

November __, 2008

LETTER OF AGREEMENT – EZ PASS

Ms. Karen McAninch, Business Agent
USAW-RI, Local
[address]
[address RI

Re: Local __, USAW-RI and Rhode Island Turnpike and Bridge Authority – EZ Pass

Dear Ms. McAninch:

This letter of agreement will confirm the agreement between USAW-RI, Local ____ (“Union”) and the Rhode Island Turnpike and Bridge Authority (“RITBA” or the “Authority”) regarding the implementation of EZ Pass or another automated toll collection system (collectively, “EZ Pass”).

In the event that implementation of EZ Pass at the Newport Bridge prompts the Authority to consider the layoff of bargaining unit personnel, then the Authority shall follow the applicable terms of the Collective Bargaining Agreement for the period July 1, 2008, through June 30, 2011 (the “CBA”), including Article XXVI addressing automation/technological change and Article X, Section 10.2, as amended. Prior to executing the layoff of any bargaining unit operations personnel, the Authority shall also bargain with the Union, provided, however, that the collective bargaining negotiations shall be limited to the issues of severance terms for bargaining unit employee(s) to be laid off and/or alternative employment at the Authority.

It is further agreed that this letter of agreement shall expire on June 30, 2011.

Ms. Karen McAninch
November __, 2008
Page 2

Please acknowledge your agreement to the terms as set forth herein by executing one original of this letter agreement and returning it to me at your earliest convenience.

Sincerely,

LORI CARON SILVEIRA

ACKNOWLEDGED AND AGREED:

USAW-RI, LOCAL ____

By: _____
Karen McAninch, Business Agent

Dated: _____

cc: Buddy Croft, Executive Director
RITBA

November __, 2008

LETTER OF AGREEMENT – JOB DESCRIPTIONS - OPERATIONS

Ms. Karen McAninch, Business Agent
USAW-RI, Local
]address]
[address RI

Re: Local __, USAW-RI and Rhode Island Turnpike and Bridge Authority – Job Descriptions – Operations

Dear Ms. McAninch:

This letter of agreement will confirm the agreement between USAW-RI, Local ____ (“Union”) and the Rhode Island Turnpike and Bridge Authority (“RITBA” or the “Authority”) regarding modification of the job descriptions for the positions in the Authority’s Operations Division of toll collector, collector/supervisor and supervisor (collectively, the “Job Descriptions”). The Job Descriptions are being modified in anticipation of the Authority’s implementing EZ Pass or another automated toll collection system (collectively, “EZ Pass”).

It is hereby agreed that in consideration for the terms agreed to in the new Collective Bargaining Agreement for the period July 1, 2008, through June 30, 2011, as well as the terms of the “Letter of Agreement – EZ Pass,” each of the Job Descriptions may be and is hereby modified by adding to the “Position Responsibilities” section the following language regarding duties related to EZ Pass:

... Monitors some or all of the automated lanes for all extraordinary or unusual occurrences and incidents, including but not limited to gate malfunctions, transponder malfunctions, system malfunctions, unpaid toll issues, and motorist lane selection errors, collect tolls in automated lanes as needed, and manage and account for change fund and revenues related to collection of tolls in automated lanes.

It is further agreed that “casual” collectors may perform the above-described lane monitoring function.

Ms. Karen McAninch
November __, 2008
Page 2

Please acknowledge your agreement to the terms as set forth herein by executing one original of this letter agreement and returning it to me at your earliest convenience.

Sincerely,

LORI CARON SILVEIRA

ACKNOWLEDGED AND AGREED:

USAW-RI, LOCAL ____

By: _____
Karen McAninch, Business Agent

Dated: _____

cc: Buddy Croft, Executive Director
RITBA

November __, 2008

LETTER OF AGREEMENT – MILITARY LEAVE AND TRAINING

Ms. Karen McAninch, Business Agent
USAW-RI, Local
[address]
[address RI

Re: Local __, USAW-RI and Rhode Island Turnpike and Bridge Authority – Military Leave and Training

Dear Ms. McAninch:

This letter of agreement will confirm the agreement between USAW-RI, Local __ (“Union”) and the Rhode Island Turnpike and Bridge Authority (“RITBA” or the “Authority”) regarding military leave and military training.

In response to the extraordinary circumstances facing the United States since the September 11th attack on America, the Authority grants the following benefit to eligible employees for the duration of the Collective Bargaining Agreement in effect from July 1, 2008, through June 30, 2011. The Union has acknowledged that this action is being taken as an extraordinary measure, for the specific purpose of providing requested assistance to those summoned to serve in the military pursuant to the presidential selective reserve call-up or to fulfill related military duties specific to the war against terrorism.

A. Military Service Leave

- i. Every employee who is required to be absent from her or his position with the Authority because she or he has been involuntarily required to report for any military service by the appropriate authority is entitled to be restored to her or his previous position, or a similar position in the same status, provided that she or he remains qualified for the position, at the conclusion of the military service.
- ii. A full-time employee who is required to be absent from her or his position with the Authority because she or he has been involuntarily required to report for any military service by the appropriate authority shall, for the first one hundred and eighty (180) days of her or his military service, be paid by the Authority the difference between the amount of the salary that he or she earned from the

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

B. Military Training Leave

A full-time employee who has worked for the Authority for at least one hundred eighty (180) days and who is required to be absent from her or his position with the Authority due to military training shall continue to receive her or his normal pay, vacation, sick leave, bonus, advancement and other advantages of her or his employment for which she or he would otherwise be eligible for up to fifteen (15) working days on which she or he is required to be absent in each calendar year. An employee who is required to be absent for more than fifteen (15) working days in a calendar year shall be granted leave without pay or other benefits for the duration of her or his absence. The term "training activities" as used in this section shall not include weekly drill nights or similar drill periods lasting less than one day or a training period voluntarily engaged in by the employee beyond the training period required generally of the members of the respective branch of the armed service of which the employee is a member. In order to be eligible for all of the foregoing benefits, the employee must provide the Authority with a copy of an order, issued by the proper authority, directing her or him to report for military training during the period during which the employee is required to be absent from her or his position with the Authority.

It is further agreed that this letter of agreement shall expire upon ratification of a new collective bargaining agreement.

Ms. Karen McAninch
November __, 2008
Page 3

Please acknowledge your agreement to the terms as set forth herein by executing one original of this letter agreement and returning it to me at your earliest convenience.

Sincerely,

LORI CARON SILVEIRA

ACKNOWLEDGED AND AGREED:

USAW-RI, LOCAL ____

By: _____
Karen McAninch, Business Agent

Dated: _____

cc: Buddy Croft, Executive Director
RITBA

November __, 2008

LETTER OF AGREEMENT – TDI LEGISLATION

Ms. Karen McAninch, Business Agent
USAW-RI, Local
]address]
[address RI

***Re: Local __, USAW-RI and Rhode Island Turnpike and Bridge Authority –
Temporary Disability Insurance (“TDI”) Program***

Dear Ms. McAninch:

This letter of agreement will confirm the agreement between USAW-RI, Local ____ (“Union”) and the Rhode Island Turnpike and Bridge Authority (“RITBA” or the “Authority”) regarding participation of bargaining unit members in the Rhode Island Temporary Disability Insurance (“TDI”) program.

Under the TDI statute, Rhode Island General Laws § 28-42-1, et seq., as currently in effect, RITBA employees are not eligible to participate in the TDI program. It is hereby agreed that RITBA will support legislation introduced in the 2009 session of the Rhode Island General Assembly that would amend the TDI statute so as to allow the Authority’s unionized employees to participate in the TDI program, provided, however, that RITBA reserves the right to oppose any portion of any legislative bill that purports to go beyond the limited objective of allowing the Authority’s unionized employees to participate in the TDI program.

Ms. Karen McAninch
November __, 2008
Page 2

Please acknowledge your agreement to the terms as set forth herein by executing one original of this letter agreement and returning it to me at your earliest convenience.

Sincerely,

LORI CARON SILVEIRA

ACKNOWLEDGED AND AGREED:

USAW-RI, LOCAL ____

By: _____
Karen McAninch, Business Agent

Dated: _____

cc: Buddy Croft, Executive Director
RITBA

November __, 2008

LETTER OF AGREEMENT – SEASONAL MAINTENANCE EMPLOYEES

Ms. Karen McAninch, Business Agent
USAW-RI, Local
]address]
[address RI

***Re: Local __, USAW-RI and Rhode Island Turnpike and Bridge Authority –
Seasonal Maintenance Employees***

Dear Ms. McAninch:

This letter of agreement will confirm the agreement between USAW-RI, Local ____ (“Union”) and the Rhode Island Turnpike and Bridge Authority (“RITBA” or the “Authority”) regarding the seasonal maintenance employees hired by the Authority to assist the bargaining unit maintenance personnel as deemed necessary by the Authority.

It is hereby agreed that in consideration for the terms agreed to in the new Collective Bargaining Agreement for the period July 1, 2008, through June 30, 2011, the Union shall withdraw, with prejudice, the pending grievance challenging the Authority’s hiring of the seasonal maintenance employees.

It is further agreed that this letter of agreement shall expire on June 30, 2011.

Please acknowledge your agreement to the terms as set forth herein by executing one original of this letter agreement and returning it to me at your earliest convenience.

Sincerely,

LORI CARON SILVEIRA

Ms. Karen McAninch
November __, 2008
Page 2

ACKNOWLEDGED AND AGREED:

USAW-RI, LOCAL ____

By: _____
Karen McAninch, Business Agent

Dated: _____

cc: Buddy Croft, Executive Director
RITBA

November __, 2008

LETTER OF AGREEMENT – RATIFICATION

Ms. Karen McAninch, Business Agent
USAW-RI, Local
]address]
[address RI

***Re: Local __, USAW-RI and Rhode Island Turnpike and Bridge Authority –
Ratification***

Dear Ms. McAninch:

This letter of agreement will confirm the agreement between USAW-RI, Local ____ (“Union”) and the Rhode Island Turnpike and Bridge Authority (“RITBA” or the “Authority”) that RITBA agrees to pay each member of the bargaining unit a one-time ratification payment of five hundred dollars (\$500) upon ratification by the bargaining unit of the new Collective Bargaining Agreement for the period July 1, 2008, through June 30, 2011. The payment shall be made in accordance with regular payroll practices and shall be subject to regular withholdings but shall not be considered compensation for purposes of establishing base rate, overtime rate, or retirement plan contributions, provided, however, that each employee may elect to deposit the ratification payment into the Authority’s retirement plan or may elect to receive the ratification payment in equal annual installments during the term of the 2008-2011 Collective Bargaining Agreement.

Please acknowledge your agreement to the terms as set forth herein by executing one original of this letter agreement and returning it to me at your earliest convenience.

Sincerely,

LORI CARON SILVEIRA

Ms. Karen McAninch
November __, 2008
Page 2

ACKNOWLEDGED AND AGREED:

USAW-RI, LOCAL ____

By: _____
Karen McAninch, Business Agent

Dated: _____

cc: Buddy Croft, Executive Director
RITBA

Wellness Incentive Program

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

FY09 Wellness Incentive Activities*	Incentive
1. Health Assessment On-line completion, with appropriate steps taken to ensure health care confidentiality	\$100.00
2. Wellness Coaching Programs On-line completion of up to three programs such as: weight, heart health, stress, pre-diabetes, exercise or nutrition	\$50 each up to \$150 maximum
3. Preventative Screenings Incentive for up to four of the following visits or tests: Annual well physical or gynecological exam Basic metabolic panel Cervical cancer screening (PAP smear)/PSA screening Mammograms Pre-natal obstetrical care Colonoscopy Flu shot PSA Screen	\$50 each up to \$150 maximum
4. Participation in Body Mass Index Testing at Health Fair	\$50
5. Non-Smoker or Completion of Smoking Cessation Program	\$100
6. Blood Pressure in Healthy Range (Note: National Institute of Health's target is $\leq 120/80$) First year will use "generous" target: $\leq 140/90$ Subsequent years will use "standard" target: $\leq 130/85$ [Or completion of an alternative program if there are medical reasons why the member cannot participate in this incentive.]	\$100

Total Potential Incentives:

up to \$500/year maximum,
To be credited against
premium contributions due
and payable by employee

Additional Options for Future Years:

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

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