

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF RHODE ISLAND AND THE COMMUNITY COLLEGE OF RHODE ISLAND
AND
EDUCATION SUPPORT PROFESSIONAL ASSOCIATION/NEARI
(Physical Plant Employees Overtime)

This Agreement is entered into this ____ day of _____, 2007, by and between the Community College of Rhode Island (hereinafter, the College) and the Education Support Professional Association/NEARI (hereinafter, the Union), and shall modify the Article 9.A-2 of the Collective Bargaining Agreement with respect to overtime between the Parties as follows:

A. ORDINARY OVERTIME

Step One: Overtime shall first be offered to Physical Plant employees on the basis of primary seniority and classification at the campus at which they are employed, on a rotating basis.

Step Two: Should the process indicated in Step One fail to generate a sufficient number of employees, the College may offer the overtime across campuses, by seniority and classification, on a rotating basis.

Step Three: Should the process indicated in Step Two fail to generate a sufficient number of employees, the College shall be entitled to direct and require (force-in) the most junior Physical Plant employee within the classification and at the campus from which the overtime work originated, to perform the work. Force-ins shall be made on a rotating basis per past practice, beginning with the most junior employee on the campus in which the overtime work originated. Physical Plant employees from the other campuses shall not be forced to work overtime at these campuses with the exception of Graduation and on an emergency basis.

B. INCLEMENT WEATHER OVERTIME

Step One: Overtime shall be assigned to employees on the basis of primary seniority and classification at the campus at which they are employed, on a rotating basis.

Step Two: Should the process indicated in Step One fail to generate a sufficient number of employees, the College may offer the overtime across campuses, by seniority and classification, on a rotating basis.

Step Three: If the Department exhausts the overtime procedures in Steps One and Two at the campus in which the overtime is originating, the College can offer the overtime to Physical Plant employees based on bargaining unit seniority, on a rotating basis.

C. GRADUATION OVERTIME

Step One: Overtime shall be offered to employees on the basis of primary seniority and classification at the campus at which they are employed, on a rotating basis.

Step Two: Should the process indicated in Step One fail to generate a sufficient number of employees, the College may offer the overtime across campuses, by seniority and classification, on a rotating basis.

Step Three: If Step Two fails to generate a sufficient number of employees, the College can offer the Graduation overtime to Physical Plant employees based on their bargaining unit seniority, on a rotating basis.

Step Four: Should the process indicated in Step Three fail to generate a sufficient number of employees, the College shall be entitled to direct and require (force-in) the most junior Physical Plant employee within the classification and at the campus from which the overtime work originated, to perform the work. Force-ins shall be made on a rotating basis per past practice, beginning with the most junior employee on the campus in which the overtime work originated. Physical Plant employees from the other campuses shall not be forced to work overtime at these campuses

- D.** For purposes of this memorandum, the term Physical Plant employee shall be any employee assigned to the Physical Plant under the pay grade of 21 within the State of R.I. classified service.
- E.** This Agreement shall expire on June 30, 2008, unless extended in writing by both Parties.
- F.** Except as modified by this Agreement, the terms of the collective bargaining agreement shall remain unchanged.
- G.** This MOA supersedes all prior Maintenance Department MOAs regarding Inclement Weather, Graduation and Overtime.

For CCRI

For the ESPA/CCRI

Date: _____

Date: _____