

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BEFORE THE RHODE ISLAND STATE LABOR RELATIONS BOARD

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| IN THE MATTER OF | : | |
| RHODE ISLAND STATE LABOR | : | |
| RELATIONS BOARD | : | |
| -AND- | : | CASE NO. ULP-5657 |
| STATE OF RHODE ISLAND | : | |
| DEPARTMENT OF CORRECTIONS | : | |

DECISION AND ORDER

TRAVEL OF CASE

The above entitled matter comes before the Rhode Island State Labor Relations Board (hereinafter "Board") on an Unfair Labor Practice Complaint (hereinafter "Complaint") issued by the Board against the State of Rhode Island (hereinafter "Employer") based upon an Unfair Labor Practice Charge (hereinafter "Charge") dated and filed on January 30, 2003 by the Rhode Island Brotherhood of Correctional Officers, (hereinafter "Union").

The Charge alleged: Violation of 28-7-13 (6) and (10)

"On or about December 27, 2002, the Department of Corrections unilaterally changed the job specifications for the following classifications represented by the Rhode Island Brotherhood of Police Officers: Security Specialists (Corrections), Maintenance Superintendent (Corrections) and Medical Records Clerk."

Following the filing of the Charge, an informal conference was held on February 26, 2003. The Board issued its Complaint on March 19, 2003. The Employer filed its answer on March 28, 2003 denying the allegations therein. A formal hearing on this matter was held on May 6, 2003. Upon conclusion of the formal hearing, the Chairman ordered briefs. The parties requested and were granted several extensions of time to submit the briefs. The Employer filed its brief on February 4, 2004 and the Union filed its brief on February 25, 2004.

FACTUAL SUMMARY

Among its classification of employee positions, the Department of Corrections has a position known as "Security Specialist"¹ and another position referred to as "Maintenance Superintendent." Both of these positions are included within bargaining units represented by the Union. On or about December 27, 2002, the State of Rhode Island conducted a public hearing to change the job specifications for both of these positions. As a result of the public hearings the job specifications for both positions were altered significantly, without bargaining with the certified bargaining representative. (Union Exhibits 2A, 2B, 3A, 3B)

Security Specialists

In 1999, prior to accretion to the bargaining unit, Security Specialist James Bailey submitted a proposed revised job description for the position of Security Specialist, as well as a request for a "Public Hearing" to Michael Frost, the Chief of Security at the Department of Corrections. (Employer Exhibit #1) This memo indicated that this issue had been a topic of discussion for period of two years at the time of the memo. On November 6, 2001, Mr. George Truman, Associate Director of Human Services wrote to Mr. Bailey and indicated that that he had met with Union representatives regarding pay grade increases for security specialists and that he would present figures to the Director of Corrections concerning the pay-grades. In that letter, Mr. Truman also indicated that he would be following up with the State Classification Division concerning job specifications. Mr. Truman also specifically stated in that memo that *"as further developments arise, I will be advising President Ferruccio."*²

¹ It should be noted at the outset of this discussion, that the status of "Security Specialists" at the Department of Corrections has a long history with this Board. The Union first tried to accrete these positions to its bargaining unit in 1998. After a trip to the Rhode Island Supreme Court on procedural grounds, the Union's petition for accretion was finally granted in 2001. In the interim, the employees who held the position of security specialists were trying to secure pay raises which they felt would be commensurate with the actual work they were performing.

² It should be noted that this memorandum, which addressed the terms and conditions of employment for security specialists was directed to Mr. James Bailey, an employee, with no copy to the certified bargaining representative.

Maintenance Superintendent

In November, 2000, George H. Truman, Jr., the Associate Director of the Department of Corrections, inquired of Ronald P. Clare, the Deputy Personnel Administrator, the appropriate process for commencing revision of the job specifications for various positions within the "maintenance hierarchy." (Employer Exhibit #3) The official job specifications were changed as a result of the public hearing held on December 27, 2002.

POSITIONS OF THE PARTIES

The Union maintains that it had no advance knowledge of the public hearing for the change to the job specifications and that the adoption of these changes represents a significant alteration of the qualifications for and duties of each position which should have been bargained for, prior to unilateral implementation. The Union acknowledges that it was aware of a request by security specialists for pay-grade increases and for changes to the job specifications, but maintains that the issues were not negotiated and that these issues were supposed to be discussed during contract negotiations which were scheduled to commence in 2003. (TR. p. 14, lines 18-24)

The Employer argues that pursuant to the Management rights clause of its contract and the broad powers of the Director of the Department of Corrections set forth in R.I.G.L. 42-56-10, the Employer has retained the right to alter job specifications. The Employer also argues that although the written job specifications were changed, the actual duties were not because the employees were already performing the duties; thus there was no change to terms or conditions of employment. The Employer also argues that this Board does not have jurisdiction over the within matter and that it must be referred to the parties' grievance/arbitration process, as set forth by the contract. The Employer also argues that the union waived its right to negotiate because it failed to request negotiations.

SUMMARY OF TESTIMONY & EXHIBITS

The Union presented the testimony of Kenneth Rivard, a long-time union official. He testified that when the position of Security Specialist was finally accreted to the bargaining unit, the members holding that position submitted the "same package" (concerning upgrades) to the Union as they had previously submitted to the Department. TR. p. 14, lines 6-9. Rivard testified that he spoke to George Truman on a couple of occasions and that Truman had indicated that the issue would be discussed during negotiations. TR. p. 14, lines 18-20. Rivard also testified that the Union did not negotiate any of the changes to the job specifications for either "security specialists" or the "maintenance superintendents." However, the Union was involved in discussions concerning the title of "Community Correctional Specialists". Mr. Rivard testified that he and another union official met with Assistant Director Ellen Alexander and Roberta Richman on several occasions regarding proposed changes to that title and that after they agreed to the specifications, they were submitted to the public hearing process. TR. p. 15, lines 12-21. In contrast, Mr. Rivard testified that the union never had any meetings concerning job specification changes for either security specialists or maintenance superintendents. TR. p. 16, lines 2-9.

The Union also presented the testimony of Richard Ferruccio, the Union President, who indicated that he first found out about the actual proposed changes to the job specifications for both security specialists and maintenance superintendents on the morning of the public hearing, which was December 27, 2002.³ TR. p. 21, lines 1-13. After learning of the scheduled public hearing, Mr. Ferruccio went to see Mr. Truman, to find out what was being proposed and why it was happening without notice to the union. Mr. Ferruccio testified that although the Union wanted to object on the record at the public hearing, by the time they found out about it, it was too late because the public hearing was over. TR. p. 22, lines 18-24; p. 24 lines, 15-24. The Union did immediately send a written objection to Mr. Anthony Bucci, the Personnel Administrator for the State of Rhode Island. (Union Exhibit #1) The State acknowledged that it did not provide

³ Mr. Ferruccio also testified that although the notice of public hearing was dated December 18, 2002, no one ever notified the Union and that he was personally not aware of the hearing until the morning of the hearing.

discuss the changes or provide advance notice to the union concerning the proposed changes to the job specification, because the changes were merely reflecting updates of current duties, and so therefore, the State's officials felt there was nothing to discuss. TR. p. 33, lines, 7-15.

The Union also presented the testimony of Anthony Feole, the Maintenance Superintendent of "Zone 2" at the Department of Corrections, a cluster of buildings on the south side of the Howard Complex. Mr. Feole testified that he was first employed as a maintenance superintendent in 1989 and was hired under the "old" job specifications. (Union Exhibit 2A) He testified that there are multiple differences between the "old" job specifications and the "new" specifications. (Union Exhibit #2B) He stated that the new specifications make the job more technical, such as developing capitol development programs with the associate director, developing computer data controls, new, more advanced educational requirements and the requirement for certification on the use of aerial lifts. TR. p. 37-38.

Mr. Feole testified that as far back as 1994, he submitted a desk audit seeking an upgrade to his position because he was doing a lot of things that were not in his job description. Mr. Feole stated that he was told by Ronald Clare (from classification) that Feole would not get an upgrade due to budgetary constraints and that he should just stop doing the extra duties that he had been performing. TR. p. 40-41) He also testified that he did not stop performing the extra duties because he needed to keep the Director happy with the buildings and that at the time of the hearing in this matter in 2003, he still had not received any pay increase to reflect the increased duties he has been performing since prior to 1994. TR. p. 41.

The Union also presented the testimony of Mr. James Bailey, a security specialist who testified in great detail and at great length concerning the differences in the "old" job specifications (Union Exhibit 3A) and "new" job specifications (Union Exhibit 3B) for security specialists. Mr. Bailey also testified that although he had initiated a request for upgrade many years ago, he first

learned that action had been taken on his job description after the public hearing.
TR. p 59. lines 8-13.

The Employer presented the testimony of Mr. Ralph Lee, the Associate Director of Maintenance for the Department of Corrections who is responsible for the upkeep of buildings within the Department and the capital development plan which involves building and renovating the prisons. He testified that he was approached by Council 94 union stewards on behalf of senior maintenance technicians who were seeking pay increases.⁴ Mr. Lee testified that he told Council 94 that he did not think that the Personnel Board would entertain any such increase because the job specifications and tests for the positions within the maintenance department were many years old and did not reflect current duties. Mr. Lee also testified that he determined that all of the job specifications for the classifications within the maintenance department were outdated and that he met with Mr. Truman and others at the Personnel Division to upgrade the various job specifications. TR. p 71-72. Mr. Lee candidly testified that he did not ever negotiate any of the changes to the job specification for maintenance superintendent with RIBCO. TR. p. 73, lines 9-16. Mr. Lee acknowledged that the new specifications exceed those contained in the old job description, but that the employees were already performing these duties TR. p. 74, lines 8-12 and lines 17-22.

The Employer presented the testimony of Mr. George Truman, the Associate Director of Human Resources for the Department of Corrections who testified that he was involved with the process of changing the job specifications for both the security specialists and the maintenance superintendents. He testified that the motivation for the changes to the maintenance superintendent job specifications came from a desire to develop examinations for employment and promotion within the entire string of maintenance personnel and that the motivation for the changes to the job specification for security specialist was to develop a compensation plan that paralleled the duties which were assigned. TR. p. 80. Mr. Truman also testified that the reason that the Union and the Employer

⁴ There are two bargaining units within the Department of Corrections' maintenance division; one represented by Council 94 and one represented by RIBCO (Rhode Island Brotherhood of Correctional Officers)

sat down and discussed changes to the classification of Community Corrections Specialist "was simply because a grant or statute was passed that enabled the Department of Corrections to open up a so-called Women's Transitional Facility" in Exeter. TR. p. 80.

As for the security specialists, Mr. Truman testified that as far back as 1998 or 1999, the Department began to realize that some changes to the job specifications may be in order and that the employees were not always utilized in the correct fashion. TR. p. 82. Mr. Truman testified that the Security Specialists were accreted to the RIBCO bargaining unit in February 2001 and that after the accretion, he met with the Union a few times on the issue. Mr. Truman testified that the Union was also interested in discussing other positions TR. p. 86. Mr. Truman indicated that in October 2001, it was determined that all further discussions regarding salary increases would be deferred until contract negotiations in 2003. TR. p. 88. Mr. Truman also testified that it was his belief that the Union was only interested in discussing salary issues and that he believed the Union knew that the Employer was upgrading the security specialist specifications. TR. p. 89. Finally, Mr. Truman testified unequivocally that is the position of the Department of Corrections that it is not required to negotiate changes in job specifications with labor organizations. TR. p. 89-90. He also acknowledged that "public hearings" are not part of the negotiation process. TR. p. 90. Mr. Truman also admitted that although he did recommend changes to the job specifications for both security specialists and maintenance superintendents, that he did not recommend any changes in pay grades for either position. TR. p. 91.

On cross examination, Mr. Truman testified that when an employee is performing job duties that aren't officially a part of a job description and then for whatever reason, stopped performing the duties, that employee would be subject to discipline because the duties would have been deemed to be part of his overall scope of duties because job descriptions have a catch all phrase of "other duties assigned". Mr. Truman agreed that there were substantive changes to

the job descriptions including additional educational requirements and supervisory experience for maintenance superintendents. TR. p 94-95.

DISCUSSION

The legal questions presented in this case are (1) Whether or not the Employer has any legal obligation to bargain with the certified bargaining representative when changing job specifications for positions which have union representation. (2) If a bargaining obligation exists, was it satisfied in this case.

The key legal issue in this case was well presented by the Union in its brief where it states: "It is well settled under federal law that matters pertaining to 'wages, hours, and conditions of employment' are mandatory subjects for bargaining. Job descriptions have been held to have a direct impact on wages and conditions of employment and are therefore considered mandatory subjects of bargaining. *Bloomsburg Craftsman, Inc.*, 276 NLRB 400, 404 (1985) (citing *Borg Warner Corp.*, 356 U.S. at 342). Accordingly, attempts by employers to unilaterally change job descriptions without bargaining are violative of the National Labor Relations Act. *Beverly Health and Rehabilitative Services, Inc.*, 332 NLRB No. 26 (2000) Unilaterally issuing new job descriptions to union represented employees violates section 8 (a) (5) of the Act. *Continental Oil Co.*, 95 NLRB 358 (1951).

In this case, the testimony and evidence overwhelmingly support a finding that although individual employees, not represented by this Union, may have initially raised the issue of pay equity and upgrading positions, the Employer was aware that the security specialists had been accreted to this bargaining unit in February 2001, and those maintenance superintendents were part of this bargaining unit. Although the Union did not charge the Employer with "direct dealing" in this case, it appears to the Board that the same *may* have occurred. Specifically, Employer's exhibit #5 is a memo dated September 4, 2001 to Security Specialist James Bailey and others, with copies going to several individuals (none identified as Union representatives) In the memo, George Truman advises the Security Specialists to meet with the Union and indicates

that he (Truman) will propose to Union President Ferruccio that they meet ASAP. In Employer's exhibit #2, Mr. Truman writes again, but only to Mr. Bailey, with copies to several individuals (none identified as Union representatives) concerning the terms and conditions of employment for the security specialists. The existence of this memo suggests to the Board that Mr. Truman failed to fully grasp the impact of the accretion of the Security Specialists to this bargaining unit. It certainly seems inappropriate for the Employer to be having direct communications with one member of the bargaining unit (who is not the designated bargaining representative) concerning the terms and conditions of employment *for all the security specialists*. Since the Union has not specifically complained concerning this direct dealing and since the Board is not certain that the Union wasn't copied on this memo, the Board will decline to amend its complaint or find an unfair labor practice on these facts. However, the Employer should take this as a warning that once positions are accreted to a bargaining unit, the Employer needs to be more careful with direct communications concerning the terms and conditions of employment for an entire class of positions.

Notwithstanding the Employer's "pass" on the direct dealing issue above, the Board notes that this memo specifically indicates that Mr. Truman would be advising Mr. Ferruccio "as further developments arise." The testimony however, indicates that Mr. Truman did not advise Mr. Ferruccio any further and that he believed the Department has no obligation to negotiate changes to the job specifications. The Board finds this disturbing, especially since Mr. Truman acknowledged that the public hearing process was not part of negotiations. Thus, the Board is left to understand that the Employer ultimately failed to communicate with the Union concerning any of the substantive changes to the job descriptions, despite assurances that the Employer would in fact communicate further developments.

The Employer has raised as its defense the existence of the "broad statutory authority" of the Director of the Department of Corrections and the existence of the Rhode Island Merit System Law. The Employer cites the Rhode

Island Supreme Court's decision in Vose v. Rhode Island Department of Correctional Officers, 587 A.2d 913 (1991) as grounds for its position that extensive deference must be given to the Director of the Department of Corrections in his execution of the powers and duties concerning the hiring, promoting, transferring and assignment of employees [including the updating of job specifications] within the Department. (Employer's brief un-numbered p. 3-4) The Employer argues in the alternative that all it did was recommend to the Department of Administration, the recommended changes.

The Union submits that the Employer's duty to bargain over changes to the terms and conditions of employment set forth in Title 28, Chapter 7 and the Personnel Administrator's duties for creating job classifications for state employees as set forth in Title 36, Chapter 11 can and should be interpreted harmoniously. The Union notes that the merit system, which was originally enacted in 1939 - prior to the advent of collective bargaining for state employees - grants authority to the Personnel Administrator, concerning the classification and salary of state employees, subject to public hearings and gubernatorial approval. In 1972, the Legislature repealed R.I.G.L. 36-11-5 which had given the merit system priority over negotiated agreements. Since then, the Rhode Island Supreme Court has ruled that merit system structure and the collective bargaining structure should be so interpreted that both may coexist in harmony and held that rules promulgated pursuant to this section shall not change conditions of employment in a unit covered by a collective bargaining agreement. Rhode Island Brotherhood of Correctional Officers v State of Rhode Island, 643, A.2d 817,821 (1994).

The Board concurs with the Union that the facts of this case illustrate an exclusive application of merit system procedures, to the exclusion of collective bargaining input. The two systems can be harmonized, as the Union points out, by having the parties negotiate and reach agreement on new classifications or revised job specifications and then employing the merit system procedural processes or public hearing and submission to the Governor. The Board finds that the Employer does have an obligation to bargain changes to the official job

descriptions of represented employees, and that the Employer failed to meet that bargaining obligation in this case.

FINDINGS OF FACT

- 1) The Respondent is an "Employer" within the meaning of the Rhode Island State Labor Relations Act.
- 2) The Union is a labor organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining and of dealing with employers in grievances or other mutual aid or protection and as such is a "Labor Organization" within the meaning of the Rhode Island State Labor Relations Act.
- 3) Among its classification of employee positions, the Department of Corrections has a position known as "Security Specialist" and another position referred to as "Maintenance Superintendent." Both of these positions are included within bargaining units represented by the Union.
- 4) In 1999, prior to accretion to the bargaining unit, Security Specialist James Bailey submitted a proposed revised job description for the position of Security Specialist, as well as a request for a "Public Hearing" to Michael Frost, the Chief of Security at the Department of Corrections.
- 5) In November 2000, George H. Truman, Jr., the Associate Director of the Department of Corrections, inquired of Ronald P. Clare, the Deputy Personnel Administrator, what was the appropriate process for commencing revision of the job specifications for various positions within the "maintenance hierarchy."
- 6) The Security Specialists were accreted to the Union in February 2001.
- 7) Mr. Truman indicated that in October 2001, it was determined that all further discussions regarding salary increases would be deferred until contract negotiations in 2003.
- 8) On November 6, 2001, Mr. George Truman, Associate Director of Human Services wrote to Mr. Bailey and indicated that that he had met with Union representatives regarding pay grade increases for security specialists and that he would present figures to the Director of Corrections concerning the

pay-grades. In that letter, Mr. Truman also indicated that he would be following up with the State Classification Division concerning job specifications. Mr. Truman also specifically stated in that memo that “as further developments arise, I will be advising President Ferruccio.”

- 9) Mr. Truman did not advise President Ferruccio on either the proposed changes to the job description for security specialists or the public hearing which was convened two days after Christmas in 2002.
- 10) On or about December 27, 2002, the State of Rhode Island conducted a public hearing to change the job specifications for both of these positions. As a result of the public hearings, the job specifications for both positions were altered significantly. The summary of changes presented in the Union's brief from pages 1 through the top of page 5 are incorporated herein by reference and made a part of the Board's findings of facts herein. These pages are also appended to this decision and order.
- 11) No evidence was submitted to the Board to demonstrate whether the Union was provided with any advance notice of the public hearing and the Union President testified that he found out about the hearing on the morning that it was held.
- 12) The Employer did not negotiate with the certified bargaining representative concerning any of the changes to the job descriptions for either security specialists or maintenance superintendent.

CONCLUSIONS OF LAW

- 1) The Union has proven by a fair preponderance of the credible evidence that the Employer has committed a violation of R.I.G.L. 28-7-13 (6) and (10).

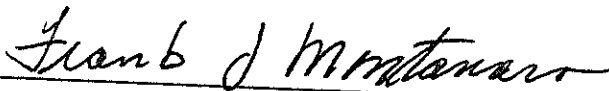
ORDER

- 1) The Employer is directed to cease and desist from submitting changes to existing job specifications to the Department of Administration without prior bargaining with the certified bargaining representative.
- 2) The Employer is directed to post a copy of this decision and order for a period of thirty (30) days on all bulletin boards utilized by the Department for employee notices.
- 3) The Employer is directed to cease and desist from requiring employees to perform any job duties which were added by the revised job descriptions until these changes are negotiated in good faith with the certified bargaining representative.

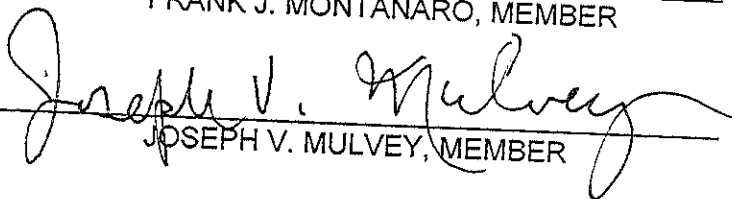
RHODE ISLAND STATE LABOR RELATIONS BOARD



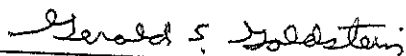
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JOHN R. CAPOBIANCO, MEMBER



ELIZABETH S. DOLAN, MEMBER

ENTERED AS AN ORDER OF THE
RHODE ISLAND STATE LABOR RELATIONS BOARD

Dated:  2005

By: 
ROBYN H. GOLDEN, ACTING ADMINISTRATOR

ULP-5657

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
BEFORE THE RHODE ISLAND STATE LABOR RELATIONS BOARD

IN THE MATTER OF
RHODE ISLAND STATE LABOR
RELATIONS BOARD
-AND-
STATE OF RHODE ISLAND
DEPARTMENT OF CORRECTIONS

CASE NO. ULP-5657

NOTICE OF RIGHT TO APPEAL AGENCY DECISION
PURSUANT TO R.I.G.L. 42-35-12

Please take note that parties aggrieved by the within decision of the RI
State Labor Relations Board, in the matter of ULP No. 5657 dated July 7, 2005
may appeal the same to the Rhode Island Superior Court by filing a complaint
within thirty (30) days after July 7, 2005.

Reference is hereby made to the appellate procedures set forth in R.I.G.L.
28-7-31.

Dated: July 17, 2005
By: Robyn H. Golden
Robyn H. Golden, Acting Administrator

INTRODUCTION

This case comes before the Board on a January 30, 2003 charge filed by the Rhode Island Brotherhood of Correctional Officers (RIBCO or the Brotherhood) contending the State violated the provisions of Title 28, Chapter 7, Sections 13(6) and (10) when it unilaterally changed the job specifications for Security Specialist and maintenance Superintendent (Corrections) at a public hearing conducted on December 27, 2002¹. The Board's Complaint issued on March 19, 2003 and resulted in a formal hearing on May 2, 2003.

For purposes of this brief specifications in existence prior to December 27, 2002 have been designated as the "existing specifications", while those enacted at the public hearing have been styled the "revised specifications." Exhibits 2A [Maintenance Superintendent-(Corrections)] and 3A (Security Specialist-ACI) are in evidence as the existing specifications while exhibits 2B and 3B reflect the revised version of those documents. An analysis of the changes affected for each classification is set forth below:

SECURITY SPECIALIST (CORRECTIONS)

GENERAL STATEMENT OF DUTIES

EXISTING SPECIFICATIONS

1. "... to maintain security equipment .."
2. "weapons, restraints, metal detectors, riot equipment.."
3. "to act as Chief of Security in his/her absence".

REVISED SPECIFICATION

1. "to develop and implement a variety of security systems"
2. "alarm systems (microwave, taut wire and fence mounted alarm units), video surveillance equipment and cameras"
3. no reference to functioning as Chief of Security

¹ A copy of the notice of hearing is attached as Appendix A.

ILLUSTRATIVE EXAMPLES OF WORK PERFORMED

EXISTING SPECIFICATION

1. "To conduct security audits of all areas to include perimeters."
2. No reference to the initiation of disciplinary action.
3. "To assist in the additions or alterations of equipment or structures such as closed circuit TV, radio equipment, padlocks".
4. No reference to responsibility with regard to fire equipment or preparation of the Fire Evacuation Plan.
5. No reference to responsibility with regard to the drug testing program.
6. "To assist in the instruction of Correctional Officers in the principles and techniques of security systems."

REVISED SPECIFICATION

1. "To conduct security audits, at assigned facility, which include physical security of all areas to include perimeters, staff adherence to policies and procedures and inmate activity."
2. "To initiate disciplinary and/or corrective actions for those who violate security policies and procedures."
3. "To organize, inventory, purchase and maintain security equipment and supplies...."
4. "To provide fire extinguishes, fire blankets, and self-contained breathing apparatuses for the facility, and to prepare and write the Fire Evacuation Plan for the facility."
5. "To oversee all aspects of the drug-testing program at the Department of Corrections, which includes scheduling and conducting tests, training staff, ordering supplies, calibrating and repairing drug-testing equipment."
6. "To propose and draft recommendations for new or revised security policies and procedures."

REQUIRED QUALIFICATIONS FOR APPOINTMENT

EXISTING SPECIFICATION

1. no reference to knowledge of alarm systems, video surveillance equipment, cameras, radios.
2. no reference to drug testing policies

REVISED SPECIFICATION

1. "a thorough knowledge of alarm systems, video surveillance equipment, cameras, radios....."
2. "a working knowledge of

and procedures or the ability to utilize and maintain drug testing equipment.

3. no reference to knowledge of fire protective equipment.
4. no reference to interpersonal skills.

Department of Corrections drug testing policies and procedures and the ability to utilize and maintain related equipment."

3. "a working knowledge of fire protective equipment."
4. "The ability to use good judgment in dealing with personnel."

EDUCATION AND EXPERIENCE

EXISTING SPECIFICATION

"EXPERIENCE": Such as may have been gained through: employment with a large municipal, state, federal correctional agency or private security company."

REVISED SPECIFICATION

"EXPERIENCE": Such as may have been gained through: employment involving the development and implementation of sophisticated security systems within a large municipal, state or federal correctional agency, private security company or comparable setting."

MAINTENANCE SUPERINTENDENT (CORRECTIONS)

ILLUSTRATIVE EXAMPLES OF WORK PERFORMED

EXISTING SPECIFICATION

1. No reference to participation in Capital Development Programs
2. No reference to responsibility for construction work.
3. No reference to computer skills.
4. No reference to operation of aerial lifts.

REVISED SPECIFICATIONS

1. "To work with facility administrators in developing Capital Development Facility Programs".
2. "To monitor construction work".
3. "To enter and retrieve data by means of a personal computer or on-line terminal."
4. "To operate automotive equipment such as automobiles or

small trucks, as well as aerial lifts.”

KNOWLEDGES, SKILLS and CAPACITIES

EXISTING SPECIFICATION

- 1. No reference to operation of micro-processing operating systems
- 2. No reference to knowledge of building automation systems.
- 3. No reference to knowledge of electrical instrumentation.

REVISED SPECIFICATION

- 1. “A working knowledge of direct digital computer based micro-processing operating systems.”
- 2. “A working knowledge of programs, graphs, and schedules as they pertain to various building automation systems.”
- 3. “A working knowledge of electrical instrumentation used in mil-amps, both low and high voltage.

EDUCATION AND EXPERIENCE

EXISTING SPECIFICATION

- 1. No requirement for trade school
- 2. No reference to the number of years supervising experience required.

REVISED SPECIFICATION

- 1. “.... and/or completion of at least two years of trade school in areas involving building maintenance and repair.”
- 2. “...three to five years employment in a supervisory position....

SPECIAL REQUIREMENT

EXISTING SPECIFICATION

No special requirements

REVISED SPECIFICATION

“at time of appointment must be physically qualified to perform assigned duties as evidenced by a physician’s certificate. Must possess and maintain a valid Rhode Island driver’s license as a condition to employment. Upon employment must obtain and maintain

certification to operate an aerial lift unit".

Two distinct, but related, questions must be answered with regard to the existing and revised specifications for both classifications: 1) Do the changes represent a significant alteration of the qualifications for, and duties of, each position? 2) If the revisions are material, are they legally significant?

ARGUMENT

I. CHANGES TO THE SECURITY SPECIALIST SPECIFICATION REPRESENT A SIGNIFICANT ALTERATION OF THE QUALIFICATIONS AND DUTIES OF THE CLASSIFICATION.

There can be neither question nor doubt that the functions of a Security Specialist outlined in the existing specification are vastly different from those described in the revision of that document. The scope of responsibilities has been exponentially expanded from inspection and maintenance of elementary security equipment (weapons, restraints, metal detectors, riot equipment) to responsibility for state of the art security devices (microwave, taut wire and fence mounted alarm units, video surveillance equipment and cameras).²

Duties have been added in the revised document with regard to fire equipment and drug testing which were not incorporated in the existing specification and an obvious attempt has been made to convert the position to one of supervisory status. Security Specialists under the revised document "propose and draft recommendations for new or revised security policies and procedures", "prepare and write the fire evacuation plan", "purchase security equipment," "assist in the instruction of correctional officers," monitor and require "staff adherence" to security policies, and most importantly, "initiate

² The educational and experience component of the job description has been correspondently expanded to require knowledge of and experience of a wide array of sophisticated security implements.