, they must be used by all personnel in a classification within a bargaining unit or no one. Time clocks will be used to track the start and end of an employee's shift

as well as accruals such as sick, personal, vacation, vacation 2, etc.

- 5.6 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the Airport Corporation, by reason thereof, to take time off to equalize their working hours.
- 5.7 When an employee is required in writing by the appointing authority or a designee to work in a higher class of position for a period of more than three consecutive working days, such employee shall receive the lowest salary rate of that higher class, which will provide a pay increase of at least one step over their present rate retroactive to the first day of such assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within twenty-four hours of said direction, and an employee may refuse such assignment if said employee does not receive such written notice or authorization.

5.8 A Employees of the Airport Police, Operations, Building Maintenance, ARFF, Departments and Administrative/Accounting Positions:

Management, in its sole discretion, may change an employee's work schedule on a temporary basis, provided that the employee will be given seven (7) days' advance notice of such change. An employee will only be required to change their normally scheduled hours temporarily for a maximum of eight (8) days annually, not to include Christmas Eve or holidays. Annually refers to a calendar year (January 1st – December 31st.) When a day is scheduled for flexibility, if cancelled 48 hours or more prior to the scheduled temporary change, it will not count towards the eight (8) flexible days. Periods of time exceeding eight (8) days annually will be allowed if agreed upon by the employee, Union and Management. Further, such temporary changes in schedule shall not interfere with a scheduled and approved vacation pick. Where feasible, temporary schedule changes will be incurred on a rotating basis based on primary seniority starting at the lowest senior qualified employee.

5.8 B Employees of the Airfield Maintenance, Garage, and Electrical Departments:

Management may change any employee's work schedule on a temporary basis, provided the employee will be given at least thirty-six (36) hours advanced notice of such change. An employee will only be required to change their normally scheduled hours temporarily for a maximum of six (6) days annually. Annually refers to a calendar year (January 1st – December 31st.) When a day is scheduled for flexibility and needs to be cancelled, notice will be given as soon as practical. Periods of time exceeding six (6) days annually will be permitted if mutually agreed between the employee and management.

Employees will not be flexed the day before or after a contract recognized holiday, Halloween or during the weeks of school vacation (for children under 18, not to include summer vacation) unless mutually agreed upon between the employee and management. Where feasible, temporary schedule changes will be incurred on a rotating basis based on primary seniority starting at the lowest senior qualified employee.

5.9 Compressed Work Week For Union Administrative Staff

A. Purpose

A compressed work week schedule is to assist employees with work/life balance, and will be enacted at the agreement of the Airport Corporation and the Union.

B. Eligibility

Those employees both rank and file and supervisory, not deemed critical to operations and on a five day work week of either 35 or 40 hours shall be eligible. Participation is to be decided based on the operational requirements of the department(s). Under no circumstances shall participation be denied in an arbitrary manner. Management reserves the right to cancel or suspend the use of such a schedule for any employee who experiences performance problems deemed to be related to the new schedule. RIAC reserves the right to suspend, cancel or amend this policy at any time.

C. Schedule

A compressed schedule will consist of four ten-hour days for those employees on a forty-hour work week or three nine-hour, and one eight hour day for those on a thirty five hour work schedule. Compressed schedules are to be coordinated and mutually agreed upon with the employee and his or her direct supervisor. Each Department or operation must be covered during the core business days/hours (M-F, 8:30am – 5pm). Hours of work should be between the hours of 7am-7pm.

D. Overtime

An employee working a compressed work schedule shall be eligible for overtime only for those hours worked in excess of forty-hours or thirty-five hours. Hours which are paid for, but not actually worked, including vacation and personal time, shall be counted as hours worked for purposes of overtime.

E. Employees working a compressed work schedule shall not be eligible for shift differential.

F. Holidays, Sick Time and Vacation

When a holiday falls on a regularly scheduled work day the employee shall revert to the traditional 5-day work week schedule.

G. Vacation and sick time accruals will not change and shall be expended in the same manner as the schedule worked.

H. The following employees shall be eligible for this program subject to the above provisions: Project Accountant, Grants and Contracts Administrator, Senior Administrative Assistant, Procurement Specialist, Accounting Clerk, Accounting Clerk – Fixed Assets, CADD Technician, Secretary/Receptionist, Security ID Coordinator, Administrative Assistant II, and Administrative Assistant.

ARTICLE 6
SALARY SCHEDULE

6.1 WAGES:

Retroactive to July 1, 2021, wages shall be increased by 2.5% and payable in the first full pay period following ratification by the Union and the Airport Corporation board;

Effective July 3, 2022, wages shall be increased by 3%

Effective July 2, 2023, wages shall be increased by 3%

A \$3,000 bonus shall be paid in the first full pay period following ratification by the Union and Airport Corporation board in a separate payment.

6.2 For employees hired prior to June 30, 2010, an employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the probationary period which shall be six (6) months and shall receive an additional one-step increase each year thereafter in their classification until they have reached the maximum of their grade.

6.3 Airport Police candidates that need to attend the Municipal Police Academy shall be paid at pay grade 303G until they successfully graduate from the academy and complete the RIAC Field Training Officer (FTO) program. Upon completion of the requirements they shall be moved to the Airport Police (Patrol officer) pay grade of 324.

6.4 Each employee who has successfully completed four (4) RIAC Education Units as defined below shall be entitled to a one-time 2.5% increase above their current base pay.

A. 1/2 RIAC Education Unit equals: A course which is 15 hours to 24 hours in duration.

B. 1 RIAC Education Unit equals: A course which is 25 hours to 60 hours in duration. A three (3) credit college course. The hours credited to a course shall include class time only. In addition to prior approval of the course by the Director of Human Resources, the employee must present evidence of attendance and successful completion of the course hours to receive credit. Undergraduate college courses must be passed with a grade of C or better; graduate courses must be passed with a grade of A or B.

6.5 Classification title and grade levels shall be as set forth in Appendix B, Salary Schedules and Grade Levels. RIAC, at its sole discretion, may start a newly hired employee at a salary step other than "entry" but not to exceed "60 months" step, provided that salary step is not above what any current employees in that classification is being paid.

6.6 Employees who work the second or third shift will be paid on Wednesdays, if possible.

ARTICLE 7
SHIFT DIFFERENTIAL

- 7.1 The "evening tour of duty" shall mean those hours worked between the hours of 3:00 p.m. and 12 midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 p.m. and 8:00 a.m. Employees whose scheduled hours are 7 a.m. to 3 p.m. or 8 a.m. to 4:30 p.m. shall not receive shift differential for the 7 a.m. to 8 a.m. hour or the 3 p.m. to 4:30 p.m. hour and one half.
- 7.2 All employees 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 work week during the evening tour of duty or during the night tour of duty shall be compensated an additional seventy-five (75) cents an hour over the rate prescribed for the classification in which their work is performed for all hours of the work week.
- 7.3 Any full-time employee who is assigned to work during the evening tour of duty or the night tour of duty for less than the sixteen (16) hours or the fourteen (14) hours mentioned in Section 7.2 of this Article, shall be compensated for the hours actually worked at the rate of shift differential provided herein.
- 7.4 Any employee assigned to the day shift and required to work on the evening shift, in addition to working their daily assigned work shift, shall be compensated for the hours worked on the second shift at the rate of time and one-half their normal hourly rate without regard to any added shift differential pay.
- 7.5 Any employee assigned to the day shift, who is required to change that schedule to work an evening or night shift in place of that employee's regularly scheduled hours, shall receive shift differential pay for such evening or night shift hours actually worked.
- 7.6 Any employee who normally works an assigned evening tour of duty who is requested to work the day shift following the completion of an evening tour of duty will be compensated for those additional hours of work assigned by receiving time and one-half for those additional hours worked at the employee's base rate of pay, if overtime payment requirements have been met.

ARTICLE 8
OVERTIME

- 8.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the Airport Corporation, the Executive Director or designee may direct or authorize overtime work.
- 8.2 Overtime work shall be defined as the required performance of work in excess of the established work week.

- 8.3 Time and one-half shall be paid in each and any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime.
- A. All work performed in excess of forty hours and, in those classes of position in which it is applicable, all work performed in excess of thirty-five hours in any week, with the following exceptions:
- a. When funds become unavailable within a department to pay cash for work performed between thirty-five and forty hours for employees on a thirty-five hour work week, compensatory time shall be credited to the affected employee at the rate of one and one-half times such hours. However, in any event, an employee may elect to take compensatory time in lieu of cash for the hours between thirty-five and forty.
 - b. ARFF members will be paid overtime for all hours worked in excess of forty-two (42) hours based upon an average workweek. An average workweek shall be calculated utilizing the prior consecutive eight (8) week period, based upon a seven (7) day workweek. For the purposes of this section, "hours worked" shall include all paid leave.
- 8.4 {Reserved}
- 8.5 Overtime work is to be made a matter of record and distributed fairly and equitably among employees eligible for and capable of performing the work in their respective division and class of position. A record of overtime work will be furnished to the Union at the close of each pay period.
- 8.6 Hours which are paid for, but not actually worked, excluding sick leave, shall be counted as hours worked for purposes of overtime compensation; provided, however, sick leave shall be counted as hours worked for purposes of computing overtime when calculating overtime associated with mandatory overtime and K-9 care. Snow removal duty with less than eight (8) hours notice will be calculated as mandatory.
- 8.7 Overtime shall be offered to employees eligible for overtime on the basis of their seniority in their classification within the unit in which they are employed. An employee offered overtime will be excused at their request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until their name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and unit in which overtime work is assigned voluntarily accept the assignment, the Airport Corporation may direct and require employees within the classification and division to perform the work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union at its request.
- 8.8 No employee shall be required to work more than sixteen consecutive hours except in a state or airport emergency. In such an emergency, employees shall be paid double time

for actual hours worked in excess of sixteen consecutive hours; employees will remain on double time until released from said emergency or at the end of their regularly scheduled shift. In no event shall a member of the ARFF Department earn double time under Articles 8.8 or 8.10 unless a) working in a non-ARFF capacity or b) having worked forty-eight (48) consecutive hours in the ARFF department.

- 8.9 It is agreed that when it becomes necessary for the efficient business of the Airport Corporation, Administration and Finance personnel may complete their work at home. Any employee performing work at home shall have the approval of the appointing authority. At home work shall be defined as work required of an individual, whose responsibility it is to complete. The assignments going home should be exclusive to the person whose responsibility it is to complete. In extraordinary cases where deadlines must be met and the individual whose responsibility it is cannot complete the assignment during regular work hours, that employee may take it home and complete it at a more convenient time. The employee shall have the right to refuse to work at home if the employee is not provided with all the necessary tools needed to complete the task. There shall be no liability on the part of the employee for loss or accidental damage to any equipment that may be brought home for the purposes of completing the assignment. All work performed at home in excess of thirty-five (or forty) hours shall be compensated at time and one half.
- 8.10 Snow removal. The Airport Corporation will pay double time for all hours worked in excess of sixteen (16) for a state or airport emergency, and snow removal or snow emergency responsibilities will be added to the following classifications: Airfield Technicians I & II, Airport Operations Specialists, Carpenter, Diesel Mechanics I & II, Electricians, Gardener, HVAC Technicians, Janitor, Labor Foremen, Laborer, Maintenance Repairmen, Painter, Plumber, Semi-Skilled Laborer, Senior Maintenance Technician, Airfield Supervisor, Building Maintenance Supervisor, Maintenance Superintendent, Electrical Supervisor, Automotive Service Supervisor.
- 8.11 All overtime for snow removal will be offered in a fair and equitable manner on the basis of seniority and an employee's ability to perform the required duties. There will be one designated master list for snow removal overtime which will include the following classifications: Airfield Technicians I and II, Carpenter, Diesel Mechanics I and II, Electricians, HVAC Technicians, Plumber, Senior Maintenance technician, Airfield Supervisor, Building Maintenance Supervisor, Electrical Supervisor, Automotive Service Supervisor and the Safety Training and Equipment Officer.

ARTICLE 9

HOLIDAYS

- 9.1 The following shall constitute the official holidays for the purpose of this Agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any day which the Governor or the General Assembly designates as a holiday.

- 9.2 If a holiday falls on a regularly scheduled work day, the employee shall be entitled to the day off and shall be credited with the number of hours in the employee's regular work schedule for the day.
- 9.3 Whenever an employee is required to work on a holiday which falls on the employee's regularly scheduled work day, that employee may be given a mutually agreed upon subsequent day off on a day that does not create overtime. An employee shall be compensated for any unused holidays in a payroll year in the first pay period in December. The hours actually worked shall be compensated at the rate of one and one-half times.
- 9.4 When any holiday shall fall on a scheduled day off within the scheduled work week of any employee, that employee may be given a mutually agreed upon subsequent day off on a day that does not create overtime. An employee shall be compensated for any unused holidays in a payroll year in the first pay period in December.
- 9.5 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged vacation leave for absence on that date.
- 9.6 In the event that any holiday listed in Section 9.1 is eliminated by legislative action and a new holiday is not substituted for the holiday that was eliminated during the same legislative session, the Airport Corporation agrees to add one additional day of Personal Leave.
- 9.7 When one of the floating holidays (New Year's, July 4, Veterans Day or Christmas Day) falls on a Saturday or a Sunday, employees who work on the actual day of the holiday shall be compensated in accordance with Article 9.3.

ARTICLE 10 SPECIAL TIME OFF

- 10.1 Whenever it appears desirable, in the best interest of the Airport Corporation and its employees, to allow collective absence from duty, the President/ CEO will decide who are essential and non-essential personnel. Non-essential personnel may be excused from work and will be allowed to discharge personal, sick or vacation time. Employees may only discharge a maximum of two (2) sick days per year for such events.

ARTICLE 11 SENIORITY

- 11.1 The parties agree to recognize seniority as defined in the following manner:

Primary seniority is the length of service within a class of position.

Secondary Seniority is the length of service in which an employee has worked in the next

lower rated position in the classification hierarchy.

Total Seniority is the length of service in which an employee has worked for the State and the Airport Corporation.

- 11.2 It is hereby agreed that the parties hereto recognize primary seniority in all cases of shift preference, days off, floats, relief assignments, vacation time, holiday time, and location assignments within the same bargaining unit.
- 11.2A Daily assignments and special details will be offered to the most senior qualified employee, based on primary seniority. Qualifications needed for daily job assignments, as well as qualifications of employees, will be determined by Management, which shall not be arbitrary or capricious.
- 11.3 Employees who are transferred as the result of a bid for a transfer under this section shall not be eligible to again be so transferred until four months has expired from the date of the latest transfer. The limitation of four months, however, shall not apply to employees in classifications that may require work in a schedule other than the normal seven or eight hour day and the Monday through Friday daily work schedule.
- 11.4 All new and vacant positions to which recruitment is to be initiated (1) shall be posted on bulletin boards in all work areas within the bargaining units for a period of seven calendar days, (2) notice of such vacancies shall be sent to the Union at the time of the posting, and (3) the list of said vacancies shall also be sent to the President of Local 2873 at the time of posting. Employees who apply for such vacancies shall make a request in writing to the appropriate administrative officer of the unit where the vacancy exists not later than three days after the posting period has ended. RIAC will attempt to fill posted positions within 60 days of the completion of the selection process.
- 11.4A. All new and vacant positions shall be filled from within the Bargaining Unit wherein the new or vacant position exists from the top ranked employee on the certified list.
- 11.4B. All non-competitive positions, to which the parties agree, shall be filled by the top seniority bidder from within the Bargaining Unit.
- 11.4C. If no bids are submitted from any member represented by Local 2873, then the Airport Corporation has the right to fill from outside the bargaining units covered by this Agreement.

For the purpose of carrying out the provisions of this Article 11.4, the bargaining units, EE numbers 1778 and 2060, shall be considered one bargaining unit.

11.4D. APPOINTMENT PROCEDURE:

- 1. Any position in the bargaining unit which requires a test shall be announced and posted in all work areas thirty (30) days in advance; except when study materials need to be procured and are not provided by RIAC. Forty-five (45) days notice

will be provided if study materials need to be procured. All tests shall be administered during work hours.

2. The tests shall be specific to the basic job duties and responsibilities as outlined in the official job description for that classification. All questions shall be multiple choice and/or true and false. The passing score for all tests shall be 70%.
3. The Director of Human Resources shall administer the test. The Director of Human Resources shall insure that the test is free from bias and discrimination. The test should be a nationally recognized standardized test. When no standardized test exists for the position, an attempt shall be made to obtain tests or questions from another airport, or to have experts from outside RIAC review tests which are written by management.
4. The following positions will not require testing and will be based upon seniority, provided the requisite license or certification is present: Electrician, HVAC Technician, Plumber, Airfield Tech I, Airfield Tech II, and Airport Electronics Technician.
5. The following positions require a written test and oral interview: Crash Rescue Officer and Crash Rescue Officer - EMT (job related physical fitness test required), Law Enforcement Officer (Including a physical agility test, psychological test and job related physical fitness test), Airport Operation Specialist, Senior Airport Operation Specialist, ARFF Captain and ARFF Captain - EMT, ARFF Lieutenant and ARFF Lieutenant - EMT (job related physical fitness test required), Police Lieutenant and Sergeant (job related physical fitness test required), Police Inspector, Diesel Mechanic I and II, Senior Maintenance Technicians, Airport Communications Dispatcher, Principal Civil Engineer, CARD Technician. The use of job related physical fitness test to determine eligibility for promotion will be pursuant to the provisions of the section of this Agreement covering Physical Fitness Program.
6. The following positions require an oral interview only: Electrical Supervisor, Manager of Building Maintenance, Airfield Supervisor, Building Maintenance Supervisor, Chief Aeronautics Inspector, Aeronautics Inspector, Manager of Airfield Operations, Manager of Maintenance, Supervisor of Automotive Services, Grants and Contracts Administrator, Procurement Specialist, Safety and Training Officer and Airfield Tech II – General Aviation.
7. The following positions require practical test and oral interview: Senior Word Processor, Secretary/Receptionist, Secretary/Receptionist (Supplies), Senior Word Processor/Buyer, Principal Clerk Typist, Planning and Engineering Tech, Senior Administrative Assistant, Administrative Assistant, Administrative Assistant II, Carpenter, Accounting Clerks (all positions), Project Accountant.

The method of testing shall include the following:

- a. Written Test only 100%
Oral Interview only 100%
- b. Written Test/Oral Interview: Written 75%-Oral 25%
Practical/Oral Interview: Practical 75%-Oral 25%

8. Whenever the oral interview is to be administered, the following Interview Board shall be assembled:

- Director of Human Resources
- Department Head for the vacant position
- Union Representative – non-voting observer
- One qualified person from outside RIAC
- A manager from the department

9. The content of the oral interview will consider the following:

- The same questions will be asked to each candidate
- The same approximate time will be devoted to questioning each candidate
- The questions shall relate to the classification and the general knowledge required
- The questions shall be written

10. An objective scoring system shall be used for each question and the scoring system shall be announced to the candidates prior to the start of the test. A score of 70% is required to pass the oral interview.

11. Points for seniority shall be granted at the rate of ½ point per year of service up to 20 years.

12. Any list established from a formal test shall be the "certified list" for the tested position. The certified list shall remain in effect for 2 years or until the list is exhausted, whichever comes first, provided, however, that RIAC shall have no obligation to create or maintain for any period of time a "certified list" of external candidates for any tested position.

13. Candidates will be ranked on the list by their score, with the number 1 being the first employee to be appointed to the position. Appointment shall be made off the list in the order of the ranking until the list is exhausted.

- 11.4E. Under the provisions of this article, the Airport Corporation agrees to supply the Union every certified list and amended certified list used for all positions covered by this Agreement and the name of the employee who was appointed to the new or vacant position.

11.4F. Joint Agreement Concerning Filling Temporary Positions both the union and RIAC have a vested interest in:

1. Assuring that operations are conducted in a safe, efficient, businesslike and profitable manner.
2. In as much as practical in a small organization, seeing that employees have career ladders, opportunities to advance and chances to develop professionally while on the job.

General Statement of Intent: Temporary openings - both part and full-time - will be offered to union employees. Management reserves the right to circumvent that intention in the case of emergencies, subject to applicable provisions of this Agreement.

DETERMINING IF TEMPORARY HELP IS NEEDED

During the absence of an employee, or if the department workload increases extraordinarily, the department head shall determine if temporary help is needed by answering the following sequential questions.

1. Can the employees in my department take up the slack and get the job done during the normal workday? If YES, then the work is accomplished. If NO, then ask –
2. Can the work or project be reasonably accomplished by overtime or at home? If so, the contract provides definitive guidance for who should do this and how it should be accomplished. If NO, then
3. Contact the HR Department to obtain temporary help.
4. HR Department to confer with the union.

PROCESS TO FILL TEMPORARY VACANCY

1. Use certified promotion list and offer temporary position to employees in order of listing. If an employee on the certified list turns down an opportunity for a temporary position, that action does not preclude the employee from either taking a temporary appointment at a later time, or assuming the permanent position from that certified list.

If no certified promotion list exists

2. Go to pre-qualified list and offer to senior individual; proceed down the list until filled.
3. If the temporary position is not accepted by a qualified union member, RIAC hires from the outside using any means deemed appropriate.

INTERNAL QUALIFICATION REQUIREMENTS TO BE PLACED ON A PREQUALIFIED LIST FOR TEMPORARY POSITIONS.

1. Employee must have valid, current license: Electronics Technician, HVAC, Electrician, Plumber.
2. Temporary ARFF crewmember must have successful experience as a firefighter, and be qualified as a RIAC ARFF crewmember.
3. Temporary Police must have served successfully on a police force and must be qualified as a RIAC Police Officer.
4. Vehicle licenses required by the job description must be current.
5. For each of the following positions, there will be specific qualifications to be placed on the pre-qualified list:

Procurement Specialist

Experience with procurement administration. Ability to use computer for word processing and spread sheets. With minimal training, be able to use the Oracle system to process RIAC purchase orders.

Accountants

Accounting experience in a business or corporate environment. Computer experience using accounting software, spread sheets, and word processor.

Senior Administrative Assistant

Word processor, spread sheet and project coordination background. Experience dealing with customers and the public.

Administrative Assistant

Experience using a word processor to prepare letters and administrative documents.

Senior Maintenance Technician

Validated experience in the building/construction trades.

Operations Specialist and Senior Operation Specialist

Must have passed RIAC initial training/shift qualifications within the last 6 months

Airport Communications Dispatchers

Demonstrated familiarity with RIAC dispatcher console and security equipment.

Aeronautics Inspectors

Must possess current licenses, certificates, background checks, insurance requirements, logs and records reviews, and required flying hours.

Diesel Mechanic

Must have maintenance experience with large automotive engines.

DURATION OF THE TEMPORARY POSITION

Temporary positions will last no longer than 90 days. At the end of 90 days the employee in the temporary position will return to his or her permanent duties unless management and the union agree to an extension of 90 days or less. When an employee who is in a temporary position returns to regular duties, and if the temporary vacancy still exists, then the position will be offered to the #1 ranked employee on the certified promotion list. If there is no certified promotion list, the temporary position will be offered to the senior employee on the prequalified list it is recognized that a change in operational requirements or the early return of the incumbent may cancel the need for a temporary position. The employee filling a temporary position must be available to work during the normal hours for the position, and the employee must agree to remain in the temporary position for the length of time posted. Upon the conclusion of the temporary appointment, the employee(s) shall return to their regular position and assignment. In the event a temporary Union position is determined to become a permanent position, it must be posted and filled in accordance with the contractual provisions.

ADMINISTRATION

1. Pay will be adjusted per the contract.
2. Temporary duty will not detract from an employee's seniority.
3. Temporary employees may be terminated from the temporary position if they are unable to accomplish the required functions in the judgment of the department head.

In consideration of the foregoing agreement, the Union agrees that unless this mutual agreement or the contract is violated, management will not receive grievances concerning filling temporary vacancies.

- 11.5 The Airport Corporation shall prepare and forward to the Union office of the appropriate bargaining unit a seniority list of employees by class of positions and shall notify the Union of additions and deletions each month, Seniority lists shall be updated each six months.
- 11.6 Employees performing work in the bargaining unit shall not be required to perform work in any agency outside their career field classification, except in an emergency which is

defined herein.

11.7 In the event of lay-offs, employees shall be laid off in the following order according to seniority:

- A. Those with temporary status,
- B. Those with probationary status,
- C. Those with permanent status.

Two weeks' notice of lay-off shall be given to the employees so affected.

- A. Provided further that an employee in 1 or 2 above, who had been previously permanent in the next lower class of position, shall have the right to displace any employee in such next lower class of position based upon greater secondary seniority.
- B. If the employee is unable to exercise Primary Seniority advantageously, the employee may exercise Secondary Seniority within the bargaining unit in the position for which the employee is eligible or which the employee can perform.
- C. If the employee is unable to exercise their primary or secondary seniority advantageously, they may exercise their total seniority in any bargaining unit covered by this Agreement for any position for which they are eligible or they can perform.

11.8 Notwithstanding any other provision in the Collective Bargaining Agreement, the union agrees that RIAC may continue its practice of offering temporary work, which would otherwise create overtime, to available employees on lay-off without resorting to a formal Article 11.9 recall. If no laid-off employees accept the work, RIAC will fill the work in accordance with the Collective Bargaining Agreement.

Recalls:

11.9 Recall of any employee, who has been laid off, shall be in the reverse order of the procedure as stated above for lay-offs. Any person who has held full status, and who has been laid off, shall have their name placed on the appropriate re-employment list.

No appointment may be made to any position covered by the Agreement in a class affected by a lay-off while an employee who has been laid off, is available for certification from a re-employment list.

Employees affected by a lay-off action will be placed on an appropriate preferred re-employment list and shall be recalled in order of seniority as described above.

Job Abolishment

- 11.10A. If an employee's job is abolished, that employee may displace the least senior employee in terms of primary seniority in the same classification within the bargaining unit.
- 11.10B. If the employee is not able to displace as provided above within the same classification, the employee may displace the least senior employee in any classification on any shift in any bargaining unit which Council 94 is certified to represent at RIAC and that employee so displaced, shall be placed on a preferential hiring list by order of seniority and shall be recalled prior to hiring in such affected class. It is understood that an employee may displace under this subsection only those employees who are junior in total seniority.
- 11.11 Employees appointed from employment or promotional lists shall serve a probationary period of six months, during which time the Airport Corporation shall evaluate the employee's performance every sixty days; and at the expiration of the probationary period, unless the Airport Corporation notifies the employee in writing that their services, during the probationary period, have not been satisfactory and that it is desired that they not continue in the position (or receive permanent status).
- 11.12 The probationary period shall mean six (6) calendar months. New police officers shall start their six (6) month probationary period after completing of the FTO program. Police officer's probationary period shall be a total of twelve (12) months.
- 11.13 All new and vacant positions shall be filled within three pay periods after the bidding procedure is completed, and an employee has been selected for the position in question.
- 11.14 Seniority shall be considered broken for the following reasons only:
- A. When an employee has been discharged for just cause;
 - B. When an employee voluntarily terminates their employment;
 - C. When an employee fails to respond to a recall notice;
 - D. When an employee fails to notify the Director of Human Resources of their absence from work within five (5) working days, unless extenuating circumstances prohibit such notice;
 - E. When an employee fails to renew a leave of absence;
 - F. When an employee engages in other work without authorization while on leave of absence;
 - G. When an employee is laid off in excess of three consecutive years.

ARTICLE 12
VACATIONS

- 12.1 No employee shall receive any vacation until such employee has completed thirteen bi-weekly pay periods, but vacation credits shall accrue during such time. ARFF Personnel working 42-hour schedule shall be limited to earning vacation hours equal to those earned by 40 hours per week employees. The following vacation hours are credited on January 1 of each year:

| | <u>35 hr. schedule</u> | <u>40 hr. schedule</u> |
|-----------------------------------|------------------------|------------------------|
| Employees with 6 mos. to 10 yrs. | 14 hours | 16 hours |
| Employees with 10 yrs. to 20 yrs. | 28 hours | 32 hours |
| Employees with 20 yrs. and over | 63 hours | 72 hours |

The remaining entitled vacation is accrued throughout the year.

- 12.2 It is agreed that all employees covered by this Agreement shall receive a vacation with pay according to the following schedule:

YEARS OF SERVICE

35 HOUR / 40 HOUR SCHEDULE

- | | |
|---|-----------------------|
| 1) At least 6 mo. but not more than 5 yrs. | 70 Hours / 80 Hours |
| 2) At least 5 yrs. but not more than 10 yrs. | 105 Hours / 120 Hours |
| 3) At least 10 yrs. but not more than 15 yrs. | 126 Hours / 144 Hours |
| 4) At least 15 yrs. but not more than 20 yrs. | 140 Hours / 160 Hours |
| 5) At least 20 yrs. but not more than 25 yrs. | 182 Hours / 208 Hours |
| 6) 25 years or more. | 196 Hours / 224 Hours |

Current employees shall be credited with all prior years of service for the purpose of vacation credits. ARFF Personnel working a 42-hour schedule shall be limited to earning vacation hours equal to those earned by 40-hour per week employees.

- 12.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to their vacation credits, such employee or their estate shall, upon such termination, be entitled to receive full pay for each hour of vacation to their credit as of the date of termination.
- 12.4 The Airport Corporation shall assign vacation leave with justice and equity, and once assigned, such leave shall be posted by the Airport Corporation.
- 12.5 Each employee shall be allowed to take at least two consecutive weeks of vacation at some time during the calendar year.
- 12.6 Should a question arise between employees as to when their vacation will be taken,

the senior employees shall have preference.

- 12.7 Employees may be allowed to carry over from one year to another not more than the vacation time accrued and credited in one year.
- 12.8 A record of all vacation time due shall be made available to any employee covered by this Agreement in all departments at least every two weeks (as part of the payroll check). A record of all vacation time due shall be given to all employees covered by this Agreement every three months.
- 12.9 For employees hired after October 1, 1998, municipal service will not count toward RIAC benefits.
- 12.10 Vacation hours shall be taken at a minimum of 4-hour increments provided that overtime is required to replace the absent employee.
- 12.11 **ARFF Department vacation guidelines:**

ARFF shall be allowed a) One Officer (Captain or Lieutenant) off per shift and one Firefighter off per shift. The parties understand that notwithstanding any other provisions in the CBA or Policy 3.08, the foregoing time off limits are fixed numbers.

ARTICLE 13 SICK LEAVE

- 13.1 Sick leave with pay shall be granted to employees covered by this agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness or death in the immediate family of the employee (per death) or necessary attendance upon a member of the immediate family who is ill.
- 13.2 Employees whose basic work week is thirty-five hours or in the non-standard category, shall accrue 3.25 hours for each bi-weekly period of service; employees whose basic work week is forty hours, shall accrue 3.7 hours for each bi-weekly period of service. ARFF personnel working a 42-hour schedule shall be limited to accruing 3.7 hours for each biweekly period of service.
- 13.2.1 Short Term and Long Term Disability will cover all employees in the Bargaining Unit.
- 13.2.2 The Corporation agrees to form a committee to evaluate our Short Term and Long Term Disability benefit plan with an understanding that if no mutually agreeable changes are determined, the current benefits will continue. The committee shall consist of two members of the union and two members of management.
- 13.3 When the total accumulation shall amount to 875 hours (125 days) for an employee

assigned to a thirty-five hour schedule or a non-standard schedule and 1000 hours (125 days) for an employee assigned to a forty hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

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

A 35 hour a week employee or a non-standard employee shall be entitled to receive a full pay for 50% of all accrued sick leave over 390 hours, up to and including 630 hours and 75% pay for all accrued sick leave over 630 hours, up to and including 875 hours. A 40 hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours, up to and including 1000 hours.

- 13.4.1 When the service of an employee shall be terminated due to death, the employee's estate shall be entitled to receive full pay at 100% for all earned and accrued sick leave.
- 13.4.2 Employees recalled within two (2) years of lay off will have their sick leave balances restored upon return to work.
- 13.5 The Rhode Island Airport Corporation may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay, but must require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three consecutive working days.
- 13.6 In the event of death in the employee's family, the employee shall be entitled to absence with full pay for:
- A. Four (4) days in the case of the death of a spouse (Including domestic partner), child (including foster or step-child who resides with the employee), mother, father, brother, or sister.
 - B. Three (3) days in the case of the death of a grandmother, grandfather, grandchild, mother-in-law, father-in-law, step-mother, step-father or any other relative living in the employee's household.
 - C. One (1) day in the case of the death of an aunt, uncle, step-sister, step-brother, sister-in-law or brother-in-law.

Any of the bereavement time listed above is not chargeable to the employee's sick leave accumulation.

- 13.7 A pregnant employee, so certified by the employee's attending physician, shall be entitled to use accrued sick leave for any time said employee is unable to work, for medical reasons.

- A. At the expiration of maternity leave, the employee shall be returned to the position from which said employee is on leave at the same step of the then current range for said employee's class of position.
- B. It is agreed that pregnant employees who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three months nor more than twelve (12) months and may be extended by mutual consent; and an early return by the employee may be made upon completion of a minimum of three months and written notice of thirty days to the appointing authority.
- C. A pregnant employee shall not be required to commence maternity leave prior to childbirth, unless unable to satisfactorily perform the job duties, and continuance at work does not deprive co-workers of their contractual rights.
- D. Parental Leave - Parents may be granted parental leave for the purpose of caring for a newborn or adopted child for a period of not more than 13 weeks. The employee may use sick, vacation or personal leave for this purpose. Any period not covered by paid leave shall be leave without pay. The time used under this provision must be continuous (no breaks) and can be taken only once in a 12 month period calculated from the last day of parental leave. If both parents work at RIAC, the total combined time using any provision of this contract and/or the Family and Medical Leave Act shall be 26 weeks. At the expiration of such leave, the employee shall be returned to the same position from which they are on parental leave, at the same step of the then current range for their class of position.

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

Provided, however, that if it shall be determined during the Worker's Compensation proceedings that the injury resulted from a physical assault, arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six weeks of the disability arising from such an assault. During the twenty-seventh week and thereafter, for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

- 13.9 SICK LEAVE BANK. Employees may join the sick leave bank during January of

each year by donating 8 sick leave hours for 40 hour employees, and 7 sick leave hours for 35 hour employees. A new employee may join the sick leave bank after completion of the probation period. Employees who will lose sick days because of the cap imposed by the union contract will be notified in writing by the Human Resources Department that they can donate the hours which will be in excess of the cap to the Sick Leave Bank.

Employees who have joined the sick leave bank may request from the Sick Leave Bank by submitting a confidential written request to the Labor/Management Sick Leave Bank Committee. The request should outline the extraordinary circumstances which prompted the request. Only individuals who have donated a minimum of 8 hours for 40 hour employees and 7 hours for 35 hour employees to the sick leave bank may request support from the bank. An employee who uses time from the sick leave bank must donate to the bank as prescribed above before requesting assistance again.

The Labor/Management Sick Leave Bank Committee shall consider all requests to use leave in the Sick Leave Bank. The Committee shall be comprised of two members picked by the union, the Director of Human Resources and a manager selected by the Executive Director. The Sick Leave Bank Committee will gather data, interview the employee if needed, and make a recommendation to the Executive Director concerning the request.

If there is insufficient leave in the Sick Leave Bank to accommodate a request from a needy employee, the Sick Leave Bank Committee may solicit donations on behalf of the individual. The HR Department 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.

The union, Local 2873, AFSCME agrees to open participation in the Sick Leave Bank to all non-union RIAC employees. Current part time employees shall be allowed to participate with a minimum donation of 4 sick leave hours in accordance with the procedure stated above.

13.10 ENHANCE THE SICK LEAVE BANK: The Sick Leave Bank provides the primary source to obtain additional sick leave in extraordinary circumstances. The advantages to joining the sick leave bank remain that the employee does not need to solicit donations themselves, and that the sick leave bank has vast potential for using or obtaining a large number of hours for qualified individuals. This policy supplements the Sick Leave Bank by permitting RIAC employees to transfer sick leave to one another provided that the following criteria are met:

- A. The employee needs 200 or more hours of sick leave.
- B. The employee has one or more volunteers who are willing to transfer sick leave to them.
- C. The situation requiring the transfer of sick leave impacts the balance of work and family obligations.

D. The employee is not able to use the sick leave bank.

Requests to use this policy should be forward to the Director of Human Resources. Both the Director of Human Resources and the Union Executive Board shall mutually agree to the transfer.

ARTICLE 14 HEALTH & WELFARE

- 14.1. Subject to the employee premium terms hereinafter set forth, the Airport Corporation will continue to pay the cost of the health care coverage provided under the Blue Cross Blue Shield health group insurance plan or its equivalent or a substantially comparable United Health Care plan during the term of this Agreement. The group health care plan shall include an emergency room rider; a vision/optical care program for the family; a chiropractic rider; and coverage of a second surgical opinion for elective surgical procedures. Coverage levels will be as follows:

Office visits \$15/\$25
RX Plan 7/\$25/\$40
Emergency Room \$100

The Medical Plan Summary is attached as Appendix G. The parties acknowledge that the exact plan may not be offered by the carrier during the time of the contract.

- 14.2 Subject to the employee premium terms hereinafter set forth, the Airport Corporation will provide a dental plan which is equivalent to Blue Cross Dental Non-Standard Plan B. Annual dental coverage will be \$2,000 including bridges, crowns, and implants. Employees who desire to purchase additional dental coverage may do so at their own expense. Dental coverage shall include lifetime orthodontic coverage of \$2,000. The increase in premium will be borne by the Employer.

14.3 Employee premium terms.

- 14.3A. Health care and dental coverage. Bargaining unit members shall contribute to health care and dental premiums as follows:

Single plan \$60 Family plan \$100

- 14.3B. Dental coverage only: Employees who receive dental coverage only will contribute to the premiums a sum calculated by first determining the ratio of the employee premium contribution to the sum of the annual premiums for health care and dental coverage, and then applying that ratio to the annual premium for dental coverage only.

- 14.4 Subject to the employee premium terms set forth in this Agreement, the Airport Corporation agrees to continue to pay the premiums due for all benefits listed above for all employees covered by this Agreement who are on lay-off not lasting more than three months.
- 14.5 The employer will provide to employees eyewear insurance, cost borne by the employer. The eyewear insurance replaces and eliminates the \$100 vision hardware reimbursement.
- 14.6 Employees have the option of electing "no health coverage" and/or "no dental coverage." Employees electing to opt out of health coverage will be eligible to receive a cash benefit of \$4,000 per year. However, an employee must show proof of other medical coverage. The cash benefit will be paid on a bi-weekly basis and subject to applicable tax laws but will not be considered as compensation for purposes of establishing base rate, overtime rate or retirement plan contributions.
- 14.7 Effective January 1, 2019, RIAC will contribute \$500.00 each calendar year to a healthcare flexible spending account for all union members.

ARTICLE 15
RETIREMENT

- 15.1 In accordance with paragraph 4(a) of the "R.I.A.C. Tentative Agreement" entered into in or around 1993, it is agreed by the parties hereto that all former employees of the Rhode Island Department of Transportation covered by this agreement shall be the recipients and beneficiaries of all retirement benefits contained in the General Laws of the State of Rhode Island as amended from time to time, as well as of any rules and regulations or determinations made by the State Retirement Board as set forth in Title 36, Chapter 8 of the General Laws of the State of Rhode Island as it pertains to said Board's establishment of rules and regulations for the administration and transaction of the business of the retirement system.
- 15.2 The Airport Corporation and the Union have established a Defined Contribution retirement plan for all permanent employees hired after July 1, 1993.
- 15.3 Effective the last pay period of fiscal year 2013 the defined contribution to the retirement plan shall be 8% for the employee and employer.
- 15.3A Employees hired after September 1, 2017 will vest in the employer portion of the retirement plan contributions after five (5) years of continuous employment. Employees hired prior to August 31, 2017 will vest in the employer portion of the retirement plan after one (1) year of continuous employment.
- 15.4 Mandatory Retirement Age
ARFF and sworn Airport Police shall retire immediately upon turning the age of seventy (70).

ARTICLE 16
GROUP LIFE INSURANCE

- 16.1 It is agreed that all employees shall be eligible to participate in the RIAC Group Life Insurance Program.
- 16.2 The following provisions of the insurance program are set forth herein:
- A. Each new employee will be automatically covered, unless such employee designates in writing that he desires not to be insured.
 - B. Each covered employee will be provided with \$10,000.00 of group life insurance paid by the RIAC.
 - C. Employees may purchase additional coverage under this provision up to five times the employee's annual salary.
 - D. The cost to the employee of such optional insurance shall vary depending on the actuarial tables in effect at the insurance carrier.

ARTICLE 17
LEAVE WITHOUT PAY

- 17.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six months, subject to renewal for reason of personal illness, disability, educational improvement or other purpose deemed proper and approved by the Director of Human Resources. Approval of such leaves shall not be unreasonably withheld. In the case of renewals for reason of personal illness and disability, the employer shall have the right to appoint a physician to examine the employee requesting the leave renewal. If the employer's physician is in agreement with the treating physician, then the renewal shall be granted. If, however, the opinion of the treating physician is in conflict with that of the employer-appointed physician, then the employee shall be required to be examined by a third "impartial physician." The impartial physician shall be mutually agreed upon by the treating physician and the employer's physician. If the two physicians cannot agree, then employer and the union shall each name two physicians and one name shall be chosen by lottery. The impartial physician shall examine the employee and shall render a written opinion with respect to which of the above questions is in dispute between the employee's physician and the employer's physician, which report shall be delivered to the Human Resources Director. The impartial physician's decision on the issue shall be binding on the parties and not subject to the grievance and arbitration process. All employer and impartial physicians must (1) specialize in the area of the employee's complain/injury, and (2) must not have previously treated or examined the employee for the complaint/injury at issue. The cost of any employer or impartial examination shall be borne by the employer.

- 17.2 At the expiration of such leave, the employee shall be returned to the position from which they are on leave at the same step of the then current range for their class of position.
- 17.3 Duly elected union representatives to Union conferences or conventions shall, upon request, be granted up to ten (10) work days per year of leave without pay, not to exceed 4 employees.
- 17.4 Any employee with permanent status, who accepts another position of a different classification shall be granted automatically a leave of absence of six months.

ARTICLE 18 JURY LEAVE

- 18.1 Every employee covered by this agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from their regular duties during the actual period of such duty and shall receive their jury duty pay or their regular pay, whichever is the greater.
- 18.2 Every employee covered by this agreement, who is subpoenaed to appear in Court on State or Airport Corporation business on a day off or during vacation, shall be compensated for the time expended.

Any employee who expends time in accordance with this section shall be paid at the rate of time and one-half. A minimum of four hours shall be allocated to each employee, regardless of the time expended less than four hours.

ARTICLE 19 MILITARY LEAVE

- 19.1 Every employee covered by this agreement who has left or shall leave their position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission, or otherwise) and who has been employed for one-hundred eighty or more calendar days within the twelve months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.
- 19.2A For the first sixty calendar days of such absence, every such employee shall be paid by the Airport Corporation the same amount as they would have received had they not been absent from their position.

- 19.2B. Employees hired after 7/1/86 shall receive benefits contained under this section as follows:
For the first sixty days of such absence every employee shall receive the difference between their Airport Corporation salary and their military base pay. In no case shall the employee receive more than the amount they would have received had the employee not been absent from their position. No employee shall be allowed to receive pay more than once under this Article for Military Leave for training purposes in a three year period, unless training is mandatory.
- 19.3 During that part of the period of leave described above for which the employee shall receive their salary, they shall also accrue such sick leave and annual leave credits as they would have accrued while working in said position during such period of sixty days.
- 19.4 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.
- 19.5 At the conclusion of such military leave of absence, the employee shall be returned to their position, subject however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

ARTICLE 20 MILITARY TRAINING LEAVE

- 20.1 Employees covered by this agreement who, by reason of membership in the United States Military, Naval or Air Reserve of the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen working days, they shall be granted leave without pay for this purpose.
- 20.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.
- 20.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day or training period voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE 21 CALL IN TIME

- 21.1 It is agreed that when an employee is called to work a shift other than the employee's regular shift, they will be permitted to complete the shift period unless they are informed prior to the beginning of the shift that they are only needed for a stated number of hours.
- 21.2 Employees who are called in to report for work after having left their place of employment and outside their regularly-scheduled work hours shall receive not less than four (4) hours pay at their overtime rate, provided, however, that employees scheduled no less than thirty-six (36) hours in advance to work no more than two (2) additional hours outside their regularly-scheduled work hours will be paid only for the actual time worked, at the overtime rate.

ARTICLE 22 BULLETIN BOARDS

- 22.1 The Airport Corporation agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted. All notices shall be on Union stationery, signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory on the Airport Corporation or its representatives, or which constitutes political election campaign material for or against any person, organization or faction thereof.

ARTICLE 23 UNION COMMITTEE

- 23.1 Designated Union members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with State and/or Airport Corporation officials. Such time shall be with the approval of the Director of Human Resources, and such approval shall not be unreasonably withheld.
- 23.2 No Union steward or committee member or representative shall be discriminated against as a result of performance of legitimate Union business.
- 23.3 The Union shall furnish the Airport Corporation with a written list of its officers immediately after their designation and shall promptly notify the Airport Corporation of any change in such officers.
- 23.4 Union staff representatives will be permitted to visit Union officers and committee members on Airport Corporation premises for the purpose of discussing Union business.
- 23.5 The Airport Corporation agrees to pay the cost of printing this Agreement and will provide

sufficient copies to the Union.

ARTICLE 24
DISCIPLINE & DISCHARGE

24.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 25. If the Executive Director or his/her designee has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of one year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records, oral reprimands shall be removed from the personnel file after six months. Each employee 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 an employee's personnel record shall be disclosed to the employee upon the employee's request and shall be disclosed to the employee's Union representative. Where appropriate, disciplinary action or measures shall include only the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

When any disciplinary action is to be implemented, the Executive Director or his/her designee shall before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

24.2 The Executive Director or his/her designee shall not discharge or suspend an employee without just cause. Within two weeks of such suspension or discharge, the Union may file a grievance with the Airport Corporation Director of Human Resources as set forth in Article 25 and such hearing shall be held no later than three days after the Union's request.

24.3 In the event that an employee is dismissed, or suspended under this section, and such employee 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, or suspension.

24.4 An employee may be granted a demotion upon request, when recommended by the Department Director and approved by the Director of Human Resources. In this instance

their current status shall be transferred to the lower class.

ARTICLE 25
GRIEVANCE PROCEDURE

- 25.1 For the purpose of this agreement, the term "grievance" means any difference or dispute between the Airport Corporation and the Union, or between the Airport Corporation and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement.
- 25.2 There shall be a grievance procedure as follows:
- A. A grievance shall be presented by the aggrieved employee and/or by the Union within ten working days of the employee's knowledge of the occurrence of such grievance.
 - B. An aggrieved employee shall discuss their problem with their Union representative and immediate supervisor and Department Director, who shall attempt to settle the problem within one working day.
 - C. If the grievance is not resolved according to section (b) above, it shall be reduced to writing and the aggrieved and/or the Union Representative shall meet, within five days of the Union request, with the Director of Human Resources. The Director of Human Resources shall render a decision to the Union and the employee within five business days of the meeting.
 - D. In the event the grievance is not settled in a manner satisfactory to the aggrieved member, then such grievance may be submitted to the Executive Director within five working days after receipt of a decision from the Director of Human Resources. The Executive Director shall meet with the aggrieved and/or the Union representative within five business days of the Unions' request. The Executive Director shall render a decision to the Union and the employee within five days of the meeting. Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Airport Corporation, on request, will produce payroll and other records, as necessary. Members of the Union committee, stewards, the aggrieved employee and employee witnesses who are Airport Corporation employees will be paid at their regular rate up to their normal quitting time for time spent in processing grievances. The Union representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process their grievance without Union representation. If such grievance is processed without Union representation, the facts of said grievance will be furnished to the Union.
 - E. It is also agreed that in all cases of dismissal, the aggrieved and/or the Union committee may go immediately to Section 25.2(d) of the grievance procedure.

It is further agreed that either party may submit a grievance to each other and proceed immediately to 25.2(d) above.

- 25.3 The Airport Corporation shall allow each employee in the bargaining unit the right, upon request, to review the contents of their personnel file. No material derogatory to an employee's conduct, service, character or personality will be placed in said employee's personnel file, unless they have had an opportunity to review the material.

Material including references obtained relative to an employee's initial appointment shall be considered confidential and not subject to review by the employee.

- 25.4 Sustained grievances will be implemented or the necessary paperwork to implement the decision will be initiated within five working days after the receipt of the decision by the Director of Human Resources or Executive Director.

ARTICLE 26 ARBITRATION

- 26.1 If a grievance is not settled under Articles 25, such grievance shall, at the request of the Union or the Airport Corporation, be referred to the American Arbitration Association or the Labor Relations Connection in accordance with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.
- 26.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.
- 26.3 Only grievances arising out of the provisions of this contract, relating to the application or interpretation thereof, may be submitted to arbitration.
- 26.4 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not be applied to any obligation arising under this agreement.
- 26.5 All submissions to arbitration must be made within 30 days after the grievance procedure decision.
- 26.6 Discharge, suspension, health and safety grievances must be heard in arbitration within four months and the demand must be filed within ten days of the grievance decision, if the Union desires an accelerated arbitration on such issues, and same will be scheduled, if possible.

ARTICLE 27 FAST TRACK ARBITRATION

- 27.1 A panel of five (5) arbitrators mutually selected by the parties shall hear cases on a rotating basis. When practical, the parties shall mutually select not less than three (3) cases to be heard on any day. The cost of arbitration shall be shared equally by the parties. A brief summary with the decision shall be provided by the arbitrator within five (5) days of the hearing. The decision will be final and binding, but not precedential.
- 27.2 The Union may submit grievances to go through the fast track arbitration process after the Union has gone through the normal grievance procedure. The request must be submitted in writing to the Director of Human Resources, Rhode Island Airport Corporation.
- 27.3 The Director of Human Resources shall render a written approval/denial within 10 calendar days following the receipt of the request.
- 27.4 All communications, including requests and responses should be faxed. This will establish a record of correspondence including the time constraint compliance.
- 27.5 The thirty (30) day filing requirement for arbitration shall be tolled as of the date the request is sent to the other party, until a decision is made for acceptance or rejection by the receiving party. As soon as a decision is received, the time requirements shall commence from the point it was tolled.
- 27.6 Meetings shall be held at least every three months or as needed by the parties to schedule fast track arbitrations and assign arbitrators. Locations shall be mutually agreed to.
- 27.7 The conduct of the hearing shall be at the discretion of the arbitrator with the goal in mind to process cases in a timely and efficient manner.
- 27.8 The arbitrator shall render a verbal decision at the conclusion of the hearing, a written decision of not more than one (1) page shall be rendered within five (5) days.
- 27.9 Dates set up in advance for fast track may have other arbitrators substituted by mutual agreement. Either party may choose not to participate in the Fast Track process after one year. A written notice must be sent 30 days prior to the parties termination from the process.

ARTICLE 28
HEALTH & SAFETY

- 28.1 The Airport Corporation shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.
- 28.2 Each supervisor shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by them.
28. A safety committee shall be appointed by the Labor Management Committee, comprised of two representatives selected by the Union and two representatives by the Airport Corporation. Said committee shall appoint its own chairperson and shall meet when it is

determined by two or more members that such a meeting is warranted. It may draw up a Health and Safety Code to recommend to the Airport Corporation.

- 28.4 The safety committee shall also consider recommendations for meal facilities, uniforms, clothing, equipment, and parking for all employees.
- 28. Each employee may report conditions which they consider unhealthy or unsafe to the President of the Local who shall be authorized to submit them to the safety committee for consideration.
- 28. Employees shall not be required to use their personal tools in carrying out their duties.
- 28.7 **Physical Fitness and Wellness.** A voluntary physical fitness program shall be established for all RIAC employees. RIAC shall be responsible for any and all costs associated with the establishment, operation, equipment and training associated with the development of this program. Employees who voluntarily participate in the physical fitness program shall be given cash incentives commensurate with their achievements and goals.

Beginning October 1, 1998, a two-tier system will be used:

Tier One: Police and Crash Rescue Employees hired after October 1, 1998, including current RIAC employees:

All Police and Crash Rescue employees will have to pass a job-related physical fitness test to be hired. A condition of continued employment will be passing the job-related physical fitness test on an annual basis. The job related physical fitness test will be selected by the Joint Physical Fitness Committee comprised of three union and three management members. The test must be approved by the union prior to its use. Such approval will not be unreasonably withheld. Employees who do not pass the job-related physical fitness test will be placed on a physical fitness conditioning program for six months and then tested again. During the conditioning program, the employee shall be afforded time each shift to prepare for the test. If the employee fails the second physical fitness test, he/she and the union shall be officially notified in writing that a final physical fitness test shall be administered after six months from notification and failure shall result in termination. However, the employee can request to be tested at any time during this period to attempt to meet the standard without penalty. At the final physical fitness test, union officials shall be present to monitor the test. Should the employee fail this final test, he/she shall be given a thirty day notice of his termination. Any employee who is eligible for retirement by law and when the employee is vested in the applicable retirement plan and has two (2) years or less from retirement, said employee shall not be terminated under this provision. Any employee terminated under this provision shall be placed on a preferential hiring list and rehired whenever a vacancy arises.

Tier Two: Police and Crash Rescue Officers Employed Prior to October 1, 1998:

Employees hired prior to October 1, 1998, are not required to participate in the mandatory

physical fitness test but may participate in the program on a voluntary basis. Employees who voluntarily participate in the physical fitness program shall be given a cash incentive commensurate with their achievements and goals. RIAC shall provide incentives on an annual basis for this program.

- 28.8 On each of the shifts in the ARFF Unit there shall be scheduled: a Captain who shall be in command of the shift, a Lieutenant who shall assist the Captain, and at least two Firefighters/Crewmembers. To the extent available employees will be backfilled to include three ARFF Crewmembers and a supervisor (Captain or Lieutenant.) All ARFF Unit personnel will be trained in accordance with applicable federal aviation regulations.

Management reserves the right to schedule less than four (4) employees per shift in ARFF if the airport index is downgraded from its present Index C as dictated by federal aviation regulations.

- 28.9 On each of the shifts in the Airport Police Department there shall be scheduled: a Lieutenant, who shall act as the shift commander; a Sergeant who shall act as the shift supervisor; and four officers. To the extent available employees will be backfilled to include three (3) RIAP sworn officers and a supervisor (Lieutenant or Sergeant).

The above scheduling requirements in Airport Police are only required if the airport maintains medium hub status as designated by the FAA.

- 28.10 No RIAC employee working under the status of Light Duty will count toward, be a part of or affect in anyway the above listed scheduling requirements, unless otherwise mutually agreed by the Union and management.

ARTICLE 29 TESTING

- 29.1 Existing employees as of July 1, 1993 who have the education and/or experience or have been previously admitted to the subject examination; or if the examination is for a position in the same pay grade or lower shall be given administrative leave to take such civil service examination upon timely application.

ARTICLE 30 NO STRIKES OR LOCKOUTS

- 30.1 The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Airport Corporation lock out its employees during the term of this agreement.
- 30.2 It is agreed that all provisions of this agreement are binding on each of the individuals covered by this contract.

- 30.3 If, during the life of this agreement any employees represented by the Union engage in a strike, work stoppage or slowdown contrary to Section 30.1, the Union shall promptly notify the Airport Corporation Director of Human Resources, in writing, that the action is unauthorized and shall promptly take steps to end the unauthorized action. The Airport Corporation agrees that if the Union complies with these requirements, the Union shall not be liable for any damages caused by unauthorized strike, work stoppage or slowdown.

ARTICLE 31 SEVERABILITY

- 31.1 In the event that any Article, section, or portion of this agreement, or any arbitrator's decision rendered under the terms of the agreement, is found to be invalid by a decision of a tribunal of competent jurisdiction or is unreasonably inconsistent with a national policy of wage and price controls, or shall have the effect of loss to the Airport Corporation of funds made available through federal law, then such specific arbitrator's decision, Article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for such Article, section, or portion. The parties agree to use their best effort to contest any such loss of federal funds which may be threatened.
- 31.2 Except as otherwise expressly provided herein, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the Airport Corporation during the term of this agreement.

ARTICLE 32 EDUCATION & TRAINING PROGRAM

- 32.1 The Airport Corporation and the Union recognize the need for the development and training of employees to fulfill the Airport Corporation's work force requirements for maintaining the efficiency of operations, quality, and service. The Airport Corporation subscribes to the principles of career ladders and promotions from within its organization. The Airport Corporation agrees to establish an education and training committee to consider the needs of Airport Corporation employees in this area of concern.
- 32.2 During negotiation of a prior collective bargaining agreement, Council 94 proposed that the parties seek to establish an apprenticeship/career opportunity program. The parties agree to establish a committee to explore the need for such a program in Airport Corporation for employees.
- 32.3 The committee shall study the need for an apprenticeship/career opportunity

program for Airport Corporation employees and identify what is required to establish an apprenticeship program. The committee shall further identify sources of funds to implement an apprenticeship program, identify and explore other related issues.

- 32.4 The committee shall make periodic reports to the Union and the Airport Corporation.
- 32.5 Performance appraisal may be used during the term of the agreement. Such appraisals will not be used to establish wage increase, or to initiate or support discipline. The purpose of the appraisal is to provide feedback to the employee about his or her work performance, identify strengths, and areas of development. The employee will be provided a copy of the review, and will have an opportunity to provide feedback, in writing. Written responses will be a permanent part of the appraisal. The employee is not required to agree with the content of the performance appraisal.

ARTICLE 33 SUB-CONTRACTING PROCEDURE

- 33.1 The Airport Corporation shall continue to provide work for employees in the bargaining units, and shall avoid, insofar as is practicable, the sub-contracting of work performed by employees in the bargaining unit on the date of this agreement, provided however:
- 33.2 The Airport Corporation agrees that upon considering sub-contracting of any work presently performed by an employee which would have an adverse effect upon job security, wage rate, or classification status of any employee in the bargaining unit, it shall:
 - A. Notify the Union's Executive Director in writing of its intention six months in advance of sub-contracting, and
 - B. Whenever the Airport Corporation seeks and obtains bids from prospective sub-contractors, it shall, at least sixty days before binding itself to any sub-contracting agreement, notify the Executive Director of the Union that it has received the bids and shall grant the Union a reasonable opportunity to meet with the Executive Director of RIAC or other appropriate Airport Corporation Officials to discuss the advantages and disadvantages of sub-contracting and to develop a mutually acceptable plan for protecting the interests of any employees who will be affected.

The Airport Corporation's assurances in the development of such plan would be to:

- 1) Place employees affected by the sub-contracting into available jobs which they can perform;

- 2) Place employees laid off on a preferred hiring list for recall;
- 3) Prohibit the hiring of any new employees to positions which the affected employees could perform;
- 4) Attempt to waive or modify any law or regulation which would in any way deny preferred treatment of affected employees. In the event that such mutually acceptable plan is not resolved, either party may request the Federal Mediation and Conciliation Service to attempt to resolve the dispute. If such efforts do not provide a mutually acceptable plan, the FMCS shall recommend steps to be taken by the parties, but in any event, employees adversely affected by sub-contracting shall be enabled to utilize the seniority rights as established in this Agreement.

ARTICLE 34
LABOR MANAGEMENT COMMITTEE

- 34.1 During the term of this agreement, the parties agree to meet concerning the overall administration of this Agreement, problems concerning the welfare of the Airport Corporation and the Union, and other matters of importance. The Committee shall consist of three members from the Union, one of which must be the Executive Director of Council 94 or his or her designee, and three members of the Airport Corporation administration, one of which must be the Director of Human Resources or his or her designee.
- 34.2 All matters related to committees contemplated under this Agreement, including the size and composition of each committee, shall be governed by the Labor Management Committee.

ARTICLE 35
LEGAL DEFENSE

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

ARTICLE 36
P.E.O.P.L.E. DEDUCTIONS

- 36.1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the employer will deduct from the pay of such employee those P.E.O.P.L.E. contributions authorized by the employee.

ARTICLE 37
NON-PERFORMANCE OF BARGAINING UNIT WORK

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

ARTICLE 38
UNIFORMS AND CLOTHING ALLOWANCE

- 38.1 The Airport corporation shall supply all safety and clothing necessary to comply with the State Occupational Safety and Health Laws.
- 38.2 Employees shall be provided the following uniforms and allowance as indicated. Uniforms issued to employees are expected to be worn to work, and will be maintained so as to provide a clean and professional appearance. The Corporation agrees to provide the following additional uniforms or to revising of related allowances:

AIRPORT POLICE DISPATCHERS FIRST YEAR OF UNIFORMS:

| | |
|---------------|---|
| Initial | 4 trousers, 100% cotton |
| <u>Issue:</u> | 4 shirts short sleeve or long sleeve, 100% cotton |
| | 1 Heavy weight winter jacket |
| | 1 spring jacket |
| | 1 cap |

Airport Police Dispatchers shall be provided with basic uniforms including caps, jackets, trousers, to be furnished to them so that each member thereof shall have two (2) complete uniforms. Each year thereafter, dispatchers shall be provided with a voucher, in August of each year, to procure one (1) winter uniform and one (1) summer work uniform, or the financial equivalent thereof, and in addition, an allowance of \$150.00 each year for accessories, replacement and/or maintenance of said uniforms. Accessories will be defined as those items that are normally used/worn by a dispatcher in his/her current assignment.

AIRPORT POLICE OFFICERS FIRST YEAR OF UNIFORMS:

| | |
|-------------------------|---------------------------|
| 1 Summer Hat | 2 Winter Hats |
| 3 Summer Shirts w/patch | 3 Winter Shirts w/patch |
| 2 Summer weight pants | 2 Winter weight pants |
| 1 Middle weight coat | 1 Winter Coat |
| 1 Light weight coat | 1 Rain coat & rain hat |
| 1 Sam Brown Belt | 1 Pr. Blk. Leather gloves |
| 1 Holster & ammo pouch | 1 Pr. Winter boots |
| 1 Pr. Summer shoes | 1 ASR & Holder |
| 1 9mm Pistol & Ammo | 1 Hat badge, breast badge |
| 1 ID Wallet w/badge | |

Airport police officers second year issue will consist of 2 winter uniforms and 2 summer uniforms. Each year thereafter police officers will be provided with a voucher to procure (1) winter and (1) summer uniform, or the financial equivalent thereof, and in addition, an allowance of \$350.00 each year for accessories, replacement and/or maintenance of said uniforms. Accessories will be defined as those items that are normally used/worn by an officer in his/her current assignment. Uniforms or accessories damaged in the line of duty will be repaired or replaced at the expense of the corporation.

AIRPORT CRASH RESCUE UNIT (ARFF)

| | |
|-------------------------------|-------------------------------|
| 2 Summer shirts | 2 Winter shirts |
| 4 Work pants | 1 Uniform Jacket (med weight) |
| 2 Breast badges w/collar pins | 1 pair of black shoes |
| 1 Job shirt | |

All issued uniforms will be supplied with appropriate patches. All uniforms issued in compliance with NFPA 1500 standards. Allowance of \$350.00 each year for accessories and/or maintenance of said uniforms. After the first year of issue, a \$300.00 allowance in vouchers shall be available to employees to purchase uniforms.

OPERATIONS DEPARTMENT EMPLOYEES:

| | | |
|---------------|--|----------------------|
| Initial | 5 Pair Pants | 5 Long Sleeve shirts |
| <u>Issue:</u> | 5 Short Sleeve shirts | |
| | 1 heavy weight winter jacket (initially & annually) | |
| | 1 Pair Winter Boots (initially & annually) | |
| | 1 spring jacket (initially & annually) in lieu of multi-purpose jacket | |

Each employee shall receive a \$150.00 clothing maintenance allowance for cleaning and maintaining uniforms annually. Each year 4 pants, 2 long sleeve shirts, 2 short sleeve shirts will be issued for fair wear and tear. A jacket will be issued annually. Uniforms will be properly worn and maintained to depict a neat, clean appearance. Additional uniforms can be purchased at the cost of the user if requested.

AIRFIELD MAINTENANCE DEPARTMENTS

All employees in the Airfield Maintenance Departments 105, 115, and 120, who are required to wear uniforms, shall be provided the following uniforms from a uniform service:

| | |
|--|------------------------------------|
| 1 Spring Jacket | 11 Uniforms shirt/trouser (cotton) |
| 1 Fall Jacket (lined) | |
| 5 Short Sleeve shirts (cotton) annually | |
| 1 Winter coat (every 2 years) | |
| 1 Insulated Overalls/Coveralls (every 2 years) | |

- 1 Pair of earmuffs, annually
- 1 Pair of waterproof gloves, annually
- 1 Pair of waterproof steel toed work boots, annually (without steel toes if medically necessary)
- 1 Rain jacket, bi-annually
- 1 Rain pants, bi-annually

It is also understood that a union representative shall be included in the bidding and selection process of uniforms for this department.

BUILDING MAINTENANCE DEPARTMENT

Each employee shall receive a \$150.00 clothing maintenance allowance for cleaning and maintaining uniforms annually. Each year 4 pants, 2 long sleeve shirts, 2 short sleeve shirts will be issued for fair wear and tear. A jacket will be issued annually. Uniforms will be properly worn and maintained to depict a neat, clean appearance. Additional uniforms can be purchased at the cost of the user if requested.

- | | |
|---------------|---|
| Initial | 1 Winter Heavy Weight Jacket (every 2 years) |
| <u>Issue:</u> | 1 Spring Medium Weight Jacket (every 2 years) |
| | 6 Short Sleeve Shirts |
| | 6 Long Sleeve Shirts |
| | 7 Uniform Pants |
| | 5 Polo Shirts - annually |
| | 1 Light weight coverall, bi-annually |

AERONAUTICS INSPECTOR

- 1 Coverall (replaced as needed)
- 1 Intermediate type flight jacket
- 1 baseball type hat

ARTICLE 39

VEHICLE AND MILEAGE PROVISIONS

- 39.1 Commencing July 1, 2006, and each July 1st thereafter during the term of this Agreement, mileage will be paid at the rate set by the Federal General Services Administration.
- 39.2 The Union acknowledges and agrees that RIAC, in its sole discretion, may provide, from time to time, certain RIAC employees with RIAC-owned or RIAC-leased vehicles, and may regulate the terms and conditions, including period of use, purpose of use, and responsibility for gas, maintenance, and/or other costs and expenses, pursuant to which RIAC employees may have the use of any such vehicles.

ARTICLE 40
PERSONAL BUSINESS LEAVE

- 40.1 The Airport Corporation shall allow each employee a maximum of thirty-two hours or the equivalent of four working days leave with pay per calendar year to be used for personal business and/or religious observance. ARFF personnel working a 42-hour schedule shall be limited to 32 hours paid personal leave. K9 Officers shall receive 32 hours of personal leave.
- 40.2 Employees shall not be required to state the reason for personal leave.
- 40.3 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of division functions. Employees denied personal leave on Good Friday afternoon, the day before Christmas, or the day before New Year's Day, due to the "interference with the proper conduct of Division functions," shall be entitled to take the half day personal leave at another time.
- 40.4 Personal leave shall not be carried over from year to year.
- 40.5 Grievances arising out of this provision shall be filed directly with the Director of Human Resources; a hearing and decision shall be rendered within twenty-four hours of the receipt of such grievance.
- 40.6 Employees originally appointed prior to March 31st shall be entitled to four personal leave days as provided in this Article.
- 40.7 Employees originally appointed between April 1st and prior to June 30th shall be entitled to three personal leave days as provided in this Article.
- 40.8 Employees originally appointed between July 1st and Sept. 30th shall be entitled to two personal leave days as provided in this Article.
- 40.9 Employees originally appointed between Oct. 1st and Dec. 31st shall be entitled to one personal leave day as provided in this Article.
- 40.10 Personal leave shall be taken in four-hour increments provided that overtime is required to replace the absent employee.

ARTICLE 41
FRINGE BENEFITS

- 41. The Corporation shall reimburse employees for the annual cost of trades licenses (other than personal driver's license) or certifications required by their positions.
- 41.1 Any new category of fringe benefits negotiated by RIAC with any other Union will

be given to the employees covered by this Agreement.

ARTICLE 42
JOB DESCRIPTIONS, RECLASSIFICATION AND/OR UPGRADING

- 42.1 Both parties to the contract recognize the importance of having current and accurate job descriptions for all union positions at RIAC. The following sequence will be used to obtain an approved an updated job description:
- A. Update by Director of Human Resources.
 - B. Submit to the manager to confirm accuracy.
 - C. Submit to the local Union President and RI Council 94, AFSCME, for review within ten (10) business days.
 - D. If agreed to by the Union, place in employment file as an updated and approved job description. If the Director of Human Resources and the Union cannot agree, the Union may take the issue to the Labor Management Committee for further review and discussion. In no event shall this additional review and discussion take more than ten (10) business days. In the rare instance that there is no resolution reached through the Committee, the Director of Human Resources may immediately implement the new job description and the Union reserves the right to appeal pursuant to the grievance procedure.
 - E. Job descriptions for all union members shall accurately reflect the duties of that position.
 - F. RIAC will not utilize new job descriptions to eliminate or reduce the rate of pay of any employee on RIAC payroll as of November 23, 2010; provided, however, it shall be conclusively presumed that a job was not eliminated due to a new job description if the job description has been in place for no less than twelve (12) months.
 - G. Job descriptions will not violate the provisions Article 37.
- 42.2 At any time employees may request reclassification or upgrade using the method outlined below for the following reasons: the belief that responsibilities more closely resemble the job description of another classified position; the employee is asked to perform responsibilities in a higher classification; duties have been significantly changed to reflect duties required of a higher classification.
- A. Make a request in writing for a desk audit to the Director of Human Resources or other appropriate official within the agency. The employee shall be furnished with a questionnaire within five (5) working days of said request.

- B. Within five (5) working days, upon receipt of the completed questionnaire, the employee's immediate supervisor and Department Director shall forward said questionnaire to the Director of Human Resources for study. The Director of Human Resources or their designee shall then notify the employee and union that documents were sent to Human Resources.
- C. Within sixty (60) working days after receipt of said questionnaire, the Human Resources Department shall issue a finding relative to the merits of the employee's claim. The report will be in writing, and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union.
- D. If the appeal is granted, it shall be implemented in accordance with the provision of Merit System Law and Personnel Rule 2.015:
 - 1. "When an employee holds permanent status, or is serving probationary period in a class of position and the position is reallocated to a different class of position, the Personnel Administrator may approve their employment in said different class of position with the status held in the former class, if their name appears on a current list deemed appropriate by the Director of Human Resources, or if they pass a non-competitive examination of the same degree of difficulty as an open competitive examination for said different class of position; otherwise, the employee may be employed in the said different class of position only with temporary status, subject to the provisions of the Act and Rules."
- E. If the appeal of the employee is denied by the Human Resources Department then the employee may follow the grievance and arbitration procedure set forth in this Agreement.
- F. If the appeal of the employee is granted, the employee will be paid retroactively to the date of filing.
- G. The Airport Corporation agrees that work will not be reassigned for the purpose of avoiding reclassification or upgrading during a reclassification or upgrading appeal.
- H. In the event the employee is in fact working out of classification, or their job is determined to be in need of an upgrading, the Airport Corporation may exercise one of two options:
 - 1. The employee should be reallocated to the position that best represents the duties performed by the employee, or;

2. Inform the employee they are not to perform any duties other than those required of the class specifications for said position.

ARTICLE 43 TUITION REIMBURSEMENT

- 43.1 Employees within the bargaining unit under this program may apply to have the cost of tuition and required books reimbursed for approved courses taken at approved or accredited colleges or universities, trade school or continuing adult education which are job related or required as part of job related degree programs and for which the employee receives at least a Grade C for undergraduate courses and a Grade B for graduate courses. Requests to take courses under the program must be presented in advance to the employee's appointing authority who will make recommendation for approval or denial to the Education Committee.
- 43.2 Tuition reimbursement shall be funded in an amount not to exceed \$10,000 per fiscal year. Unused funds shall not be carried from one year to another.
- 43.3 Employees under this program shall not be allowed to attend courses during the employee's normal working hours.
- 43.4 An Education Committee shall be established. The Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for both undergraduate and graduate programs.
- 43.5 Course reimbursement shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable on a rotating basis.

ARTICLE 44 RETIREE MEDICAL COVERAGE

- 44.1 All employees covered by this agreement who meet the definition of 'transferred employee', as defined in Title 36, Chapter 9, Section 39 of the Rhode Island General laws ("RIGL") and who retire in accordance with RIGL 36-8-1, et. seq., shall be the recipients and beneficiaries of all then existing eligible retirement insurance benefits contained in RIGL 36-12-1, et. seq., as may be amended from time to time.
- 44.2 Notwithstanding the foregoing, RIAC and the Union agree that nothing in this Article shall apply to employees hired on or after July 1, 2007.
- 44.3 Notwithstanding the foregoing, RIAC and Council 94 have reached a mutual understanding regarding a dispute that has arisen regarding retiree health benefits, and the parties' "Memorandum of Agreement - Retiree Health Benefits" is attached hereto at Appendix D and incorporated into this Agreement by reference.

ARTICLE 45
ALTERATION OF AGREEMENT

- 45.1 The Airport Corporation and the Union acknowledge that this agreement represents the results of collective bargaining negotiations between the said parties conducted under and in accordance with the provisions of the Labor Relations Act and constitutes the entire agreement between the parties for the duration of the life of said agreements; each party waiving the right to bargain collectively with each other with reference to any subject matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this agreement.
- 45.2 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.
- 45.3 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.
- 45.4 It is recognized by both parties that there may be hours, holidays and working conditions peculiar to specific bargaining units covered by this agreement. To this extent, it is agreed that the parties may enter into mini-contracts covering specific bargaining units upon request for negotiations made by the Union within thirty (30) days from the signing of this agreement.
- 45.5 Clothing allowance is subject to binding arbitration for those employees who have or had in the past, received clothing allowance.

ARTICLE 46
TRANSITIONAL EMPLOYMENT/LIGHT DUTY/RETIREMENT AGE

- 46.1 **Transitional Employment** - The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment.

The Airport Corporation's designee in agreement with the local Union shall define and assign transitional employment for employees who have job related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

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

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

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

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

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

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

- 46.2 **Light Duty** - In addition to qualifying transitional employment, Light Duty work may be offered to employees Injured on Duty (IOD) covered by 45-19-1 once maximum medical improvement (MMI) has been reached in accordance with the Workers Compensation statutory process. RIAC may offer suitable alternative employment, i.e., a light duty work assignment to the employee. If an appropriate offer of suitable alternative employment is turned down by the employee, the employees' IOD payments will be reduced by the wages associated with the offered suitable alternative employment. Any dispute regarding whether an employee has reached maximum medical improvement or suitable alternative employment shall be resolved by the Workers' Compensation court.

The following light duty assignments are deemed appropriate to the respective departments. Positions outside an employee's department may be offered if mutually agreed upon between the Union and Management. Other positions within the department may be offered based on the employee's skills, medical restrictions and department needs.

ARFF

- Dispatch duties
- Fire extinguisher inspection
- AED inspection
- Fuel Truck/ Fuel Farm Inspection
- Perimeter security/escort duties
- Fire watch
- Assist with training preparation/presentation
- Associated documentation of above items.

Police

- Exit Lane
- Perimeter security/escort duties
- Administrative – Report writing, lost & found, evidence logging, input of data into IMC/traffic summons, etc.
- Assist with training preparation.
- Public record request and dissemination of public records.
- Positions in the auxiliary departments of Dispatch and Badging may also be offered.

Police Department employees working light duty will not carry a firearm and will wear a uniform appropriate to the job being performed.

46.3 Mandatory Retirement Age

ARFF and sworn Airport Police shall retire immediately upon turning the age of seventy (70.)

ARTICLE 47 TERMINATION & REOPENING OF AGREEMENT

This agreement shall be effective from the 1st day of July 2021 until the thirtieth day of June 2024. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing ninety days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than sixty days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement to the other party. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten days prior to the designated termination date.

ARTICLE 48 TOOL ALLOWANCE

The Rhode Island Airport Corporation and Local 2873 of Council 94, AFSCME, AFL/CIO agree as follows:

Section 28.6 of this Contract provides; "Employees shall not be required to use their personal tools in carrying out their duties..." will be considered to have been implemented by providing personnel in the "trades classifications" (represented by Local 2873) with an annual tool allowance in lieu of providing tools necessary to carry out their duties. The annual tool allowance will be as follows:

| <u>Class of Position</u> | <u>Annual Tool Allowance</u> |
|-----------------------------------|------------------------------|
| Diesel & Heavy Equipment Mechanic | \$550.00 |
| Airport Electronics Technician | \$250.00 |
| Electrical Supervisor | \$200.00 |
| Electrician | \$200.00 |
| Airfield Supervisor | \$250.00 |
| Building Maintenance Manager | \$200.00 |
| Building Maintenance Supervisor | \$200.00 |
| HVAC Technicians | \$200.00 |
| Plumber | \$200.00 |
| Senior Maintenance Technician | \$200.00 |
| Carpenter | \$200.00 |
| Automotive Supervisor | \$550.00 |

One-half of the tool allowance will be paid semi-annually on the nearest appropriate pay date to July 1st and January 1st. Present, new or rehired personnel upon completion of six (6) months employment, will become eligible for the tool allowance on the nearest subsequent semi-annual dates cited above.

The Airport Corporation will provide a \$100.00 deductible work tool insurance for personnel in the above-cited classifications.

In consideration of the above, the cited personnel will be obligated to provide those tools necessary to carry out their duties at their own expense. However, the Airport Corporation will continue to provide all power tools and special tools (special tools to be identified by the parties).

In those instances where the Airport Corporation does provide the tools necessary to carry out their duties, the tool allowance will not be applicable.

On at least an annual basis, employees who receive a tool allowance will provide department managers with receipts for tools purchased using their allowance.

ARFF Schedule for 24 Hr. shifts for a 42 Hr. workweek
APPENDIX A

| NAME | SUN | MON | TUE | WED | THUR | FRI | SAT |
|----------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1st WEEK | D 0000-0800 A 0800-2400 | A 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 |
| 2nd WEEK | C 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 A 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 B 0800-2400 |
| 3rd WEEK | B 0000-0800 C 0800-2400 | C 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 |
| 4th WEEK | C 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 B 0800-2400 |
| 5th WEEK | B 0000-0800 C 0800-2400 | C 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 |
| 6th WEEK | A 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 D 0800-2400 |
| 7th WEEK | D 0000-0800 A 0800-2400 | A 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 |
| 8th WEEK | A 0000-0800 D 0800-2400 | D 0000-0800 A 0800-2400 | A 0000-0800 B 0800-2400 | B 0000-0800 C 0800-2400 | C 0000-0800 B 0800 2400 | B 0000-0800 C 0800-2400 | C 0000-0800 D 0800-2400 |

**APPENDIX B
SCHEDULE G
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2021**

FOR EMPLOYEES HIRED PRIOR TO 6/30/2010

| GRADE | ENTRY | 6 mths. | 18 mths. | | | |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 303G | 21.57 | 21.77 | 22.21 | | | |
| 305G | 22.01 | 22.32 | 22.77 | | | |
| 307G | 22.62 | 22.95 | 23.41 | | | |
| 309G | 23.36 | 23.63 | 24.17 | | | |
| 311G | 24.17 | 24.57 | 25.15 | | | |
| 312G | 24.63 | 25.08 | 25.72 | | | |
| 313G | 25.15 | 25.58 | 26.28 | | | |
| 314G | 25.72 | 26.22 | 26.88 | | | |
| 315G | 26.31 | 26.73 | 27.49 | | | |
| 316G | 26.51 | 27.01 | 27.70 | | | |
| 317G | 26.82 | 27.31 | 28.10 | | | |
| 318G | 27.49 | 27.95 | 28.86 | | | |
| 319G | 28.23 | 28.85 | 29.77 | | | |
| 320G | 28.35 | 28.92 | 29.86 | | | |
| 321G | 28.92 | 29.61 | 30.61 | | | |
| 322G | 29.75 | 30.48 | 31.66 | | | |
| 323G | 30.57 | 31.39 | 32.56 | | | |
| 324G | 31.66 | 32.48 | 33.91 | | | |
| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
| 303G | 16.18 | 17.39 | 18.59 | 19.80 | 21.01 | 22.22 |
| 305G | 16.51 | 17.76 | 19.01 | 20.26 | 21.51 | 22.77 |
| 307G | 16.96 | 18.25 | 19.54 | 20.83 | 22.12 | 23.41 |
| 309G | 17.52 | 18.85 | 20.18 | 21.51 | 22.84 | 24.17 |
| 311G | 18.13 | 19.53 | 20.94 | 22.34 | 23.75 | 25.15 |
| 312G | 18.48 | 19.93 | 21.38 | 22.82 | 24.27 | 25.72 |
| 313G | 18.87 | 20.35 | 21.84 | 23.32 | 24.80 | 26.28 |
| 314G | 19.29 | 20.81 | 22.32 | 23.84 | 25.36 | 26.88 |
| 315G | 19.73 | 21.28 | 22.83 | 24.38 | 25.94 | 27.49 |
| 316G | 19.89 | 21.45 | 23.01 | 24.57 | 26.14 | 27.70 |
| 317G | 20.11 | 21.71 | 23.31 | 24.91 | 26.50 | 28.10 |
| 318G | 20.61 | 22.26 | 23.91 | 25.56 | 27.21 | 28.86 |
| 319G | 21.18 | 22.89 | 24.61 | 26.33 | 28.05 | 29.77 |
| 320G | 21.27 | 22.98 | 24.70 | 26.42 | 28.14 | 29.86 |
| 321G | 21.69 | 23.48 | 25.26 | 27.05 | 28.83 | 30.62 |
| 322G | 22.32 | 24.19 | 26.05 | 27.92 | 29.79 | 31.66 |
| 323G | 22.93 | 24.86 | 26.78 | 28.71 | 30.63 | 32.56 |
| 324G | 23.74 | 25.77 | 27.81 | 29.84 | 31.88 | 33.91 |

**APPENDIX B
SCHEDULE G
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2022**

FOR EMPLOYEES HIRED PRIOR TO 6/30/2010

| GRADE | ENTRY | 6 mths. | 18 mths. |
|--------------|--------------|----------------|-----------------|
| 303G | 22.22 | 22.42 | 22.88 |
| 305G | 22.67 | 22.99 | 23.45 |
| 307G | 23.30 | 23.63 | 24.11 |
| 309G | 24.06 | 24.34 | 24.89 |
| 311G | 24.89 | 25.31 | 25.91 |
| 312G | 25.37 | 25.83 | 26.49 |
| 313G | 25.91 | 26.35 | 27.07 |
| 314G | 26.49 | 27.01 | 27.69 |
| 315G | 27.10 | 27.53 | 28.31 |
| 316G | 27.30 | 27.82 | 28.53 |
| 317G | 27.62 | 28.13 | 28.94 |
| 318G | 28.31 | 28.79 | 29.73 |
| 319G | 29.08 | 29.71 | 30.66 |
| 320G | 29.20 | 29.79 | 30.75 |
| 321G | 29.79 | 30.49 | 31.53 |
| 322G | 30.65 | 31.40 | 32.61 |
| 323G | 31.49 | 32.34 | 33.53 |
| 324G | 32.61 | 33.46 | 34.93 |

FOR EMPLOYEES HIRED AFTER 7/1/2010

| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 303G | 16.67 | 17.91 | 19.15 | 20.40 | 21.64 | 22.88 |
| 305G | 17.00 | 18.29 | 19.58 | 20.87 | 22.16 | 23.45 |
| 307G | 17.47 | 18.80 | 20.13 | 21.45 | 22.78 | 24.11 |
| 309G | 18.05 | 19.42 | 20.79 | 22.15 | 23.52 | 24.89 |
| 311G | 18.67 | 20.12 | 21.56 | 23.01 | 24.46 | 25.91 |
| 312G | 19.04 | 20.53 | 22.02 | 23.51 | 25.00 | 26.49 |
| 313G | 19.44 | 20.96 | 22.49 | 24.02 | 25.54 | 27.07 |
| 314G | 19.87 | 21.43 | 22.99 | 24.56 | 26.12 | 27.69 |
| 315G | 20.32 | 21.92 | 23.52 | 25.12 | 26.72 | 28.31 |
| 316G | 20.48 | 22.09 | 23.70 | 25.31 | 26.92 | 28.53 |
| 317G | 20.72 | 22.36 | 24.01 | 25.65 | 27.30 | 28.94 |
| 318G | 21.23 | 22.93 | 24.63 | 26.33 | 28.03 | 29.73 |
| 319G | 21.81 | 23.58 | 25.35 | 27.12 | 28.89 | 30.66 |
| 320G | 21.90 | 23.67 | 25.44 | 27.21 | 28.98 | 30.75 |
| 321G | 22.34 | 24.18 | 26.02 | 27.86 | 29.70 | 31.54 |
| 322G | 22.99 | 24.91 | 26.84 | 28.76 | 30.69 | 32.61 |
| 323G | 23.62 | 25.60 | 27.58 | 29.57 | 31.55 | 33.53 |
| 324G | 24.45 | 26.55 | 28.64 | 30.74 | 32.83 | 34.93 |

**APPENDIX B
SCHEDULE G
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2023**

FOR EMPLOYEES HIRED PRIOR TO 6/30/2010

| GRADE | ENTRY | 6 mths. | 18 mths. |
|--------------|--------------|----------------|-----------------|
| 303G | 22.89 | 23.10 | 23.56 |
| 305G | 23.35 | 23.68 | 24.15 |
| 307G | 24.00 | 24.34 | 24.83 |
| 309G | 24.79 | 25.07 | 25.64 |
| 311G | 25.64 | 26.07 | 26.68 |
| 312G | 26.13 | 26.60 | 27.28 |
| 313G | 26.68 | 27.14 | 27.88 |
| 314G | 27.28 | 27.82 | 28.52 |
| 315G | 27.92 | 28.36 | 29.16 |
| 316G | 28.12 | 28.66 | 29.39 |
| 317G | 28.45 | 28.97 | 29.81 |
| 318G | 29.16 | 29.65 | 30.62 |
| 319G | 29.95 | 30.60 | 31.58 |
| 320G | 30.08 | 30.68 | 31.68 |
| 321G | 30.68 | 31.41 | 32.48 |
| 322G | 31.57 | 32.34 | 33.59 |
| 323G | 32.44 | 33.31 | 34.54 |
| 324G | 33.59 | 34.46 | 35.98 |

FOR EMPLOYEES HIRED AFTER 7/1/2010

| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 303G | 17.17 | 18.45 | 19.73 | 21.01 | 22.29 | 23.57 |
| 305G | 17.51 | 18.84 | 20.17 | 21.50 | 22.82 | 24.15 |
| 307G | 18.00 | 19.36 | 20.73 | 22.10 | 23.47 | 24.83 |
| 309G | 18.59 | 20.00 | 21.41 | 22.82 | 24.23 | 25.64 |
| 311G | 19.23 | 20.72 | 22.21 | 23.70 | 25.19 | 26.68 |
| 312G | 19.61 | 21.14 | 22.68 | 24.21 | 25.75 | 27.28 |
| 313G | 20.02 | 21.59 | 23.17 | 24.74 | 26.31 | 27.88 |
| 314G | 20.46 | 22.07 | 23.68 | 25.29 | 26.91 | 28.52 |
| 315G | 20.93 | 22.58 | 24.22 | 25.87 | 27.52 | 29.16 |
| 316G | 21.10 | 22.76 | 24.41 | 26.07 | 27.73 | 29.39 |
| 317G | 21.34 | 23.03 | 24.73 | 26.42 | 28.12 | 29.81 |
| 318G | 21.86 | 23.62 | 25.37 | 27.12 | 28.87 | 30.62 |
| 319G | 22.47 | 24.29 | 26.11 | 27.94 | 29.76 | 31.58 |
| 320G | 22.56 | 24.38 | 26.21 | 28.03 | 29.85 | 31.68 |
| 321G | 23.01 | 24.91 | 26.80 | 28.69 | 30.59 | 32.48 |
| 322G | 23.67 | 25.66 | 27.64 | 29.62 | 31.61 | 33.59 |
| 323G | 24.33 | 26.37 | 28.41 | 30.45 | 32.50 | 34.54 |
| 324G | 25.18 | 27.34 | 29.50 | 31.66 | 33.82 | 35.98 |

**APPENDIX B
SCHEDULE 400
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2021**

FOR EMPLOYEES HIRED PRIOR TO 6/30/2010

| GRADE | ENTRY | 6 mths. | 18 mths. | 30 mths. | 42 mths. |
|--------------|--------------|----------------|-----------------|-----------------|-----------------|
| 418 | 63702 | 65308 | 66685 | 68127 | 70480 |
| 424 | 75213 | 77924 | 80127 | 82565 | 86418 |
| 426 | 80552 | 83420 | 85996 | 88713 | 93029 |

**FOR EMPLOYEES HIRED AFTER
7/1/2010**

| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 418 | 47776 | 52317 | 56858 | 61398 | 65939 | 70480 |
| 424 | 56410 | 62412 | 68413 | 74415 | 80416 | 86418 |
| 426 | 60414 | 66937 | 73460 | 79983 | 86506 | 93029 |

**APPENDIX B
SCHEDULE 400
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2022**

FOR EMPLOYEES HIRED PRIOR TO 6/30/2010

| GRADE | ENTRY | 6 mths. | 18 mths. | 30 mths. | 42 mths. |
|--------------|--------------|----------------|-----------------|-----------------|-----------------|
| 418 | 65613 | 67267 | 68685 | 70171 | 72594 |
| 424 | 77470 | 80261 | 82531 | 85042 | 89011 |
| 426 | 82969 | 85923 | 88576 | 91374 | 95820 |

**FOR EMPLOYEES HIRED AFTER
7/1/2010**

| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 418 | 49210 | 53887 | 58564 | 63240 | 67917 | 72594 |
| 424 | 58102 | 64284 | 70466 | 76647 | 82829 | 89011 |
| 426 | 62226 | 68945 | 75664 | 82382 | 89101 | 95820 |

**APPENDIX B
SCHEDULE 400
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2023**

FOR EMPLOYEES HIRED PRIOR TO 6/30/2010

| GRADE | ENTRY | 6 mths. | 18 mths. | 30 mths. | 42 mths. |
|--------------|--------------|----------------|-----------------|-----------------|-----------------|
| 418 | 67581 | 69285 | 70746 | 72276 | 74772 |
| 424 | 79794 | 82669 | 85007 | 87593 | 91681 |
| 426 | 85458 | 88500 | 91234 | 94115 | 98694 |

**FOR EMPLOYEES HIRED AFTER
7/1/2010**

| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 418 | 50686 | 55503 | 60320 | 65138 | 69955 | 74772 |
| 424 | 59845 | 66213 | 72580 | 78947 | 85314 | 91681 |
| 426 | 64093 | 71013 | 77934 | 84854 | 91774 | 98694 |

**APPENDIX B
SCHEDULE 300
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2021**

**FOR EMPLOYEES HIRED PRIOR TO
6/30/2010**

| GRADE | ENTRY | 6 mths. | 18 mths. | 30 mths. | 42 mths. |
|--------------|--------------|----------------|-----------------|-----------------|-----------------|
| 306 | 45094 | 45624 | 46152 | 46776 | 47657 |
| 308 | 46243 | 46904 | 47572 | 48187 | 49157 |
| 309 | 46904 | 47612 | 48275 | 48983 | 50040 |
| 310 | 47612 | 48364 | 49072 | 49772 | 50926 |
| 311 | 48364 | 49248 | 50040 | 50838 | 52077 |
| 312 | 49248 | 50219 | 51019 | 51897 | 53219 |
| 313 | 50219 | 51192 | 52077 | 52958 | 54372 |
| 314 | 51192 | 52340 | 53219 | 54195 | 55606 |
| 315 | 52340 | 53488 | 54460 | 55434 | 56939 |
| 316 | 53488 | 54642 | 55606 | 56668 | 58298 |
| 317 | 54642 | 55880 | 56939 | 58019 | 59864 |
| 318 | 55880 | 57288 | 58496 | 59761 | 61825 |
| 319 | 57288 | 58691 | 59961 | 61398 | 63636 |
| 320 | 58691 | 60271 | 61719 | 63201 | 65649 |
| 321 | 60271 | 62036 | 63537 | 65196 | 67782 |
| 322 | 62036 | 63975 | 65650 | 67421 | 70411 |
| 323 | 63975 | 65977 | 67782 | 69912 | 73175 |
| 324 | 65977 | 68354 | 70288 | 72426 | 75805 |
| 325 | 68150 | 70660 | 72801 | 75053 | 78566 |
| 326 | 70660 | 73175 | 75435 | 77818 | 81605 |
| 327 | 75805 | 78198 | 80811 | 84906 | |
| 328 | 78566 | 81214 | 83985 | 88221 | |
| 329 | 81479 | 84249 | 87163 | 91660 | |
| 330 | 84520 | 87427 | 90472 | 95100 | |
| 331 | 87692 | 90737 | 93915 | 98813 | |
| 332 | 90991 | 94178 | 97486 | 102514 | |
| 333 | 94438 | 97751 | 101190 | 106488 | |
| 334 | 97880 | 101324 | 104900 | 110456 | |
| 335 | 101455 | 105032 | 108741 | 114420 | |
| 336 | 105032 | 108741 | 112570 | 118536 | |

**APPENDIX B
SCHEDULE 300
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY
2021**

FOR EMPLOYEES HIRED AFTER 7/1/2010

| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 306 | 33820 | 36587 | 39355 | 42122 | 44889 | 47657 |
| 308 | 34682 | 37577 | 40472 | 43367 | 46262 | 49157 |
| 309 | 35178 | 38151 | 41123 | 44096 | 47068 | 50040 |
| 310 | 35709 | 38752 | 41796 | 44839 | 47882 | 50926 |
| 311 | 36273 | 39434 | 42595 | 45756 | 48916 | 52077 |
| 312 | 36936 | 40192 | 43449 | 46705 | 49962 | 53219 |
| 313 | 37665 | 41006 | 44348 | 47689 | 51031 | 54372 |
| 314 | 38394 | 41836 | 45278 | 48721 | 52163 | 55606 |
| 315 | 39255 | 42792 | 46328 | 49865 | 53402 | 56939 |
| 316 | 40116 | 43753 | 47389 | 51025 | 54662 | 58298 |
| 317 | 40981 | 44758 | 48534 | 52311 | 56087 | 59864 |
| 318 | 41910 | 45893 | 49876 | 53859 | 57842 | 61825 |
| 319 | 42966 | 47100 | 51234 | 55368 | 59502 | 63636 |
| 320 | 44018 | 48345 | 52671 | 56997 | 61323 | 65649 |
| 321 | 45202 | 49718 | 54234 | 58750 | 63266 | 67782 |
| 322 | 46528 | 51304 | 56081 | 60858 | 65634 | 70411 |
| 323 | 47981 | 53020 | 58059 | 63098 | 68135 | 73175 |
| 324 | 49483 | 54747 | 60012 | 65276 | 70541 | 75805 |
| 325 | 51112 | 56603 | 62094 | 67584 | 73075 | 78566 |
| 326 | 52995 | 58717 | 64439 | 70161 | 75884 | 81605 |
| 327 | 56854 | 62464 | 68075 | 73685 | 79295 | 84906 |
| 328 | 58924 | 64784 | 70643 | 76502 | 82362 | 88221 |
| 329 | 61109 | 67219 | 73329 | 79439 | 85550 | 91660 |
| 330 | 63390 | 69732 | 76074 | 82416 | 88758 | 95100 |
| 331 | 65769 | 72378 | 78987 | 85595 | 92204 | 98813 |
| 332 | 68243 | 75097 | 81951 | 88806 | 95660 | 102514 |
| 333 | 70829 | 77961 | 85092 | 92224 | 99356 | 106488 |
| 334 | 73410 | 80819 | 88228 | 95637 | 103046 | 110456 |
| 335 | 76091 | 83757 | 91423 | 99089 | 106755 | 114420 |
| 336 | 78774 | 86726 | 94679 | 102631 | 110583 | 118536 |

**APPENDIX B
SCHEDULE 300
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2022**

**FOR EMPLOYEES HIRED PRIOR TO
6/30/2010**

| GRADE | ENTRY | 6 mths. | 18 mths. | 30 mths. | 42 mths. |
|--------------|--------------|----------------|-----------------|-----------------|-----------------|
| 306 | 46447 | 46993 | 47536 | 48179 | 49086 |
| 308 | 47630 | 48311 | 48999 | 49633 | 50632 |
| 309 | 48311 | 49040 | 49723 | 50452 | 51542 |
| 310 | 49040 | 49815 | 50544 | 51265 | 52453 |
| 311 | 49815 | 50725 | 51542 | 52363 | 53640 |
| 312 | 50725 | 51726 | 52550 | 53454 | 54815 |
| 313 | 51726 | 52728 | 53640 | 54547 | 56003 |
| 314 | 52728 | 53910 | 54815 | 55820 | 57274 |
| 315 | 53910 | 55093 | 56094 | 57097 | 58647 |
| 316 | 55093 | 56281 | 57274 | 58368 | 60047 |
| 317 | 56281 | 57556 | 58647 | 59760 | 61660 |
| 318 | 57556 | 59006 | 60251 | 61554 | 63679 |
| 319 | 59006 | 60452 | 61759 | 63240 | 65546 |
| 320 | 60452 | 62079 | 63570 | 65097 | 67619 |
| 321 | 62079 | 63897 | 65443 | 67152 | 69815 |
| 322 | 63897 | 65894 | 67620 | 69444 | 72524 |
| 323 | 65894 | 67956 | 69815 | 72010 | 75370 |
| 324 | 67956 | 70404 | 72396 | 74598 | 78079 |
| 325 | 70194 | 72780 | 74985 | 77304 | 80923 |
| 326 | 72780 | 75370 | 77699 | 80152 | 84054 |
| 327 | 78079 | 80544 | 83236 | 87453 | |
| 328 | 80923 | 83650 | 86504 | 90867 | |
| 329 | 83923 | 86776 | 89778 | 94409 | |
| 330 | 87055 | 90049 | 93186 | 97953 | |
| 331 | 90323 | 93460 | 96733 | 101777 | |
| 332 | 93720 | 97003 | 100411 | 105590 | |
| 333 | 97271 | 100683 | 104226 | 109682 | |
| 334 | 100816 | 104363 | 108047 | 113769 | |
| 335 | 104498 | 108183 | 112003 | 117853 | |
| 336 | 108183 | 112003 | 115947 | 122092 | |

**APPENDIX B
SCHEDULE 300
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY
2022**

FOR EMPLOYEES HIRED AFTER 7/1/2010

| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 306 | 34834 | 37685 | 40535 | 43386 | 46236 | 49086 |
| 308 | 35722 | 38704 | 41686 | 44668 | 47650 | 50632 |
| 309 | 36233 | 39295 | 42357 | 45418 | 48480 | 51542 |
| 310 | 36780 | 39915 | 43049 | 46184 | 49319 | 52453 |
| 311 | 37361 | 40617 | 43873 | 47128 | 50384 | 53640 |
| 312 | 38044 | 41398 | 44752 | 48107 | 51461 | 54815 |
| 313 | 38795 | 42236 | 45679 | 49120 | 52562 | 56003 |
| 314 | 39546 | 43092 | 46636 | 50183 | 53728 | 57274 |
| 315 | 40432 | 44075 | 47717 | 51361 | 55004 | 58647 |
| 316 | 41320 | 45065 | 48811 | 52556 | 56301 | 60047 |
| 317 | 42211 | 46100 | 49990 | 53880 | 57770 | 61660 |
| 318 | 43167 | 47270 | 51372 | 55474 | 59577 | 63679 |
| 319 | 44255 | 48513 | 52771 | 57029 | 61287 | 65546 |
| 320 | 45339 | 49795 | 54251 | 58707 | 63163 | 67619 |
| 321 | 46558 | 51209 | 55861 | 60513 | 65164 | 69815 |
| 322 | 47924 | 52843 | 57763 | 62683 | 67603 | 72524 |
| 323 | 49420 | 54610 | 59800 | 64990 | 70179 | 75370 |
| 324 | 50967 | 56389 | 61812 | 67234 | 72658 | 78079 |
| 325 | 52646 | 58301 | 63956 | 69612 | 75267 | 80923 |
| 326 | 54585 | 60479 | 66372 | 72266 | 78161 | 84054 |
| 327 | 58559 | 64338 | 70117 | 75895 | 81674 | 87453 |
| 328 | 60692 | 66727 | 72762 | 78797 | 84832 | 90867 |
| 329 | 62942 | 69236 | 75529 | 81823 | 88116 | 94409 |
| 330 | 65292 | 71824 | 78356 | 84888 | 91421 | 97953 |
| 331 | 67742 | 74549 | 81356 | 88163 | 94970 | 101777 |
| 332 | 70290 | 77350 | 84410 | 91470 | 98530 | 105590 |
| 333 | 72954 | 80299 | 87645 | 94991 | 102337 | 109682 |
| 334 | 75612 | 83244 | 90875 | 98506 | 106138 | 113769 |
| 335 | 78374 | 86270 | 94165 | 102061 | 109957 | 117853 |
| 336 | 81137 | 89328 | 97519 | 105710 | 113901 | 122092 |

**APPENDIX B
SCHEDULE 300
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY 2023**

**FOR EMPLOYEES HIRED PRIOR TO
6/30/2010**

| GRADE | ENTRY | 6 mths. | 18 mths. | 30 mths. | 42 mths. |
|--------------|--------------|----------------|-----------------|-----------------|-----------------|
| 306 | 47840 | 48403 | 48962 | 49625 | 50559 |
| 308 | 49059 | 49761 | 50469 | 51122 | 52151 |
| 309 | 49761 | 50511 | 51215 | 51966 | 53088 |
| 310 | 50511 | 51310 | 52060 | 52803 | 54027 |
| 311 | 51310 | 52247 | 53088 | 53934 | 55249 |
| 312 | 52247 | 53278 | 54126 | 55058 | 56460 |
| 313 | 53278 | 54310 | 55249 | 56183 | 57683 |
| 314 | 54310 | 55527 | 56460 | 57495 | 58992 |
| 315 | 55527 | 56746 | 57776 | 58810 | 60407 |
| 316 | 56746 | 57969 | 58992 | 60119 | 61848 |
| 317 | 57969 | 59283 | 60407 | 61553 | 63510 |
| 318 | 59283 | 60776 | 62058 | 63400 | 65590 |
| 319 | 60776 | 62266 | 63612 | 65138 | 67512 |
| 320 | 62266 | 63941 | 65478 | 67050 | 69647 |
| 321 | 63941 | 65814 | 67406 | 69167 | 71909 |
| 322 | 65814 | 67871 | 69648 | 71527 | 74699 |
| 323 | 67871 | 69995 | 71909 | 74170 | 77632 |
| 324 | 69995 | 72516 | 74568 | 76836 | 80421 |
| 325 | 72300 | 74963 | 77235 | 79623 | 83351 |
| 326 | 74963 | 77632 | 80029 | 82557 | 86575 |
| 327 | 80421 | 82960 | 85733 | 90076 | |
| 328 | 83351 | 86159 | 89100 | 93593 | |
| 329 | 86441 | 89379 | 92471 | 97242 | |
| 330 | 89667 | 92751 | 95982 | 100892 | |
| 331 | 93032 | 96263 | 99635 | 104831 | |
| 332 | 96532 | 99913 | 103423 | 108757 | |
| 333 | 100189 | 103704 | 107353 | 112973 | |
| 334 | 103840 | 107494 | 111288 | 117182 | |
| 335 | 107633 | 111429 | 115363 | 121389 | |
| 336 | 111429 | 115363 | 119425 | 125755 | |

**APPENDIX B
SCHEDULE 300
CLASSIFIED ANNUAL SALARIES
EFFECTIVE JULY
2023**

FOR EMPLOYEES HIRED AFTER 7/1/2010

| GRADE | ENTRY | 12 mths. | 24 mths. | 36 mths. | 48 mths. | 60 mths. |
|--------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 306 | 35880 | 38815 | 41751 | 44687 | 47623 | 50559 |
| 308 | 36794 | 39865 | 42937 | 46008 | 49079 | 52151 |
| 309 | 37320 | 40474 | 43627 | 46781 | 49934 | 53088 |
| 310 | 37884 | 41112 | 44341 | 47570 | 50798 | 54027 |
| 311 | 38482 | 41836 | 45189 | 48542 | 51895 | 55249 |
| 312 | 39185 | 42640 | 46095 | 49550 | 53005 | 56460 |
| 313 | 39959 | 43503 | 47049 | 50593 | 54139 | 57683 |
| 314 | 40732 | 44384 | 48035 | 51688 | 55340 | 58992 |
| 315 | 41645 | 45398 | 49149 | 52902 | 56654 | 60407 |
| 316 | 42559 | 46417 | 50275 | 54133 | 57990 | 61848 |
| 317 | 43477 | 47483 | 51490 | 55496 | 59503 | 63510 |
| 318 | 44462 | 48688 | 52913 | 57139 | 61364 | 65590 |
| 319 | 45582 | 49968 | 54354 | 58740 | 63126 | 67512 |
| 320 | 46699 | 51289 | 55878 | 60468 | 65058 | 69647 |
| 321 | 47954 | 52746 | 57537 | 62328 | 67119 | 71909 |
| 322 | 49362 | 54428 | 59496 | 64564 | 69632 | 74699 |
| 323 | 50903 | 56249 | 61594 | 66940 | 72285 | 77632 |
| 324 | 52496 | 58081 | 63666 | 69251 | 74837 | 80421 |
| 325 | 54225 | 60050 | 65875 | 71700 | 77525 | 83351 |
| 326 | 56222 | 62293 | 68364 | 74434 | 80506 | 86575 |
| 327 | 60316 | 66268 | 72220 | 78172 | 84124 | 90076 |
| 328 | 62513 | 68729 | 74945 | 81161 | 87377 | 93593 |
| 329 | 64831 | 71313 | 77795 | 84277 | 90760 | 97242 |
| 330 | 67250 | 73979 | 80707 | 87435 | 94163 | 100892 |
| 331 | 69774 | 76786 | 83797 | 90808 | 97819 | 104831 |
| 332 | 72399 | 79671 | 86942 | 94214 | 101486 | 108757 |
| 333 | 75142 | 82708 | 90275 | 97841 | 105407 | 112973 |
| 334 | 77881 | 85741 | 93602 | 101461 | 109322 | 117182 |
| 335 | 80725 | 88858 | 96990 | 105123 | 113256 | 121389 |
| 336 | 83571 | 92008 | 100445 | 108881 | 117318 | 125755 |

| POSITION TITLE | PAY GRADE | HRS. PER WEEK |
|-------------------------------------|-----------|---------------|
| Accounting Clerk | 316 | 35 |
| Accounting Clerk - Fixed Assets | 319 | 35 |
| Aeronautics Inspector | 333 | 40 |
| Airfield Supervisor | 321G | 40 |
| Airfield Tech I | 316G | 40 |
| Airfield Tech II | 318G | 40 |
| Airfield Tech II – General Aviation | 319 | 40 |
| Airport Communications Dispatcher | 317 | 35 |
| Airport Electronics Technician | 325 | 40 |
| Airport Operations Specialist | 323 | 40 |
| Airport Police (Patrol Officer) | 324 | 42 |
| Automotive Supervisor | 325 | 40 |
| Building Maintenance Supervisor | 324 | 40 |
| CADD Technician | 319 | 35 |
| Captain - ARFF | 322 | 42 |
| Captain - EMT - ARFF | 323 | 42 |
| Carpenter | 318G | 40 |
| Chief Aeronautics Inspector | 334 | 40 |
| Crewmember | 319 | 42 |
| Crewmember - EMT | 320 | 42 |
| Diesel Mechanic I | 323G | 40 |
| Diesel Mechanic II | 323 | 40 |
| Dispatch Supervisor | 322 | 40 |
| Electrical Supervisor | 328 | 40 |
| Electrician I | 326 | 40 |
| Electrician II | 327 | 40 |
| Grants & Contracts Admin | 426 | 40 |
| HVAC Technician | 325 | 40 |
| Lieutenant - ARFF | 320 | 42 |
| Lieutenant - EMT - ARFF | 321 | 42 |
| Lieutenant - Police | 329 | 42 |
| Manager of Airfield Maintenance | 326 | 40 |
| Manager of Building Maintenance | 327 | 40 |
| Manager of Operations | 328 | 40 |
| Plumber | 325 | 40 |
| Police Inspector | 329 | 40 |
| Procurement Specialist | 426 | 40 |
| Project Accountant | 424 | 40 |
| Safety & Training Officer | 322 | 40 |
| Sergeant – Police | 327 | 42 |
| Secretary/Receptionist | 314 | 35 |
| Security ID Coordinator | 319 | 35 |
| Sr. Airport Operations Specialist | 325 | 40 |
| Sr. Maintenance Tech | 318G | 40 |
| Sr. Administrative Assistant | 418 | 40 |
| Administrative Assistant II | 316 | 35 |
| Administrative Assistant | 314 | 35 |

In addition, ARFF personnel possessing an EMT-C certification shall receive an additional \$1,200 stipend, not to be included in the base rate of pay. Any current ARFF employee that already has an EMT license does not have to maintain that license. Any RIAC employee that transfers to ARFF from a certified promotion list will have one (1) year to obtain the EMT-B license. The cost of obtaining the license shall be borne by the Corporation. In the future, the EMT-B license will be one of the requirements for transfer. RIAC will reimburse any employee wishing to obtain or maintain an EMT-B or C license for the cost of successfully passing a certification or re-certification course. RIAC may offer an EMT-B course at the fire station.

Employees in the positions of Project Accountant; Grants and Contracts Administrator; Senior Administrative Assistant; and Procurement Specialist shall work the core hours of their respective departments but shall enjoy flexibility in arranging mutually agreeable starting and stopping times with their immediate supervisor.

APPENDIX C
MISCELLANEOUS AND HISTORICAL INFORMATION

Joint Statement

Attached to this joint statement is a copy of a comment supplied by the Board of Arbitration (Albert J. Hoban, Chairman) regarding the subject of "Employees Rights."

The parties reaffirm their recognition of the rights guaranteed to employees under the constitution and laws of the United States and the State of Rhode Island in the same manner as has been previously acknowledged outside of the terms and conditions of any collective bargaining agreement.

Neither this joint statement nor the attached comments of the Board of Arbitration may be considered as part of the Master Agreement and nothing contained in either this Joint Statement or the said attached comment is subject to any grievance or arbitration procedure under said Master Agreement.

Employee Rights

During negotiations and at the hearing, both parties made proposals for adding to or changing the language in the present contract on the grounds that although the State and its managers and the union and its members have legal rights outside the agreement, those rights are more readily recognized if they are in the contract where they can be pointed to if their denial is threatened. There is much to be said for this theory, but if the Board accepted and applied it, the agreement would be as large as a dictionary and the important day to day sections would be lost in the forest of language. The Board is not going to make the union's proposed Article XLIV a part of the contract for the reasons advanced by the State. Instead, it sets forth the entire proposal in this decision so that, in the unlikely event that a violation of any of these rights is threatened, the persons interested will have available this proposal as rights which both sides recognize but did not make a part of the agreement because it was unnecessary to do so.

An employee shall suffer no impairment of freedom of speech concerning the operations of this State. Active discussion of State operations shall be encouraged and protected within this master contract.

An employee shall have the right to talk to his union representative free from employer domination.

An employee accused of any violation of this contract shall have a right to a fair trial with strict adherence to due process. The accused employee shall be considered innocent until proven guilty.

All employees covered by this agreement shall have the right to be free from any coercion, harassment, or discrimination by supervisors or their superiors.

MEMORANDUM OF AGREEMENT
Job Protection/Automation

The State agrees still further that employees affected by automation shall be offered job/lay-off protection by Special Agreement of the parties which shall be detailed after the conclusion of negotiations.

S/STATE OF RHODE ISLAND S/COUNCIL 94

MEMORANDUM OF AGREEMENT
Pay Equity

Council 94 proposed addressing the issue of Pay Equity for female dominated classifications represented by the Union. Negotiations relating to Pay Equity on Council 94 classifications will be deferred and continued after the signing of the Agreement. The parties agree that the issue of Pay Equity for female dominated classifications shall be left open and will be negotiated by the parties after the signing of the Agreement, with reopener negotiations for each year of the Agreement. The parties agree still further that Pay Equity upgrades shall be separate from, and in addition to, any wage increases which employees might otherwise receive by any collective bargaining agreement now or hereafter in effect. No employee or classification shall be adversely affected by said implementation of pay equity.

S/STATE OF RHODE ISLAND S/COUNCIL 94

ADDENDUM

I. APPENDIX C AIRPORT RANK & FILE UNIT (EE-1778) (Eff. 2/22/1974)

C.1 The class of positions within bargaining unit EE-1778 are hereby assigned to a basic work week and a class pay grade in accordance with the following schedule:

| <u>CLASS OF POSITION</u> | <u>WORK WEEK</u> |
|-----------------------------------|------------------|
| Accounting Clerk | 35 |
| Accounting Clerk - Fixed Assets | 35 |
| Airfield Technicians I | 40 |
| Airfield Technicians II | 40 |
| Airport Attendant | 40 |
| Airport Communications Dispatcher | 35 |
| Airport Operations Specialists | 40 |

| | |
|-----------------------------------|-----------|
| Airport Police Officer | 42 |
| Automotive Mechanic | 40 |
| <u>CADD Technician</u> | 35 |
| Carpenter Technician | 40 |
| Crash Rescue Officer (Airport) | 42 |
| Diesel Mechanic I | 40 |
| Diesel Mechanic II | 40 |
| Electrician | 40 |
| Electronic Equipment Mechanic | 40 |
| Fiscal Clerk | 35 |
| Gardener | 40 |
| Grants & Contracts Administrator | 40 |
| Heavy Equipment Operator | 40 |
| HVAC Technician | 40 |
| Janitor | 40 |
| Labor Foreman | 40 |
| Laborer | 40 |
| Maintenance Repairman | 40 |
| Motor Equipment Operator | 40 |
| Painter | 40 |
| Planning & Engineering Technician | 35 |
| Plumber | 40 |
| Principal Civil Engineer | 35 |
| Principal Clerk | 35 |
| Principal Clerk-Stenographer | 35 |
| Procurement Specialist | 40 |
| Project Accountant | 40 |
| Project Accounting Clerk | 35 |
| Safety & Training Officer | 40 |
| Secretary/Receptionist | 35 & 22.5 |
| Secretary/Rec. (Supplies) | 35 |
| Security Officer (Airport) | 40 |
| Semi-Skilled Laborer | 40 |
| Senior Clerk Stenographer | 35 |
| Senior Clerk Typist | 35 |
| Senior Gardener | 40 |
| Senior Word Processor/Buyer | 35 |
| Senior Word Processor | 35 |
| Senior Administrative Assistant | 40 |
| Stenographic Reporter | 35 |
| Administrative Assistant | 35 & 22.5 |
| Watchman | 40 |

- C.2 The schedule for Crash Rescue Section shall be considered part of this contract (Appendix A).
- C.3 When any holiday shall fall on a scheduled day off, within the scheduled work week of any employee, the next scheduled work day shall be substituted for the holiday. If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his absence of that day.
- C.4 It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of shift preference, days off, transfer, vacation time, holiday time, lay-offs and recalls. Seniority is defined as the length of service within the bargaining unit as set forth in case number EE-1778.
- C.5 Whenever the officer in charge of a squad is absent from work for any reason, another officer shall be called in for that shift, if possible.
- C.6 The Airport Corporation shall supply all protective clothing and equipment and these items shall be replaced as needed with the latest type of acceptable protective clothing available.

II. APPENDIX C AIRPORT SUPERVISORY UNIT (EE-2060)(Effective April 16, 1974)

1. The Classes of positions within bargaining unit EE-2060 are hereby assigned to a basic work week and a class pay grade in accordance with the following schedule:

| <u>CLASSES OF POSITIONS</u> | <u>WORK WEEK</u> |
|----------------------------------|------------------|
| Aeronautics Inspector | 40 |
| Airport Operations Manager | 40 |
| Airport Police Inspector | 40 |
| Airport Police Lieutenant | 42 |
| Airport Police Sergeant | 42 |
| Airfield Supervisor | 40 |
| ARFF Captain | 42 |
| ARFF Lieutenant | 42 |
| Asst. Building & Grounds Officer | 40 |
| Automotive Service Supervisor | 40 |
| Building Maintenance Supervisor | 40 |
| Chief Aeronautics Inspector | 40 |
| Civil Engineer-Airports | 35 |
| Electrical Supervisor | 40 |
| Intermediate Accountant | 35 |

| | |
|--------------------------------------|----|
| Labor Foreman | 40 |
| Maintenance Superintendent | 40 |
| Manager of Building Maintenance | 40 |
| Manager of Operations | 40 |
| Prin. Engineering Tech., Airports | 40 |
| Senior Airport Attendant | 40 |
| Senior Airport Operations Specialist | 40 |

- 2 The Airport Corporation shall supply all safety equipment and clothing necessary to comply with the State Occupational Safety and Health Laws.

III. CONSENT AGREEMENT - IMPASSE AAA # 1139-0030-78

1. The Airport Corporation agrees to continue the current schedule and staffing assignments for the Fire-Rescue Crews, except that it is expressly understood that there shall be no minimum manning or staffing requirements, and in the event that any such crewmember or members so scheduled or assigned do not appear for duty for any reason, the Airport Corporation shall not be required to replace by way of call-backs or otherwise, any such absent crewmembers.
2. Employees who are required to report for court appearance in conjunction with their employment shall be compensated as follows for appearance outside their regular schedule:

Such employees shall receive not less than four (4) hours at their overtime rate and if required beyond four (4) hours, those hours shall be at their overtime rate only if those additional hours are outside of their regularly scheduled hours.

3. Only employees with job classifications of Airport Police Officer, or the rank of Sergeant or Lieutenant will be assigned to the departure gates, unless no Airport Police Officers, Sergeants, or Lieutenants are available.
4. The Airport Corporation will not require employees to standby for call-in purposes.

IV. AAA case # 1139-2610-81 Locals 2873, 2880, 1245.

1-3 An area shall be provided by the State for the employees in the office for the purpose of lunch and/or rest.

1-6 All Crash/Fire/Rescue services, either needed or required for any reason, at any State-owned or operated Airport, shall be provided for by the equipment and manpower of the Airport Crash/Fire/Rescue Section.

All past practices, rules, whether statutory or otherwise, will be utilized for purposes of past and future implementation of the Agreement. Fireman's Relief Act must be maintained.

R.I.A.C. TENTATIVE AGREEMENT

- 1.) Separate contract between Local 2873, R.I.A.C., State and Council 94 with Master contract provisions. Changes to reflect (mirror) existing agreement to reference R.I.A.C. and changes in language on civil service system. An attorney for the Union, the State and the Corporation will write language on the above.
- 2.) State to agree to place all current State employees on payroll (to be hired by R.I.A.C. on 7/1/93) on leave without pay status as of 6/30/93. The leave without pay status will only be maintained until 6/30/95 or such earlier date of passage of legislation outlined in items 4a and 4b, without extension.
- 3a.) During the balance of the contract 7/1/93 - 6/30/95, any employee may bid on vacant positions within State service, pursuant to the Master Agreement and State Statutes.
- 3b.) During the period of 7/1/93 through 6/30/94, any employee may elect to be laid off from the State and may exercise any bumping rights afforded under the master contract. Any employees electing to be laid off during this period will be laid off within 90 days of notification to the Corporation. It is noted that an employee may not elect to bump from the Airport Corporation to other units within Council 94 after 6/30/94.
- 4a.) The parties agree to utilize its best efforts to have the General Assembly enact at its next or subsequent session if necessary (1994,1995) session, legislation substantially in the form of 94-S-3118 and 94-H-58 which will allow all State employees hired by R.I.A.C. to be included in the Employees Retirement System of the State of Rhode Island. (R.I.A.C. will fund the employer cost at the same rate as paid by the State.)
- 4b.) The parties also agree to utilize its best efforts to have the General Assembly enact at its next or subsequent session if necessary (1994,1995) session, legislation which will allow an employee, subsequent to exercising his or her bumping rights within the Corporation, to bump within other bargaining units within Council 94.

The legislation would be drafted on the basis that this provision could only be exercised subsequent to an adverse employer initiated action by R.I.A.C. An adverse employer initiated action is defined as a layoff, job abolishment, privatization or sub-contract of functions within the Airport system.

- 6.) All D.O.T. employees hired by R.I.A.C. as of July 1, 1993 who meet the requirements of statutory or veterans status by June 30, 1995, will receive the same status from R.I.A.C.
- 7.) The Corporation, its successor or assigns, the State and the Union agree that this Agreement is binding and affix signatures below.

AMENDED

Letter of Understanding January 2, 1996
between
The Rhode Island Airport Corporation
and
Local 2873 Rhode Island Council 94, AFSCME

The parties agree to the following classification changes and reclassifications/title changes affecting Bargaining Unit positions.

ARFF:

RIAC will schedule a complement of four ARFF employees for each shift. Employees who are absent for any reason shall count towards the schedule complement. All ARFF employees are eligible to operate a vehicle and function as a crewperson for emergency responses and other associated duties. The positions of ARFF Chief and ARFF Deputy Chief shall not be a part of the Union.

AIRFIELD MAINTENANCE: Establishment of two new position titles replacing the current UMEO and HMEO titles respectively.

Airfield Tech 1 at Grade 14 - Formerly UMEO
Airfield Tech II at Grade 16 - Formerly HMEO

The pay changes, if any, will be effective on the first pay period in January 1996. The position descriptions are those as agreed to on August 25, 1996.

POLICE DEPARTMENT: Effective on the first pay period in July 1996, Police Officers will be equalized in grade with ARFF Officers. Police Officers will be upgraded from the current grade 17 to grade 19.

RIAC will create a new classification of Police Sergeant. The classification will be at a grade 320. Based on the anticipated staffing two Sergeant positions will be budgeted and filled in FY 97. Selection for the Sergeant positions will be on the basis of a competitive promotional examination. Total weight for the examination: 80 points. In addition, candidates will receive experience credit at 1/4 point per year of service to a maximum of 5 points and up to an

additional 15 points based on oral interviews.

Effective on the first pay period in July 1996, permanent Police Lieutenants will receive a one grade upgrade from the current grade 320 to grade 321. Two Lieutenants at the new grade level will be budgeted for FY 97.

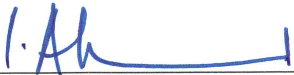
The parties agree that these changes will result in the elimination of position of Chief of Police from the bargaining unit.

In addition, the parties agree that in case of the filling of the Chief of Police position, the acting Administrative Officer would revert to the Lieutenant with an accompanying grade change.

IN WITNESS WHEREOF, RIAC and the Union and their respective successors and assigns agree that this Agreement is binding and have caused duplicate originals of this Agreement to be executed by their respective duly-authorized officers as of the day and year first above written.

FOR THE RHODE ISLAND AIRPORT CORPORATION:

Approved By:



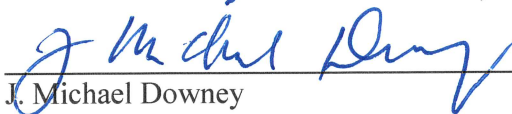
Iftikhar Ahmad
President and CEO

Recommended & Approved as to Substance/Form By:




Brittany Morgan Esq.
Vice President, Human Resources & Internal Legal Affairs

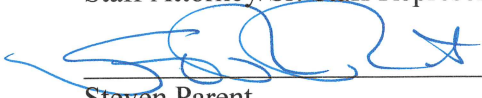
FOR RHODE ISLAND COUNCIL 94, AFL-CIO:



J. Michael Downey
President, Council 94

 12/9/2022

Patrick Cannon Esq.
Staff Attorney/Sr. Staff Representative, Council 94

 12/8/2022

Steven Parent
President, Local 2873

APPENDIX D

MEMORANDUM OF AGREEMENT RETIREE HEALTH BENEFITS

This MEMORANDUM OF AGREEMENT is made and adopted as of the 20th day of March, 2007, by the RHODE ISLAND AIRPORT CORPORATION ("RIAC") and RHODE ISLAND COUNCIL 94, A.F.S.C.M.E., AFL-CIO ("Council 94").

Recitals

Council 94 and RIAC were parties to a Collective Bargaining Agreement for the period July 1, 2001, through June 30, 2006 (the "2001 CBA"). Council 94 has contended that the words "or otherwise," inserted into Article 44 of the CBA in the 2001 negotiations, operate to entitle those RIAC employees who were not transferred to RIAC from the State of Rhode Island Department of Transportation ("RIDOT") to receive health benefits upon retirement. RIAC has disputed this contention and maintains that it never agreed to confer retiree health benefits upon the non-RIDOT transferees. RIAC and Council 94 have reached a mutual understanding regarding resolution of this dispute with regard to certain members of the bargaining unit on the terms and conditions herein set forth,

Agreements

Council 94 and RIAC therefore, agree as follows:

1 RIAC will pay to the Eligible Employees (as defined below) who elect to participate in the terms of this Memorandum of Agreement (the "Settlement Participants," as defined below) the sum of twenty-five thousand dollars (\$25,000), on the schedule set forth below, as consideration for their voluntary release and waiver of any claims they may have to any Retiree Health Benefits (as defined below) from RIAC upon their retirement.

1.1 "Eligible Employees" are those employees not covered by R.I. General Laws 36-8-1 et seq. and who were employed by RIAC as of February 18, 2007, the date of the vote by Union members to ratify the Collective Bargaining Agreement of July 2006 - June 2009 (the "2006 CBA").

1.2 "Retiree Health Benefits" are any benefits that Council 94 contends are conferred upon Eligible Employees under Article 44 of the 2001 CBA.

1.3 "Settlement Participants" are those Eligible Employees who release and waive any and all rights they may have had, have now, or may have in the future to Retiree Health Benefits and who acknowledge this settlement in full by executing the Individual Settlement Letter in the form attached as Exhibit A.

1.4 The one-time payment totaling twenty-five thousand dollars (\$25,000) shall be paid to the Settlement Participants over a period of two (2) years in two (2) equal installments which RIAC anticipates

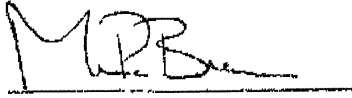
making on or before June 30, 2007, and on or before March 15, 2008. The payment schedule shall not be subject to any grievance or arbitration procedures and is at the sole discretion of RIAC, so long as payments are made within the two (2) year period.

- 2 In exchange for RIAC's agreement to pay good and valuable consideration to the Settlement Participants, Council 94 has guaranteed that a minimum of fifty-five (55) Eligible Employees will become Settlement Participants.
- 3 Additional Eligible Employees who wish to release their respective claims to Retiree Health Benefits shall have up to and including April 9, 2007, to become Settlement Participants by delivering to RIAC properly signed and witnessed Individual Settlement Letters.
4. RIAC has negotiated the terms of this Agreement with Council 94 in its capacity as the exclusive bargaining representative for members of the bargaining unit, and this Agreement has not been negotiated with any individual member of the bargaining unit.
- 5 Council 94 hereby represents and warrants that:
 - (i) it has made full disclosure of the terms of this settlement proposal to all bargaining unit members prior to the membership ratification vote;
 - (ii) Council 94, its agents, representatives and/or assigns have made no promises or representations, direct or implied, other than those contained within the 2006 CBA and this Agreement regarding the retiree health settlement proposal; and
 - (iii) the members of the bargaining unit have legally ratified the terms of the 2006 CBA, including the terms set forth herein regarding the retiree health settlement proposal.
- 6 RIAC hereby represents and warrants that:
 - (i) RIAC, its agents, representatives and/or assigns have made no promises or representations, direct or implied, other than those contained within the 2006 CBA and this Agreement regarding the retiree health settlement proposal; and
 - (ii) the RIAC Board of Directors has legally ratified the terms of the 2006 CBA.
7. The Settlement Participants shall and do now and forever waive any and all rights they may have had, have now, or may have in the future to Retiree Health Benefits, whether under State or Federal law, including but not limited to the Employee Retirement Income Security Act (ERISA), under any collective bargaining agreement, or in equity.

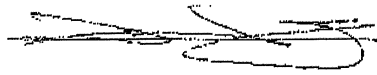
8. Each Settlement Participant shall be required to sign and deliver to RIAC an Individual Settlement Letter, in the form attached as Exhibit A that incorporates the terms of this Agreement by reference.
9. The Individual Settlement Letter to be signed by each Settlement Participant shall not be construed as usurping Council 94's exclusivity as bargaining agent for the bargaining unit members in violation of any state or federal laws, and shall not give rise to any grievances or claims, including but not limited to any unfair labor practice claims.
10. A Settlement Participant may revoke the decision to participate in the terms of this Agreement by submitting a written revocation to the RIAC Director of Human Resources within seven (7) days from the date he or she signed the Individual Settlement Letter, and no payments shall be made until the seven (7) day revocation period has expired.
11. This settlement is a binding contractual agreement between RIAC and Council 94 and also between RIAC and the individual Settlement Participants, with the consent and agreement of Council 94. This settlement is not subject to any of the grievance or arbitration procedures set forth in any collective bargaining agreement between RIAC and Council 94.
12. Council 94 will hold harmless and indemnify RIAC for any actions arising out of or related to any claims by any of the Settlement Participants and/or their respective heirs, successors or assigns relative to any assertions of entitlement to any Retiree Health Benefits from RIAC, including but not limited to any costs and attorneys' fees associated with RIAC's defense of any such claims.
13. RIAC continues to dispute that any collective bargaining agreement between RIAC and Council 94 obligates RIAC to provide retiree health benefits for any bargaining unit member other than those members transferred to RIAC from RIDOT in 1993. Therefore, with regard to those Eligible Employees who do not become Settlement Participants, RIAC hereby reserves the right to initiate legal proceedings, including but not limited to litigation and arbitration, to resolve the matter of the disputed retiree health benefits.
14. In the event that any of the terms of this Agreement is invalidated by a decision of a tribunal of competent jurisdiction or is found to be inconsistent with state or federal law and RIAC is thereby deprived of any of the consideration received by or due to RIAC under this Agreement, then the Settlement Participants and Council 94, jointly and severally, shall be liable for any amounts actually paid by RIAC under this Agreement, together with any interest on the same.

This Agreement shall be included in the Appendix to, and incorporated by reference into, the 2006 Collective Bargaining Agreement.

FOR THE RHODE ISLAND
AIRPORT CORPORATION:

A handwritten signature in black ink, appearing to read "MRPB", written over a horizontal line.

FOR COUNCIL 94, AFSCME,
AIRPORT LOCAL 2873

A handwritten signature in black ink, consisting of several horizontal strokes and a loop, written over a horizontal line.

Rhode Island Airport Corporation

INDIVIDUAL SETTLEMENT LETTER
RETIREE HEALTH BENEFITS

Employee:

Re: Settlement of Disputed Claim to Retiree Health Benefits

Dear Employee:

This letter confirms the full and final settlement of your claim under the 2001-2006 Collective Bargaining Agreement between RIAC and Council 94 (the "2001 CBA") with regard to retiree health benefits. That certain "Memorandum of Agreement - Retiree Health Benefits" between RIAC and Council 94, dated as of March 20, 2007, is hereby fully incorporated into this letter by this reference.

RIAC is paying you a sum totaling \$25,000, in two equal installments which RIAC anticipates paying on or before June 30, 2007, and on or before March 15, 2008, respectively (the "Settlement Amount"). With these payments, RIAC has paid you the full amount of the settlement negotiated with your bargaining representative, Council 94, regarding your disputed claim to retiree health benefits, and RIAC has no further obligation whatsoever to you with regard to retiree health benefits. Accordingly, in consideration of RIAC's agreement to pay to, you the Settlement Amount, you hereby voluntarily and permanently release and waive any and all claims against RIAC and Council 94 for retiree health benefits, whether under any collective bargaining agreement between RIAC and Council 94 or otherwise.

Sincerely yours,

Bruce Wilde
Director of Human Resources

Agreed and Accepted this _____ day of _____, 2007.

Employee: _____ Witness: _____
(Employee's signature) Council 94 Representative

(Employee's printed name)

APPENDIX E

Airport Police Officers shall work a rotating 14-day work schedule consisting of 12-hour shifts totaling 84 hours per cycle ("12 Hour Schedule")

The foregoing schedule shall be comprised of the following groupings working the identified shift hours:

A1 – Days (6:30 AM to 6:30 PM);

A2 – Days (7:00 AM to 7:00 PM);

A1 – Nights (6:30 PM to 6:30 AM);

A2 – Nights (7:00 PM to 7:00 PM);

B1 – Days (6:30 AM to 6:30 PM);

B2 – Days (7:00 AM to 7:00 PM);

B1 – Nights (6:30 PM to 6:30 AM);

B2 – Nights (7:00 PM – 7:00 AM).

In accordance with seniority, each Airport Police officer shall bid for one of the foregoing work schedule groupings.

A canine officer must be assigned to at least one of the A groupings and one of the B groupings. In accordance with seniority, RIAC may adjust the grouping assignments to achieve this requirement.

While the 12 Hour Schedule remains in effect, each Airport Police officer shall be entitled to two 30-minute paid breaks and one 15-minute paid break;

While the 12 Hour Schedule remains in effect, each airport Police Officer shall be paid at the annual rate set forth in "Appendix B – Schedule 300 – Classified Annual Salaries – Effective July 2008" of the July 1, 2006 – June 30, 2009, collective bargaining agreement ("CBA") for straight time pay. Overtime pay shall be calculated based on the greater of either an individual officer's regular rate or the rate derived from 2080 annual hours.

While the 12 Hour Schedule remains in effect, notwithstanding any other provision in the CBA, overtime work for Airport Police Officers shall be defined as the required performance of work in excess of the hours established in an individual officers' respective work schedule grouping by week (*i.e.*, hours in excess of 48 in the week the officer is scheduled to work 48 hours and hours in excess of 36 in the week the officer is scheduled to work 36 hours.)

While the 12 Hour Schedule remains in effect, each Airport Police Officer shall accrue an additional four hours of vacation for every 14-day work cycle worked. Vacation shall be dispensed in accordance with Article 12 of the CBA. Up to eight (8) hours of Vacation 2 Time will be allowed to be carried over for the calendar year.

- a. The eight (8) hours of Vacation 2 Time carry over will not affect the maximum allowed regular vacation time permitted for carry over in accordance with Article 12.
- b. Any Vacation 2 Time carried over must be used by the conclusion of the first (1st) pay period in February.
- c. Airport Police Officers will be permitted to carry a deficit of up to 12 hours of Vacation 2 Time if there is a proportionate amount of time remaining in the calendar year to earn it back. If unable to earn the time back, the time will be taken from another accrual category.

Appendix E

12 Hour Rotation

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| B | A | A | B | B | A | A |
| A | B | B | A | A | B | B |
| B | A | A | B | B | A | A |
| A | B | B | A | A | B | B |
| B | A | A | B | B | A | A |
| A | | | | | | |

APPENDIX F

K-9 Schedule

1. The new schedule for LEO NEDCTP K-9 handlers is as follows:

- One LEO NEDCTP K-9 handler: Tues. – Sat. 0600 to 1400 (5-2)
- One LEO NEDCTP K-9 handler: Sun. – Thurs. 0600 to 1400 (5-2)
- One LEO NEDCTP K-9 handler: Mon. – Fri. 0700 to 1500 (5-2)

2. In accordance with Fair Labor Standard Act, each LEO NEDCTP K-9 handler shall be permitted to leave one hour early each day as the time allocated to and compensation for the care of their respect dogs. Each LEO NEDCTP K-9 handler shall be entitled to one (1) hour of overtime on scheduled days off for the care of their respect dogs.
3. RIAC will make available all required LEO NEDCTP K-9 handler training. Training shall be assigned by the Canine Coordinator and will be shared in a fair and equitable manner.
4. Consistent with other RIAC Police Officer positions, the LEO NEDCTP K-9 handlers will work forty-two hours per week. To achieve these work hours, the third day of each handler's schedule, or another day of that week which is mutually agreed upon by the NEDCTP K-9 handler and RIAC, each such LEO NEDCTP K-9 handlers will stay and work the two (2) additional hours on that date. Based on this work schedule, the LEO NEDCTP K-9 handlers will continue to receive the Vacation II Time authorized under the Appendix E to the CBA. The LEO NEDCTP K-9 handlers four (4) contractual personal days will be based on an eight-hour work day.
5. LEO NEDCTP K-9 handlers will remain classified as a 324 and will maintain their seniority under the CBA. Upon leaving the NEDCTP K-9 program the LEO will be permitted to return to his bidded shift as of the date of this MOA (January 12, 2012.) If the schedule within the Police department changes from its present configuration, the LEO NEDCTP K-9 handlers will bid in accordance with the CBA. The LEO NEDCTP K-9 handlers' discharge of vacation, vacation II, personal, or holiday leave will be governed by the then applicable policy for RIAC Law Enforcement Officers. The LEO NEDCTP K-9 handler vacation picks will only affect the LEO NEDCTP K-9 handlers and will not affect any other RIAC Law Enforcement Officer.
6. In all other respects, the LEO NEDCTP K-9 handlers' duties, rights and responsibilities are governed by the CBA including, without limitation, Article 5.8.
7. K-9 Officers will receive 32 hours of personal time annually and be credited eight (8) hours for holidays.

LETTER AGREEMENT

In the event State Legislation or any changes to State Law regarding Pensions or Pension Contributions that prevents, changes or prohibits the Airport Corporation from contributing the defined contribution listed in the Collective Bargaining Agreement the corporation will make the employee whole.

Appendix G

Job Title: Executive Assistant to SVP
Department: Executive
Reports to: SVP
Status: Non Union
Pay Grade: TBD

SUMMARY: The Executive Assistant to the Senior Vice President (SVP) is responsible for providing comprehensive support to the SVP and the SVP's department(s) operations. This dynamic position requires the ability to anticipate needs, think critically, and offer solutions to problems with a high level of professionalism and confidentiality. The Executive Assistant must think independently to make decisions under pressure and possess good communication skills in order to convey information to the SVP and other RIAC employees efficiently and effectively.

ESSENTIAL DUTIES AND RESPONSIBILITIES Include the following. Other duties may be assigned:

- Design and produce complex documents in addition to reports and presentations requiring the use of independent judgment and initiative.
- Collect and analyze varied information and data from department staff and utilize the information to independently create presentations, metric-based reports, in addition to monthly and annual goal accomplishment reports.
- Lead the execution and completion of executive projects, ensuring appropriate delegation and successful completion, often under tight deadlines.
- Research and conduct data analysis to prepare pertinent documents for review and presentation by SVP.
- Work in conjunction with SVPs, VPs, Directors and attorneys on legal matters relating to the department, including, but not limited to, labor and employment matters.
- Attend and participate in meetings with SVPs relating to ongoing labor and employment matters including collective bargaining matters.
- Assist with and coordinate the drafting of responses to grievances, responses to desk audits, memorandums of agreement, and bargained agreements.
- Draft synopsis and briefs of ongoing labor and employment strategies and matters and related documents for the SVP's review and analysis.
- Coordinate meetings with staff and outside parties.
- Collect and prepare information for meetings with staff and outside parties.
- Work closely with SVP to keep him or her well informed of upcoming commitments and responsibilities.
- Determine priority of matters of attention for SVP; redirect matters to staff to handle, or handle matters personally, as appropriate.
- Keep SVP advised of time-sensitive and priority issues, ensuring appropriate follow-up.
- Coordinate special projects assigned by SVP.
- Review ongoing projects and assign work tasks to the administrative assistant(s).
- Provide event management support as requested.

- Attend meetings and take notes and minutes.
- Approve timecards and enter time off as needed.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Proficiency with computer applications, particularly Microsoft Suite applications.
- Excellent written and verbal communication skills.
- Time-management skills.
- Ability to pay attention to detail.
- Organization skills.
- Ability to multitask.
- Strong situational awareness and ability to maintain confidentiality.

EDUCATION/EXPERIENCE:

- Bachelor's Degree required.
- Three to five years of progressive experience working for an executive officer in a fast-paced office environment characterized by the management of confidential information.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Prolonged sitting, working at a computer console, and viewing a monitor for much of the day.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Climate Controlled office environment.

