

ORIGINAL

**MASTER AGREEMENT
BETWEEN
STATE OF RHODE ISLAND
AND
RHODE ISLAND COUNCIL 94, AFSCME AFL-CIO**

July 1, 2017 through June 30, 2020

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MEMORANDUM OF AGREEMENT

This Master Agreement is hereby entered into this ____ day of _____, 2018 by and between the State of Rhode Island, hereinafter referred to as the State, 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 State of Rhode Island by encouraging a more harmonious and cooperative relationship between the State and its employees by providing for procedures which will facilitate free and frequent communication between the State 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 agree further that high morale and good personnel relations through a stabilized Union relationship are essential to carry out this end. No negotiated Settlement Agreements or Memorandums of Agreements entered into after the ratification of this agreement will have precedential effect, amend this agreement, or provide for wage rate adjustments unless they are signed by the Director of Administration or his/her designee.

ARTICLE 1

RECOGNITION

1.1 The State hereby recognizes the Union for the purposes of this Master Agreement as the sole and exclusive bargaining agent for all State employees with regard to wages, hours, and working conditions for whom Rhode Island Council 94, AFSCME, AFL-CIO are currently certified to represent by the decision of the State Labor Relations Board, and those State employees who are in bargaining units that are recognized by mutual agreement or upon certification by the State Labor Relations Board.

Upon such recognition, such new units shall automatically be covered by the terms of this Master Agreement and negotiations for mini-contracts shall begin immediately upon such recognition. Upon termination of the Council 94 certification for any bargaining unit, the provisions of this Master Contract shall be automatically terminated. The terms of this Master Contract are non-transferable and non-assignable. The following is a list of the certificate numbers currently represented by Council 94:

| | | | | | |
|---------|---------|----------|---------|---------|---------|
| EE-1690 | EE-1714 | EE-1715 | EE-1766 | EE-1767 | EE-1789 |
| EE-1794 | EE-1804 | EE-1805 | EE-1825 | EE-1847 | EE-1848 |
| EE-1896 | EE-1899 | EE-1926 | EE-1993 | EE-2057 | EE-2069 |
| EE-2089 | EE-2098 | EE-3095 | EE-3113 | EE-3114 | EE-3133 |
| EE-3144 | EE-3146 | EE-3149 | EE-3152 | EE-3157 | EE-3163 |
| EE-3221 | EE-3260 | EE-3324 | EE-3328 | EE-3332 | EE-3333 |
| EE-3337 | EE-3338 | EE-3342 | EE-3373 | EE-3402 | EE-3403 |
| EE-3406 | EE-3417 | EE-3418A | EE-3446 | EE-3504 | |

ARTICLE 2

NON-DISCRIMINATION CLAUSE

2.1 The State and the Union agree not to discriminate against any member of the bargaining units covered by this Agreement because of race, religion, creed, color, sex or sexual orientation, gender identity and expression, age, physical handicap, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organization.

2.2 The State 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.

2.3 The Union shall not discriminate against any employee in the administration of this agreement because of non-membership in the Union.

2.4 The State and the Union agree to establish a committee consisting of representatives from both sides to continue to explore affirmative employment action, diversity training 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 State Controller 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.

3.3a. In the event that the dues collection/service fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision by a court of competent jurisdiction, the parties agree to discuss and bargain on a new system of dues/service fee collection within 30 days of such act/decision.

3.4 The State Controller shall forward all deductions covered by this agreement to Rhode Island Council 94, AFSCME, AFL-CIO on a bi-weekly basis.

3.5 The State Controller 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 Council 94, AFSCME.

3.6 The State 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 State 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 State 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 State 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 State 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, employee I.D. number, date of hire, classification, and department. Local presidents or their designee shall be afforded the right to meet with all new members.

3.7a. Effective upon ratification of this Agreement, the State shall provide the Union Executive Director, on a quarterly basis, the following information on every employee within the respective bargaining units: name, address, employee I.D. number, date of hire, classification and department.

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 State and the employees are vested solely in the State.

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 four basic work weeks as follows:

- 1. A 35 hour work week (5 consecutive days of 7 consecutive hours),

exclusive of unpaid lunch periods.

2. A 40 hour work week (5 consecutive days of 8 consecutive hours each), exclusive of unpaid lunch periods.
3. A non-standard work week (5 consecutive days of at least 7 consecutive hours each), exclusive of unpaid lunch periods.
4. Non-Standard, non-exempt work week: Employees so classified by the Personnel Administrator who work more than forty (40) hours in a work week shall receive overtime pay at time and one half for all hours worked in excess of forty (40) hours. Employees so classified are listed in Appendix A. The number of hours in an employee's regular work week will not be increased as a consequence of this paragraph. Nothing in this agreement shall be construed to change existing work weeks.

Basic work weeks which include Saturday or Sunday or both Saturday and Sunday, will be limited to new or vacant positions. If the number of bidders are insufficient to fill such positions, involuntary changes in scheduled work hours will be subject to the provisions of Section 5.2 of this Article.

5.2 It is recognized that there are now other work schedules peculiar to certain classes of positions, which are recognized by the State 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 State shall notify the Union's Executive Director, 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.

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.

5.6 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the State, by reason thereof, to take time off to equalize their working hours.

5.7 When an employee is required in writing or orally by the appointing authority or his/her designee to work in a higher class of position for a period of more than three (3) 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 (1) step over his/her 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 (24) hours of said direction, and an employee may refuse such assignment if she/he does not receive such written authorization or direction.

The Local Union President or appropriate union official will be notified quarterly, either in writing or electronically, of every bargaining unit member assigned to work in a higher class of position pursuant to this article.

A three-day rule assignment for a bargaining unit position that is created by illness leave, injury leave, workers compensation leave, military leave or other leave where the employee has not vacated the position (“Encumbered Positions”) will not exceed twelve (12) months. If at the end of the twelve (12) month period, the vacated position remains an Encumbered Position, the State may fill the position with additional three- day rule assignments of other employees. If at the end of the twelve (12) month period the position is not Encumbered, it will be posted as a vacant position in accordance with Article 11 of the collective bargaining agreement, provided the position is funded and approved to be filled. The twelve (12) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

A three-day rule assignment for a bargaining unit position that is created by termination, resignation or retirement will not exceed nine (9) months. Thereafter it will be posted as a vacant position in accordance with Article 11 of the collective bargaining agreement, provided the position is funded and approved to be filled. The nine (9) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

If at the end of the 3-day rule assignment period the position the employee is assigned to is not approved and funded, the assigned employee will be returned to their original pre-3-day rule assignment. Such positions will not be filled with another three-day rule assignment.

This provision will become effective upon ratification and the time frame set forth herein will begin to run at that point.

ARTICLE 6
SALARY SCHEDULE

6.1 WAGES.

There shall be across-the-board base wage increases as follows:

| | |
|-----------------|------|
| January 1, 2018 | 2% |
| January 1, 2019 | 2.5% |
| July 1, 2019 | 2% |
| January 1, 2020 | 1% |

6.2 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 one-hundred thirty days worked 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 An employee with temporary status shall receive a one-step increase after six months of service, which shall be one-hundred thirty days worked, and after each year of service thereafter in their classification, until they have reached the maximum of their grade.

6.4 Each employee shall be granted a longevity increase according to the following formula:

| Percentage Increase | |
|----------------------------|--------------|
| Years of Service | On Base Rate |
| 5 | 5% |
| 11 | 10% |
| 15 | 15% |
| 20 | 17.5% |
| 25 | 20% |

6.5 Effective July 1, 2012, notwithstanding any provision of the collective bargaining agreement to the contrary, an employee's eligibility for longevity stipends, including the amount thereof, shall be governed by the applicable provisions of Article 8 of the FY 2012 Budget (P.L. 2011, ch.151, art 8), as amended.

6.6.a Each employee, who has successfully completed a four-course curriculum approved in advance by the Personnel Administrator, shall be entitled to a one-step pay increment next above their current base step (or if the employee is at the maximum of the grade, an increment equal in the amount to the difference between the last step in the pay range and that step immediately prior to it.)

6.6.b

1. Persons employed prior to July 1, 2001 may retain the increment provided for in 6.6a but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of his/her employment with the State.
2. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to the Department of Administration's Office of Training and Development a written form giving up career increment retention under Paragraph 1.
3. Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their careers, subject to the following:
 - a. Each earned increment shall be retained for not more than four (4) years;
and

- b. Each employee shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three years or more after final payment of the previously earned increment.

6.7 The following schedule sets forth the pay plan, including step increases for each grade in the pay plan. Classification title and grade levels shall be as set forth in Appendix B, Salary Schedules and Grade Levels.

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

6.9 Overpayments/Fast Track Arbitration

- a. In the event an employee is overpaid for any reason, the State shall provide documentation concerning the overpayment to the employee and, upon request of the employee, to the president of his/her local union. The amount of the overpayment shall be repaid to the State by payroll deduction. If the amount of the overpayment is less than 15% of the employee's net bi-weekly pay, the State may recoup the entire payment in one lump sum. If the overpayment exceeds 15% of the employee's bi-weekly pay, the State may recoup the over payment in installments not to exceed 15% of the employee's net bi-weekly pay.
- b. Any dispute between the State and the Union or between the State and any employee, regarding the amount of any overpayment of wages, shall be submitted to fast-track arbitration in accordance with Article 26.7. The arbitrator shall decide issues of fact and, if applicable, the appropriate remedy. If the arbitrator orders the employee to reimburse the State, the reimbursement shall be by payroll

deduction in amounts ordered by the arbitrator.

- c. In the event that the State and employee agree as to the amount of wages the employee was overpaid, but disagree as to the reimbursement schedule, the payroll deduction reimbursement schedule shall be submitted to fast-track arbitration in accordance with Article 26.7 on a last best offer basis.

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. Employees hired into state service on or after June 29, 2014 shall not receive shift differentials for hours worked between 7 a.m. and 3 p.m. Shift differentials will only be paid in accordance with agreed upon contract language.

7.2 All employees, who are permanently assigned to work sixteen or more hours of a forty hour work week or fourteen or more hours of a thirty-five hour work week during the "evening tour of duty" or during the "night tour of duty" shall be compensated an additional seventy 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 hours or fourteen mentioned in Section 7.2 of this Article, shall be compensated for the hours actually worked at the rate of shift differential provided herein.

Any employee assigned to the first shift and required to work on the second 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.

Any employee assigned to the day schedule, who is required to change that schedule to work an evening or night tour of duty in place of that employee's regularly scheduled hours, shall receive shift differential pay for such evening or night tour of duty hours actually worked.

Any employee who normally works an assigned "evening tour of duty," who is requested to work the day shift following the completion of their "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.

7.4(a) Effective July 1, 2018, employees with a CNA certification and working in the classification of Certified Nursing Assistant (CNA), Institution Attendant (IA), Institution Attendant Psychiatric (IAP), and Mental Health Workers (MHW) shall be paid a stipend of \$2.00 per hour for all hours worked on Saturdays and Sundays from Saturday 12:00 a.m. until Sunday 11:59 p.m.

7.4(b) The Union and the State shall negotiate changes to the seniority provisions applicable to CNAs in order to permit all CNAs working at Group Homes, the Veterans Home, and State hospitals to be assigned to schedules which allow regular weekend days off. In the event that the Union and the State fail to reach agreement on a modification of the seniority provisions to allow this the stipends referred to above shall not go into effect.

7.4(c) Article 7.4 (a) – (c) shall be null and void if the legislature enacts patient staffing limits applicable to CNAs at the Group Homes, Veterans Home, and State hospitals.

ARTICLE 8

OVERTIME

8.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an appointing authority 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 Compensation for overtime work shall not be paid to employees in the non-standard category.

8.4 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.

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 exception:

When funds become unavailable within a department to pay cash for work performed between thirty-five and forty hours for employees in 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.

8.5 Whenever an employee is required to work on a holiday designated in this agreement, which falls on their regularly scheduled workday, they shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked at the rate of one and one-half times.

*8.6 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 Local Union President at the close of each pay period.

*8.7 Hours which are paid for, but not actually worked, except sick leave in accordance with R.I.G.L. 36-4-63, shall be counted as hours worked for purposes of overtime compensation.

(*see Letter of Understanding Sick Leave Bill)

*8.8 Overtime shall be offered to employees eligible for overtime on the basis of their seniority in their classification within the division 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 division in which overtime work is assigned voluntarily accept the assignment, the State 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.

(*see Letter of Understanding Sick Leave Bill)

8.9 No employee shall be required to work more than sixteen consecutive hours except in a State emergency.

8.10 Employees who accrue compensatory time must use such compensatory time within the fiscal year accrued. Unused compensatory time will be automatically paid to employees at the end of each fiscal year.

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, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Election Day (any day on which a general election of State officers is held), Christmas Day and any day which the Governor or the General Assembly designate 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 their official work schedule for the day.

9.3 Whenever an employee in a standard work week (35 hours or 40 hours weekly) or non-standard employee is required to work on a holiday which falls on their regularly scheduled work day, they shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked. The Hours actually worked shall be compensated at the rate of one and one-half times. This provision as it applies to non- standard employees shall be effective upon ratification of the contract.

The parties agree that for the purpose of overtime pay under Section 9.3 of this Article the Christmas, New Years, Fourth of July, and Veteran's Day holidays shall be observed on

Saturday or Sunday in those years when such holidays fall on Saturday or Sunday rather than on Monday as provided for by R.I.G.L. 25-1-1 et seq. The parties further agree, that when such holidays fall on Saturday or Sunday employees who would have otherwise received overtime holiday pay for working on Monday, if the holiday were being celebrated on that day, shall not receive such pay but shall receive their regular rate of pay for that day.

This provision shall not apply to employees whose regularly scheduled work week is Monday through Friday.

9.4 If a holiday falls on one of an employee's regularly scheduled days off, they shall be credited with the number of hours for one day in their official work schedule. The hours so credited for this day shall not be used in the computation of overtime.

9.5 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 their 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 State agrees to add one additional day of Personal Leave.

ARTICLE 10

INCLEMENT WEATHER/EMERGENCY

10.1 In the event that the Governor or designee determines that an emergency situation exists and as a result makes a public declaration that an emergency exists or that State offices are closed, the following provisions shall apply:

1. The Department of Administration shall determine the designated starting time of the emergency.
2. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal

leave or sick leave. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.

3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the Department of Administration.
4. Deletion of the prior language in Article 10 shall not negate the practice of granting time off for annual employee outings.
5. In the event that employees are either allowed to leave their work place early or are excused from traveling to work in accordance with this Article, Section 10.1.3 shall only apply to employees at the affected work place.

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.

State Seniority is the length of service in which an employee has worked for the State.

In the event dues collection/service fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision by a court of competent jurisdiction, the parties agree to discuss and bargain regarding seniority rights of employees under this Agreement.

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, job

assignments and location assignments within the same bargaining unit (except for temporary assignments of sixty days or less within the Division of Taxation.)

11.3 Where there are no bids under Section 11.2 from within a bargaining unit, the appointing authority shall appoint a member of any bargaining unit represented by Council 94 who bid for a lateral transfer, and this appointment shall be from the top three primary seniority employees so bidding.

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 shall only be posted on the State's internet employment opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union at the time of the posting via electronic means. The list of said vacancies shall also be sent to the Executive Director of Council 94 and local Presidents at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities website. Employees shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings. The Union recognizes the right of the State to consider Affirmative Action factors when hiring new employees for any position once Section 4(a)-(g) of this section are complied with. The Union also agrees that Affirmative Action factors may be taken into account when making a selection among bargaining unit employees when reviewing those employees eligible under this section.

11.4.a All new and vacant positions shall be filled from the top six employees represented by Council 94 on the certified promotional list.

11.4.b Where there are less than six employees from within Council 94 on the certified promotional list the State will select an employee represented by Council 94 who is on the list.

11.4.c Any employee hired after January 1, 1978 and holding temporary or provisional status in a class for which said employee must take a civil service examination may be appointed from any list of eligibles certified by the State Division of Personnel for the class of position in which they are employed, provided said employee is reachable on the list certified.

11.4.d Where no list exists for certification, all new and vacant positions shall be filled from within the bargaining unit wherein the new or vacant position exists from the top six state seniority employees, or if there are less than six eligible employees therein, then from the top six state seniority employees from within any other bargaining units covered by the Master Agreement. Whenever there are less than three eligible applicants from within any bargaining units covered by the Master Contract for a vacancy, the State may repost such vacancy.

11.4.e All non-competitive positions to which the parties agree, shall be filled by the top state seniority bidder from within the bargaining unit. If no bids are made from within the bargaining unit, then by the top state seniority employee who is a member of a bargaining unit represented by Council 94 who has submitted a bid. The parties agree that all mental health worker ("MHW") positions shall be filled from the top three (3) State seniority bidders from within the bargaining unit. If no bids are made from within the bargaining unit, then the new or vacant MHW position shall be filled from the top three (3) State seniority employees who are members of a bargaining unit represented by Council 94 who have submitted a bid. This is contingent on the Memorandum of Agreement for Institutional Aid Psychiatric, Mental Health

Worker, and Certified Nursing Assistant Psychiatric (hereinafter, "MOA") and a successful public hearing, as set forth in the MOA, attached hereto as Exhibit A.

11.4.f If no bids are submitted from any member of a bargaining unit represented by Council 94, then the State has the right to fill from outside the bargaining units covered by this Master Agreement.

11.4.g Under the provisions of this Article, the State agrees to supply the Executive Director of Council 94 every certified list and amended certified list used for all positions covered by this Master Agreement and the name of the employee who was appointed to the new or vacant position.

11.5 The appointing authority 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.

LAY-OFFS:

11.7 Whenever the State decides on a layoff of persons covered by this Agreement, including a layoff due to job abolishment, such layoff must be reviewed and approved by the Director of Administration or by the Chief Executive Officer of an independent statutory authority, such as the Judiciary. All such layoffs shall be managed by the Office of Personnel Administration. Notification to the Executive Director of AFSCME, Council 94 will be sent fifteen (15) calendar days prior to sending any layoff notice.

The following rules will apply to selection for layoff, bumping and recall:

1. "Seniority" under these rules always means State seniority .
2. Two weeks' notice of layoff shall be given to any employee so affected.
3. The least senior employee in a class selected for layoff in a department, division, agency, or bargaining unit will be identified for a layoff.
4. Bumping rights hereunder apply to an equal or lower class, but not to a higher class.

11.7.a Any employee who receives notice of a layoff shall have the right to accept the layoff and be placed on the recall list, or to exercise the following bumping rights:

1. Initial Layoff Notice Plus:

There will be a maximum of three (3) bumps following the least senior employee in a class in a department, division, agency, or bargaining unit being identified for layoff.

2. Priority in Bumping:

- a. FIRST BUMP:

Employees will have the right to bump the least senior employee in any class an employee chooses, including their own, for which such employee is qualified and able to perform in any bargaining unit covered by the Master Contract. The employee so bumped will be required to accept a vacancy within the same class, in the same bargaining unit, if available. The laid off employee may choose to accept a vacancy offered by the State, within the same class in the same bargaining unit.

b. SECOND BUMP:

If no such vacancy is available, that employee will also have the right to bump the least senior employee in any class for which such employee is qualified and able to perform in any bargaining unit. The employee so bumped will be required to accept a vacancy within the same class in the same bargaining unit, if available.

c. THIRD AND FINAL BUMP:

The final bumpee in any bumping series will be the least senior (by State seniority) employee covered by the Master Agreement, in a position, which the bumping employee is qualified and able to perform such work. The employee so bumped will be laid off and placed on the recall list unless there is a vacancy in such class, in which case the employee will be placed in such vacancy.

11.7.b Special Provisions:

1.A. Employees will bring their current status with them into whatever classification they are eligible to bump. Employees who do not have permanent status, and who bump into a different classification will be required to serve a ninety (90) day probationary period. Progress reports will be issued after the first thirty (30) days, sixty (60) days and ninety (90) days.

1.B. If an employee successfully completes this probationary period, the examination will be waived to the extent permitted by law.

1.C. If an employee fails a probationary period, such failure may be grieved by the Union. Absent mutual agreement between the employer, the Union, and the employee, the employee must serve at least sixty (60) days of the ninety (90) day probationary period, the State

will have the option of offering to place such employee in any vacant position which the State deems available and appropriate for such employee in an equal or lower class, which vacancy has been posted. The failure to offer any such vacancy shall not be subject to the grievance and arbitration procedure. If the State makes an offer which is accepted by such employee, with the consent of the Union, the failure of the State to offer such vacancy to any other employee shall not be subject to the grievance and arbitration procedure.

2. Vacancies so filled in accordance with subsection 11.7A (1a), (1b), or (1c) which have not been previously posted will be posted on a closed bid for lateral transfers within the bargaining unit only using primary seniority. Such closed bids will be made within ninety (90) days.

3. If the least senior employee in any classification is a part-time employee working fewer than 35 hours per week, the bumping full-time employee may bypass such person and bump the least senior full-time employee in the same classification.

4. Employees covered by 36-4-59, 36-5-7, or 36-5-8 who have their position eliminated will retain the right to remain in State service in a comparable position with no reduction in salary or status. The State will offer alternative assignments if available.

If the employee chooses not to accept such assignments, the employee will be subject to the same bumping rules as listed under this section, without loss of salary or status.

11.8 Recall Rights

- A. Employees affected by a layoff action, including employees who bumped, will be placed on an appropriate recall list and shall be recalled in order of State Seniority.
- B. An employee will have recall rights to a position in the same class in the

bargaining unit which management intends to fill, from which the employee was laid off and exercised bumping rights. Any employee who refuses a recall to an unrestricted position will be removed from the recall list.

- C. In addition, an employee who has been actually laid off and is on the recall list will have recall rights to any other position for which such employee is qualified and able to perform, in an equal or lower class, provided such employee has indicated in advance a desire and willingness for the job in "parameters" established at time of layoff, and subject to completion of a ninety (90) day probationary period in the manner specified in subsection 5 in any class in which an employee has never had permanent status, with recourse to expedited arbitration. An employee who refuses three (3) recall offers to unrestricted positions shall forfeit all recall rights.
- D. No appointment may be made to any position covered by the Master Agreement in a class affected by a layoff set forth in the preceding paragraphs while an employee who has been laid off is available for recall and remains on the recall list.
- E. The parties agree to make expedited arbitration without going through grievance procedure, the exclusive procedure for resolving disputes over layoff, bumping, and recall.
- F. Recall notices shall be sent by certified mail, return receipt requested. Unpaid sick leave and personal leave accruals as of the date of layoff will be frozen for three (3) years from date of layoff.

11.9 Employees appointed from employment or promotional lists shall serve a probationary period of six months, during which time, the appointing authority shall report to the Personnel Administrator every sixty days concerning the work of the employee; and at the expiration of the probationary period, unless the appointing authority files with the Personnel Administrator a statement in writing that the services of the employee, during the probationary period, have not been satisfactory and that it is desired that they not be continued in the service, they shall receive permanent status in their classification. Each new employee, not appointed from a list, shall be considered a temporary employee and also shall serve a probationary period of six months.

11.10 The six months probationary period shall mean one- hundred thirty days worked in the class of position.

11.11 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.

11.12 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 departmental director of their absence from work within five 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.

11.13 The union recognizes the State's right to reorganize. The following parameters shall be followed by the parties when a reorganization is necessitated by an Executive Order or legislation.

1. The State shall notify the Executive Director, and the President(s) of the affected bargaining unit(s) at least fifteen (15) calendar days in advance of notification to bargaining unit(s) members of its intention to reorganize.
2. The Union and the State shall meet immediately to review and discuss the State's plan for such reorganization and proposed alternatives or changes. The parties will attempt to develop a mutually acceptable procedure for dealing with bargaining unit members affected by the State's reorganization plan within thirty (30) days of the initial contact with the Executive Director of AFSCME Council 94. If no agreement is reached, the reorganization plan will proceed pursuant to this Article. The Union cannot grieve the inability of the parties to agree to a reorganization plan.
3. That plan shall include a thirty day notification to the affected employees.
4. Affected employees shall be given the right to bid on new assignments by primary seniority.
5. Affected employees who have no available assignments within their classification will be offered vacant positions which the State intends to fill and which have been posted by state seniority in other classifications which they are qualified and able to fill, including positions of equal pay and positions in lower classes without loss of pay.

6. Any employees affected by reorganization that do not exercise seniority to fill any such available comparable assignment or vacancy without loss of pay will be allowed to bump the least senior employee not directly involved in the reorganization in classification within the bargaining unit. If the employee cannot bump the least senior employee in class, the employee will bump the least senior employee in any class, in the bargaining unit, which such employee is qualified and able to fill. The employee bumped shall take whatever comparable assignment or vacancy is available without loss of pay, by State seniority. The rights of the bumping employee and of the bumpee shall be to a position in an equal or lower class, but not in a higher class.
7. In cases where an entire operation is moved from one location to another, all affected employees will be redeployed.
8. In the event that the number of employees affected by reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by Articles 11.7 and 11.8.
9. Assignment of bargaining unit work: No grievance shall be filed or supported by the Union alleging that bargaining unit work previously performed within a Council 94 bargaining unit has been assigned outside of such bargaining unit pursuant to the implementation of a reorganization, unless it is in conjunction with a request for a union representation issue as a result of such reorganization. Such grievance would be held in abeyance by the parties until an official decision is issued by the Labor Board or the inter union dispute is resolved through an alternative dispute resolution procedure. In no event shall the union seek

nullification of the reorganization as a remedy for such grievance. This section shall be operative only with regard to labor organizations whose collective bargaining agreements contain similar language. Nothing in this Section 9 shall prevent the Union from subsequently pursuing issues under Article 37 based on nullification of the reorganization plan or other such drastically changed circumstances.

10. Reclassification of existing bargaining unit classifications must be done through negotiations between the parties.
11. Any changes in shifts and/or days off only, shall not constitute a reorganization under this Article and must be done under Article 5 of this Agreement.

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. The following vacation days are credited on January 1 of each year:

Employees with 6 mos. to 10 yrs. 2 days on January 1.

Employees with 10 yrs. to 20 yrs. 4 days on January 1.

Employees with 20 yrs. and over 9 days on January 1.

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 | Schedule |
|----|--|-----------------|
| 1) | At least 6 months but not more than 5 years | 10 working days |
| 2) | At least 5 years but not more than 10 years | 15 working days |
| 3) | At least 10 years but not more than 15 years | 18 working days |
| 4) | At least 15 years but not more than 20 years | 20 working days |
| 5) | At least 20 years but not more than 25 years | 26 working days |
| 6) | 25 years or more | 28 working days |

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 Appointing authorities shall assign vacation leave with justice and equity, and once assigned, such leave shall be posted by the State.

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 two years. Provided however an employee shall only be allowed to be paid for one year of accrual under Article 12.3.

12.8 A record of all vacation time due shall be made available to any employee covered by this Master Agreement in all departments at least every two weeks (one week after payroll).

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, subject to the provisions of Section 5.0623 of the Personnel Rules in effect at this time. The definition of "Immediate Family" for the purpose of sick leave and bereavement leave, shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

13.2 Employees, whose basic work week is thirty-five hours or in the non-standard category, shall accrue four hours for each bi-weekly period of service; employees, whose basic work week is forty hours, shall accrue five hours for each bi-weekly period of service.

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), or death, 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.

13.5 Family and Medical Leave:

- (a) For each discharge of three (3) to less than five (5) consecutive days, the employee's appointing authority shall require, and the worker shall provide, a properly completed Employee Certification of Necessary Absence Form (Affidavit) as provided by the Division of Human Resources.
- (b) For each discharge of leave of five (5) or more consecutive days, the employee's appointing authority shall require, and the employee shall provide properly completed employee and physician portions of the appropriate United States Department of Labor form (currently WH-380-E, WH-380-F, WH-384 or WH-385) as provided by the Division of Human Resources.
- (c) In order for the appointing authority to designate an absence as FMLA qualifying leave, the employee must provide the appropriate federal form referenced in (B).

- (d) Nothing herein exempts the employee's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.
- (e) Notwithstanding the above, the appointing authority, upon reasonable suspicion of leave abuse, may request a properly completed form (as referenced in (B)) for any and all paid or unpaid absences for medical reasons regardless of the duration and the employee will be required to provide such documentation.
- (f) To protect employee privacy rights, all documents containing confidential medical information are maintained as confidential medical records and are kept in separate, secure medical files in the Human Resources Service Center office. Access to these records is restricted as provided by law.
- (g) Nothing herein shall adversely affect an employee's right to leave under either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible employee's leave under such laws.
- (h) Nothing herein shall be construed to conflict with G.L. 1956 § 36-4-63.

13.6 In the event of death in the employee's family, the employee shall be entitled to absence with full pay "per death" not chargeable to the employee's sick leave accumulation for:

- (A) four (4) days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, brother, or sister;
- (B) three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household;

- (C) one (1) day in the case of the death of an aunt, uncle, sister-in-law or brother-in-law.

If more than the above days of bereavement leave are needed, such additional time must be charged to annual or personal leave. Sick leave requests must be in accordance with the provisions of Article 13, Sick Leave.

13.7 A pregnant employee, so certified by the employee's 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 months and may be extended by mutual consent; and an early return by the employee may be made upon 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.

13.8 Whenever an employee shall be absent from their duties and receiving compensation as provided in the Worker's Compensation Laws, they shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed their 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 Any employee whose employment requires exposure to X-rays, shall be granted special sick leave credits, not to exceed 120 hours in a calendar year, if such employee is a forty hour employee or 105 hours in a calendar year, if such employee is a thirty-five hour or non-standard employee. Such sick leave credits shall be available and sick leave granted upon the approval of the Personnel Administrator on the written recommendation of the appointing authority. Such recommendations shall be based upon a determination by blood tests or other approved method and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

13.10 Sick Leave Bank:

- A. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in each bargaining unit covered by the Master Agreement. A separate sick leave bank may be established in a particular department by mutual Agreement.
- B. Each Sick Leave Bank Committee shall be composed of six members, three (3) of whom shall be appointed by the President of the Union and three (3) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Each Sick Leave Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.
- C. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:
 - 1. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.
 - 2. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).

3. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
 4. Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
 5. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven hours of sick leave if assigned to a thirty-five (35) hour work week.
 6. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
 7. All sick leave hours accrued while discharging sick leave hours granted by the sick leave bank committee must be discharged prior to discharging available sick leave bank hours.
 8. Part-time employees may participate on a pro-rated basis.
- D. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.
- E. If during the calendar year the Sick Leave Bank falls below three hundred fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions

of one additional day (8 hours or 7 hours) from those employees who made a contribution on January 2 of that calendar year.

13.11 The State and the Union agree to establish a committee to study the feasibility of alternatives and options to the existing sick leave benefit structure. The committee shall consist of up to three members appointed by the State and three members appointed by the Union. The committee will meet on a bi-monthly basis. The committee will discuss alternatives to the existing sick leave policies and structure and alternatives such as group short term disability insurance.

ARTICLE 14

HEALTH & WELFARE

14.1 The State will maintain the current health benefits through December 31, 2018, through a product provided by United Healthcare, or a substantially equivalent package of benefits delivered through a PPO.

Effective January 1, 2019, the State shall offer three plan designs called Anchor Plus Plan, Anchor Plan and Anchor Choice with HSA Plan. These plan designs shall include the following components:

- A Medical Necessity program**
- A PCP Coordination of Care program**
- A Place of Service Tiering for Imaging Services program**
- A Cancer Support program**
- Bariatric Resource Services**

A) Anchor Plus Plan

| | |
|---|----------------------------------|
| In Network Deductible* | \$500 (\$1,000 family) |
| In Network Out of Pocket Max** | \$1,000 (\$2,000 family) |
| Out of Network Deductible | \$1,000 (\$2,000 family) |
| Out of Network Out of Pocket Max | \$5,000 (\$10,000 family) |
| In-Network Coinsurance | 10% |
| Out of Network Coinsurance | 30% |

*The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible has been met.

**The in-network out-of-pocket maximum is a combined out-of-pocket maximum with pharmacy out-of-pocket maximum.

The following in-network copays shall be in effect for the Anchor Plus Plan:

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15 copay;
- (3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);
- (4) Chiropractic care – \$15 copay;
- (5) Diagnostic tests (X-rays, blood work) – no charge;
- (6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);
- (7) Inpatient hospital – coinsurance after deductible;
- (8) Outpatient surgery – coinsurance after deductible;
- (9) Mental Health/Substance Use Disorder – in-patient: coinsurance after deductible, outpatient: \$15 copay;
- (10) Emergency room - \$125 copay;
- (11) Ambulance – covered in full;
- (12) Urgent care - \$50 copay;
- (13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

B) Anchor Plan:

| | |
|---|----------------------------------|
| In Network Deductible* | \$1,000 (\$2,000 family) |
| In Network Out of Pocket Max** | \$2,000 (\$4,000 family) |
| Out of Network Deductible | \$2,000 (\$4,000 family) |
| Out of Network Out of Pocket Max | \$6,000 (\$12,000 family) |
| In-Network Coinsurance | 10% |
| Out of Network Coinsurance | 30% |

***The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible has been met.**

****The in-network out-of-pocket maximum is a combined out-of-pocket maximum with the pharmacy out-of-pocket maximum.**

The following in-network copays shall be in effect for the Anchor Plan:

- (1) Preventative care office visits are covered in full;**
- (2) Office visit (non-preventative) PCP - \$15 copay;**
- (3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);**
- (4) Chiropractic care - \$15 copay;**
- (5) Diagnostic tests (X-rays, blood work) – no charge;**
- (6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible. (Covered in full after deductible if an imaging center is used);**
- (7) Inpatient hospital – coinsurance after deductible;**
- (8) Outpatient surgery – coinsurance after deductible;**
- (9) Mental Health/Substance Use Disorder – in-patient: coinsurance after deductible, outpatient: \$15 copay;**
- (10) Emergency room - \$150 copay;**
- (11) Ambulance – covered in full;**
- (12) Urgent care - \$50 copay;**

- (13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

C) Anchor Choice with HSA Plan:

Each member that enrolls in the Anchor Choice Plan with HSA shall receive an HSA contribution from the State in the amount of \$1,500 for individuals or \$3,000 for families. Fifty percent (50%) of each State HSA contribution shall be deposited on January 1st and 50% shall be deposited on July 1st during each year of the collective bargaining agreement. The State will not prorate its HSA contributions for members enrolling after January 1st or July 1st.

| | |
|---|---------------------------------|
| In Network Deductible* | \$1,500 (\$3,000 family) |
| In Network Out of Pocket Max** | \$3,000 (\$6,000 family) |
| Out of Network Deductible*, ** | \$2,250 (\$4,500 family) |
| Out of Network Out of Pocket Max** | \$4,500 (\$9,000 family) |
| In-Network Coinsurance | 10% |
| Out of Network Coinsurance | 30% |

*The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible has been met.

The in-network and out of network deductibles and out-of-pocket maximums are combined deductibles and out-of-pocket maximums with the pharmacy deductibles and out-of-pocket maximum.

The following in-network copays shall be in effect for the Anchor Choice HSA Plan:

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP – coinsurance after deductible;
- (3) Specialist office visit copay – 10%/30% after deductible. (Higher specialist coinsurance applies without referral under PCP Coordination of Care);
- (4) Chiropractic care – coinsurance after deductible;
- (5) Diagnostic tests (X-rays, blood work) – coinsurance after deductible;

- (6) **Imaging (CT/PET Scans, MRIs) – coinsurance after deductible. (Covered in full after deductible if an imaging center is used);**
- (7) **Inpatient hospital – coinsurance after deductible;**
- (8) **Outpatient surgery – coinsurance after deductible;**
- (9) **Mental Health/Substance Use Disorder – in-patient: coinsurance after deductible, outpatient: coinsurance after deductible;**
- (10) **Emergency room copay – coinsurance after deductible;**
- (11) **Ambulance: coinsurance after deductible**
- (12) **Urgent care copay – coinsurance after deductible;**
- (13) **Physical therapy, occupational therapy and speech therapy copay – coinsurance after deductible.**

14.2 If two State employed spouses hired into state service on or after June 29, 2014 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

14.3 For clarification purposes only, employees on paid or unpaid leave are responsible for their regular co-share payment for health insurance (i.e. medical, dental and vision). Failure to make such payments may result in termination of such benefits upon thirty (30) days' notice.

14.4 Insurance

Eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

For full time employees:

Effective October 5, 2014:

| Individual Plan | | Family Plan | |
|--------------------|-----|--------------------------------|-----|
| Less than \$95,481 | 20% | Less than \$49,670 | 15% |
| | | \$49,670 to less than \$95,481 | 20% |
| \$95,481 and above | 25% | \$95,481 and above | 25% |

The Co-Share contribution salary level for full-time and part-time employees shall be increased based on the employee's annualized total rate of pay. The Co-Share contribution salary levels for eligible employees shall be increased by 2% effective January 1, 2018; 2.5% effective January 1, 2019; 2% effective July 1, 2019; and 1% effective January 1, 2020.

Eligible part time employees (scheduled hours <35.0 for a 35.0 hour position or <40.0 for a 40.0 hour position) shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

Said Co-Share contribution salary levels for full and part-time employees shall be as follows:

Effective January 1, 2018:

For full-time employees:

| Individual Plan | | Family Plan | |
|--------------------|-----|--------------------------------|-----|
| Less than \$97,391 | 20% | Less than \$50,663 | 15% |
| | | \$50,663 to less than \$97,391 | 20% |
| \$97,391 and above | 25% | \$97,391 and above | 25% |

For part-time employees:

Individual or Family Plan

| | |
|--------------------|-----|
| Less than \$91,800 | 20% |
| \$91,800 and above | 35% |

Effective January 1, 2019:

For full-time employees:

| Individual Plan | | Family Plan | |
|--------------------|-----|--------------------------------|-----|
| Less than \$99,825 | 20% | Less than \$51,930 | 15% |
| | | \$51,930 to less than \$99,825 | 20% |
| \$99,825 and above | 25% | \$99,825 and above | 25% |

For part-time employees:

Individual or Family Plan

| | |
|--------------------|-----|
| Less than \$94,095 | 20% |
| \$94,095 and above | 35% |

Effective July 1, 2019:

For full-time employees:

| Individual Plan | | Family Plan | |
|---------------------|-----|---------------------------------|-----|
| Less than \$101,822 | 20% | Less than \$52,969 | 15% |
| | | \$52,969 to less than \$101,822 | 20% |
| \$101,822 and above | 25% | \$101,822 and above | 25% |

For part-time employees:

Individual or Family Plan

| | |
|--------------------|-----|
| Less than \$95,977 | 20% |
| \$95,977 and above | 35% |

Effective January 1, 2020:

For full-time employees:

| Individual Plan | | Family Plan | |
|---------------------|-----|---------------------------------|-----|
| Less than \$102,840 | 20% | Less than \$53,498 | 15% |
| | | \$53,498 to less than \$102,840 | 20% |
| \$102,840 and above | 25% | \$102,840 and above | 25% |

For part-time employees:

| Individual or Family Plan | |
|---------------------------|-----|
| Less than \$96,937 | 20% |
| \$96,937 and above | 35% |

14.5 The employee waiver shall be \$1001 (prorated at \$38.50 per pay period).

14.6 Employee Drug Copay: Effective January 1, 2019, the following in-network copays shall be in effect:

A) Anchor Plus Plan and Anchor Plan:

The drug co-pay for a 31-day supply shall be as follows:

| <u>Tier 1</u> | <u>Tier 2</u> | <u>Tier 3</u> | <u>Tier 4</u> |
|---------------|---------------|---------------|---------------|
| \$10.00 | \$35.00 | \$60.00 | \$100.00 |

The drug copay by mail order shall be as follows:

| <u>Tier 1</u> | <u>Tier 2</u> | <u>Tier 3</u> |
|---------------|---------------|---------------|
| \$20.00 | \$70.00 | \$120.00 |

Mail order network pharmacies: 3 month supply of a prescription drug for two (2) copayments. Maximum fill is a 3-month supply.

B) Anchor Choice with HSA Plan:

On the Anchor Choice Plan with HSA, members shall pay the full retail rate for most prescriptions prior to meeting the deductible. However, if the medication is listed on the pharmacy benefit manager's

preventive therapy drug list, the applicable copay amount shall apply instead of the full retail rate. For all covered drugs, after the deductible is met, the applicable copay amount shall apply until the applicable OOPM is met.

The drug copay after deductible for a 31-day supply shall be as follows:

| Tier 1 | Tier 2 | Tier 3 | Tier 4 |
|---------|---------|---------|----------|
| \$10.00 | \$35.00 | \$60.00 | \$100.00 |

The drug copay after deductible by mail order shall be as follows:

| Tier 1 | Tier 2 | Tier 3 |
|---------|---------|----------|
| \$20.00 | \$70.00 | \$120.00 |

Mail order network pharmacies: 3 month supply of a prescription drug for two (2) copayments. Maximum fill is a 3-month supply.

14.7 The State will provide a vision/optical care program for the employee.

14.8 Dental and Vision Programs:

A) Dental: The State will provide a dental plan for the employees and their family.

The coverage shall be \$1,200 through December 31, 2018.

Effective January 1, 2019, the State will provide a dental plan for employees and their families. The coverage shall be \$1,500 per calendar year, in addition to the enhancements below.

The State will offer benefit enhancements, including two buy-up options. Said modified plan enhancements shall include:

- Add sealants as a preventive benefit for children under age 14, covered at 100%
- Remove the \$400 inside maximum for periodontal services
- Increase the lifetime maximum for orthodontic services from \$850 to \$1,500
- Extend coverage to dependent children to age 26

For the buy-up plans, the additional cost above the modified plan shall be paid for by the employees choosing the buy-up at 100% paid through increased premium co-shares.

B) Vision: The State will provide a vision plan for employees and their families.

Effective January 1, 2019, the State will offer benefit enhancements, including buy-up option(s).

Said modified plan enhancements shall include:

- Increase retail frame allowance from \$65 to \$100
- Increase elective contact lens allowance from \$18 to \$30
- Add a contact lens exam copay of up to \$30
- Extend coverage to dependent children to age 26

For the buy-up plans, the additional cost above the modified plan shall be paid for by the employees choosing the buy-up at 100% paid through increased premium co-shares.

14.9 Flex Plan

The State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

14.10 Wellness Incentives

In addition to the Diabetes Prevention Program, the following wellness incentives shall be available to employees up to a maximum of \$1,000 per year.

A. Rewards for Wellness

1. Employees participating in the State's medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per year. Activities shall be available for completion between January 1st and December 31st of each calendar year (an "activity year"). The earned reductions in medical insurance co-share payments shall be

awarded to active employees participating in the State's medical plan in the first half of the calendar year following each activity year.

2. The Rewards for Wellness program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, wellness coaching programs, preventive screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual's overall health.

B. Annual Preventive Exam Incentive

1. Employees participating in the State's medical plan and who obtain a qualifying annual preventive exam will receive an annual one-time \$250 reduction in medical insurance co-share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventive exams obtained during a calendar year (an "exam year") shall be awarded to active employees participating in the State's medical plan in the second half of the calendar year following the exam year.

2. Employee spouses that are covered under the State's medical plan shall be eligible to participate in the Annual Preventive Exam Incentive. Employee policy holders participating in the State's medical plan whose spouse obtains a qualifying preventive exam during an exam year will receive an annual one-time \$250 reduction in medical insurance co-share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventive exams obtained during an exam year shall

be awarded to active employees whose spouses participate in the State's medical plan in the second half of the calendar year following the exam year.

C. Diabetes Prevention Program (DPP) Completion Incentive

Employees that attend a minimum of 20 out of the 25 sessions in the Diabetes Prevention Program (DPP), as certified by the program administrator (currently YMCA of Greater Providence), shall receive a one-time taxable \$500 cash incentive reward.

14.11 The State shall, after meeting and conferring with the Union, have the right to offer any other health care plans to State employees during the term of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement.

14.12 The State and the Union will meet not less than annually during the term of the collective bargaining agreement to review utilization, coverage, suppliers, and other relevant issues related to healthcare coverage.

14.13 The State will not cancel the health insurance of a covered spouse/dependent(s) for two (2) pay periods beyond the pay period in which the death occurs if a covered bargaining unit member dies while carrying State employee health insurance, provided the spouse/dependent(s) pays the premium co-share applicable to the continuing coverage.

14.14 The State will allow a bargaining unit member to opt out of employer provided health insurance consistent with the opt-out provisions of the State's Section 125 Cafeteria Plan and applicable IRS regulations.

ARTICLE 15
RETIREMENT

15.1 It is agreed by the parties hereto that all employees 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.

ARTICLE 16
GROUP LIFE INSURANCE

16.1 It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by 36-12-6 of the General Laws of 1956, as amended.

- 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 they desire not to be insured.
 - b) Each covered employee will be provided with an amount of group life insurance equal to the amount of their annual compensation taken to the next higher multiple of one thousand dollars, plus an equal amount of group accidental death insurance with dismemberment coverage.
 - c) Each such amounts of insurance will be reduced by one percent thereof at the end of each calendar month following the date the employee attains the age of sixty-

five years until the amount of such insurance reaches twenty-five percent of the coverage in force immediately prior to the employee's sixty-fifth birthday.

- d) The cost to the employee of such insurance shall not exceed the rate of twenty-five cents bi-weekly for each one thousand dollars of their group life insurance.
- e) Upon an employee's termination from state service, the policy may be converted to an individual policy of life insurance at standard rates.

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 appointing authority and Personnel Administrator. Approval of such leaves shall not be unreasonably withheld. An employee shall discharge all applicable accrued leave before being granted leave without pay, however, at the employee's discretion they may choose not to discharge up to one (1) week sick leave, one (1) week vacation leave, R0 and R1 days and four (4) personal days.

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. Employees returning from an authorized leave for educational improvement must return to their current position for a period of one (1) year and remain in State service for two (2) years. In the event said employee fails to comply with these obligations, he/she (not the Union) will be required to reimburse the State for the full amount expended by the State, including the cost of health insurance. In the event that an employee leaves State employment within two (2) years,

such amounts will be pro-rated based on the months of service. The State shall deduct any paid leave accruals otherwise due upon separation from the employee's debt to the State.

17.3 Duly elected Union representatives to Union conferences or conventions shall, upon request, be granted up to ten work days per year of leave without pay, not to exceed eighty employees.

17.4 All employees who on or after January 1, 1996 transfer to a different class or are promoted will be entitled a leave of absence from their previous positions for six (6) months.

17.5.(a) The State need not repost a position which has been filled once the prior incumbent on leave no longer has the right to return to his/her prior position.

17.5.(b) Where a posting is for a position subject to a leave, the posting shall state the nature of the leave and to include the provisions of 17.5 (a).

ARTICLE 18

JURY LEAVE/COURT REQUIRED APPEARANCES

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 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 his/her 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) 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 in accordance with the terms of USERRA.

19.2 For the first sixty (60) calendar days of such absence, each such employee who have been employed for one-hundred eighty or more calendar days within the twelve months next preceding such entrance into the armed forces shall be paid by the State the difference between the employee's State salary and military base pay.

19.3 Employees who are called up to military duty in defense of our Nation and mobilized in excess of sixty (60) days shall be paid the difference between the employee's State salary and military base pay for as long as the employee remains deployed on active duty. If the employee provides documentation of his/her military base pay rate, the State shall provide for payments under this Section on an on-going basis through direct deposit or other payment method. The employee shall notify the State at the conclusion of the period of mobilization, so that adjustments may be made to reflect actual military base pay received. Re-enlistment or

other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

19.4 In no case shall such employee receive more than the amount the employee would have received had the employee not been absent from his/her position. No employee shall be allowed to receive pay more than once under this Article for Military Leave for training purposes in a three (3) year period.

19.5 Employees on paid leave, described in paragraphs 19.2 and 19.3 above, shall accrue such sick leave and annual leave credits as would have accrued while working in said position.

19.6 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.

19.7 At the conclusion of such military leave of absence, the employee shall be returned to his/her 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 return 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.

19.8 The State will follow the terms of the State statute applicable to municipal employees entering military service, R.I. Gen. Laws § 30-6-6. The employee/military member's family (but not the employee/military member) will be allowed to stay in the State's plan for the duration of the employee/military member's service subject to the family paying the applicable premium co-share.

ARTICLE 20

MILITARY LEAVE TRAINING

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 their own, 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 regular scheduled work hours shall receive not less than four hours pay at their overtime rate.

ARTICLE 22

BULLETIN BOARDS

22.1 The State agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted. All notices shall be on Union stationary, 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 State 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 officials. Such time shall be with the approval of the department director involved, and such approval shall not be unreasonably withheld. It is understood that full accountability for the use of such paid leave is a legitimate management concern.

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 State and Department with a written list of its officers immediately after their designation and shall promptly notify the State of any change in such officers.

23.4 Union staff representatives will be permitted to visit Union officers and committee members on State premises for the purpose of discussing Union business.

23.5 Block time for union officials including implementation and accountability procedures for such time, can be subjects for mini-contract negotiations. There will be no deadline for entering into mini-contract negotiations on this issue.

23.6 The provisions of the Master Contract and mini-contracts on block time for union officials, if any, shall supersede all existing inconsistent memoranda, policies.

23.7 The State agrees to pay the cost of printing the 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 appointing authority 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. Upon ratification, after a period of two (2) years, 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 one (1) year. After a period of four (4) years, if the employee has not committed any further infractions of appropriate rules and

regulations, suspensions of five (5) days or less will automatically be removed from the employee's personnel records. The preceding sentence shall apply to suspensions of five (5) days or less issued prior to and after the ratification of this Agreement. Each employee shall be furnished with a copy of all disciplinary entries 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:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge
5. Demotion where appropriate

When any disciplinary action is to be implemented, the Appointing Authority 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 Appointing Authority 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 Office of Labor Relations 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, demoted 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, demotion or suspension.

24.4 An employee may be granted a demotion upon request, when recommended by the appointing authority and approved by the Personnel Administrator. In this instance their current status shall be transferred to the lower class.

ARTICLE 25

GRIEVANCE PROCEDURE

25.1 For the purpose of this agreement, the term "grievance" means any difference or dispute between the State and the Union, or between the State 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:

Step 1.(a) A grievance shall be presented to the Department Supervisor by the aggrieved employee and/or by the Union within twenty (20) days of the employee's and/or Union's knowledge of the occurrence of such grievance.

(b) An aggrieved employee shall discuss their problem with their Union representative and Department Supervisor, who shall attempt to settle the problem within seven (7) days.

Step 2.

(a) If the grievance is not resolved in Step 1 above, it shall be reduced to writing and submitted to the designee of the Director of the Department of Administration by the aggrieved employee and/or by the Union within thirty (30) days of the employee's and/or Union's knowledge of the occurrence of such grievance. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested. The aggrieved employee and/or the

Union representative shall meet, within thirty (30) days of the submission of the written grievance, with the Director's designee who shall conduct a hearing on the grievance. A grievance regarding the immediate health and safety of members shall be conducted within fourteen (14) days of the submission of the written grievance. Two (2) Union officers and the aggrieved may present the grievance at the hearing. Such designee shall render a written decision to the Union and to the employee within thirty (30) days of the hearing.

The decision shall respond to the factual and contractual allegations of the grievance.

Step 3.

- (a) In the event the grievance is not settled in a manner satisfactory to the aggrieved member and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein, within thirty (30) days from the transmittal of the Step 2 decision.
- (b) For termination cases, all submissions to arbitration must be made within forty-five (45) days after transmittal of the Step 2 decision consistent with Article 26.5.

Miscellaneous

- (a) 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 and disposition of said grievance will be furnished to the Union.
- (b) The grievant may be represented by a third party at Step 2 or Step 3 of this procedure, upon the mutual consent of the State and the Union in writing.

- (c) It is also agreed that in all cases of suspension, dismissal or class actions, the aggrieved and/or the Union may go immediately to Step 2 of the grievance procedure.
- (d) Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure.
- (e) Grievance hearings are intended to be an informal and expedited process to resolve disputes. The State, on request, will produce payroll and other employment or departmental/division records, which are relevant to the grievance at issue, as necessary. Requests shall be made at least seven (7) days in advance of the grievance hearing. The State shall submit relevant documents forty-eight (48) hours prior to the hearing. In the event of a dispute regarding production of documents, the assigned grievance hearing officer will make the determination on the issue of production.
- (f) Members of the Union committee, stewards, the aggrieved employee, and employee witnesses who are State employees will be paid at their regular rate up to their normal quitting time for time spent processing grievances. The Union representatives will have the right to assist the aggrieved at any step of the grievance procedure.
- (g) Employees of Council 94 may be present and represent the Union and employees at all steps of the grievance procedure.

25.3 A Civil Service employee may process their grievance through either the grievance procedure or before the Personnel Appeal Board. However, the initiation of a matter

before the Personnel Appeal Board shall be deemed a waiver of the employee's right to utilize or continue to utilize the grievance procedure provided herein with respect to that matter.

25.4 The State 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.

25.5 Sustained grievances will be implemented or the necessary paperwork to implement the decision will be initiated within twenty-one (21) days after the receipt of the decision by the department.

25.6 The State is in the process of developing an electronic online system to file, process, schedule and track grievances. At such time as the State is prepared to test the new system, the State will notify the Union for the Union's review, comments, and testing prior to implementation. The State will use reasonable efforts to accommodate suggestions/requests from the Union. When the system becomes operational, the Union will fully cooperate with the use thereof to include the use of standardized grievance forms and the filing and processing of grievances through the online system.

ARTICLE 26

ARBITRATION

26.1 If a grievance is not settled under Article 25, such grievance shall, at the request of the Union or the State, be submitted to arbitration. The parties shall attempt to mutually agree on an arbitrator through such procedures, as they consider appropriate. In the absence of an

agreement the matter will be referred to The Labor Relations Connection (or any other entity that the parties agree to).

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, except in termination cases, must be made within 30 days after the grievance procedure decision. For termination cases, all submissions to arbitration must be made within forty-five (45) days after the transmittal of 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.

26.7 FAST TRACK ARBITRATION: A panel of six (6) arbitrators mutually selected shall hear cases on a rotating basis, not less than one day each month. The parties shall mutually select not less than three (3) nor more than six (6) cases to be heard on any day. The cost of arbitration shall be shared equally by the parties. A brief, summary decision shall be provided by the arbitrator within five (5) working days of hearing. The decision will be final and binding, but not precedential.

26.8 Whenever expedited arbitration is required by this Agreement, as for example, in disputes over layoff, bumping and recall, the "fast track" panel of arbitrators shall rotate in all such cases. Any such arbitration award will be accorded the same impart as if the regular arbitration procedure had been utilized.

26.9 The State shall, within sixty (60) days of ratification, provide to the Union and the University of Rhode Island Schmidt Labor Research Center (the "Labor Institute"), the electronic copies (i.e. PDF files) of the arbitration decisions issued after March 15, 2015. The State shall provide updated electronic copies of new decisions quarterly to the Union. The parties will also jointly request that the Labor Relations Connection provide electronic copy of all arbitration decisions to the parties and to the Labor Institute.

ARTICLE 27

MEDIATION

The Rhode Island Department of Labor and the Federal Mediation and Conciliation Service, recognizing that a mechanism which provides for an informal and expeditious resolution of grievances not only alleviates the costs attributed to arbitration, but also creates a more harmonious Labor-Management relationship, hereby enter into this agreement with the State of Rhode Island and Council 94 of the American Federation of State, County and Municipal Employees. The purpose of the agreement is to provide for the mediation of grievance disputes as an alternative to arbitration. The program will be administered by the Department of Labor. It is understood by the parties that this program will exist for so long as or until such time as either party notifies the Director of Labor that it wishes to terminate the agreement.

The following procedures will be followed in the use of mediations.

1. Before a grievance is submitted to mediation; it must have been processed through the second level of the internal grievance procedure.

2. The parties by mutual consent may submit unresolved grievances to mediation by filing a request for a hearing with the Director of Labor within fifteen work days of the receipt of the written response to the grievance at the Labor Relations Level of the Grievance Procedure.
3. The Department of Labor will assign a mediator to the grievance within ten working days of the receipt of the parties request for mediation. The mediator will ordinarily be an employee of the State Department of Labor or the Federal Mediation and Conciliation Service.
4. The assigned mediator will schedule a mediation conference at a mutually agreeable time, normally, at the Rhode Island Department of Labor, no later than fifteen working days after their assignment to the case. The mediator will ordinarily schedule no more than three grievances for conference in a single day. The decision to postpone a hearing shall rest with the mediator.
5. Should the assigned mediator be unable to execute their responsibilities within the prescribed time period, another mediator shall be assigned to the case unless the parties mutually agree to retain the mediator and hold the Conference at a later date.
6. Grievances will be mediated one at a time in an informal setting. Relevant factors will emerge in a narrative fashion, without examination of witnesses, formal rules of evidence or record-keeping.
7. The individuals necessary to effectuate the resolution of the grievance shall be in attendance.
8. The mediator may schedule and structure meetings in whatever manner said

mediator believes is most productive (joint, separate, off-the-record meetings, etc.).

9. Should the parties not be able to resolve the grievance to their mutual satisfaction after a reasonable period of time, the mediator or either one of the parties shall withdraw the case from mediation.
10. It is understood by the parties that in no event will the mediator issue an advisory opinion on the matter.
11. Should the parties resolve the grievance as a result of the mediation process, the parties shall sign a settlement, which will set forth the terms of the agreement that they have reached. It is understood all grievance settlements will not be considered as precedent-setting unless the parties agree that to be the case in the terms of the settlement.
12. It is understood by the parties that all discussions between the mediator, the disputing parties and/or the grievant shall be privileged and treated as confidential. Any settlement proposal made by either party at the mediation session shall not be referred to at any future arbitration hearing or any other proceeding.
13. All written material which is submitted to the mediator during the mediation conference will be returned to the respective parties upon conclusion of the meeting.
14. It is agreed by the parties that any mediator conducting a grievance mediation conference shall not be called as a witness in any arbitration, administrative hearing or court proceeding arising out of a grievance.

ARTICLE 28

HEALTH & SAFETY

28.1 The State 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.

28.3 In any department where no Health and Safety committee exists, at the request of the Union a safety committee shall be appointed. Such committee shall be composed of three members selected by the Union and three members selected by the Director. The Union and the State shall have one co-chair each. Each local Union shall have a committee as designated above, if requested. Meetings shall be held monthly unless two or more members of the joint committee determine that additional meetings are necessary. Each local union reserves the right to have its own Health and Safety Committee.

28.4 The Health and Safety Committee shall also consider recommendations for meal facilities, uniforms, clothing, equipment, and parking for all employees.

28.5 The members of each local may report conditions which they consider unhealthy or unsafe to the President of the Local who shall be authorized to submit them to the Health and Safety Committee for consideration.

28.6 Employees shall not be required to use their personal tools in carrying out their duties.

ARTICLE 29

TESTING

29.1 Employees 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 State lockout its employees during the terms 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 Article 30.1, the Union shall promptly notify the Office of Labor Relations in writing, that the action is unauthorized and shall promptly take steps to end the unauthorized action. The State 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 state 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 State during the term of this agreement.

ARTICLE 32

SUB CONTRACTING PROCEDURE

32.1 The State 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:

32.2 The State 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:

- (1) Notify the Union's Executive Director in writing of its intention six months in advance of sub-contracting, and
- (2) Whenever the State 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 Director of Administration or other appropriate State 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 State'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 33

LABOR MANAGEMENT COMMITTEE

33.1 During the term of this agreement, the parties agree to meet concerning the overall administration of the agreement, problems concerning the welfare of the State 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 or their designee, and three members of the State administration, one of which must be the Executive Director of Human Resources/Personnel Administrator or their designee.

ARTICLE 34

LEGAL DEFENSE

34.1 The State 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 State. 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 35

COMPENSATION PLAN/MALPRACTICE COMMITTEE

35.1 The State will undertake a compensation study for the below listed skilled trades positions. Contingent upon the results of the study, the State will adjust the wages of said positions to make them more competitive prior to January 1, 2015.

Carpenters

Electricians

Plumbers

Painters

Steamfitters

35.2 The parties agree to form a malpractice committee of seven members consisting of three members appointed by the State, three members appointed by the Union and the six members to choose a seventh member, who shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

35.3 The purpose of the malpractice committee shall be to study the necessity of providing malpractice insurance to Licensed Practical Nurses, Phlebotomist, and any other employees subject to malpractice suits.

35.4 Said malpractice committee shall continue for the duration of the Agreement and meet at the call of either party.

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

CASE LOADS

38.1 The State and the Union shall study the issue of maximum target case loads, based upon FY 06 as the study period, for CNAs at the Veterans Home, Staff Investigators and Senior Compliance Officers at the Rhode Island Commission for Human Rights, investigators at the Department of Elderly Affairs, and Eligibility Technicians at the Department of Human Services, and establish maximum target case loads for FY 07. In the event that reallocation of existing FTE's is not sufficient to permit the maintenance of such target case loads, the State and the Union shall jointly approach the legislature to request authorization for the appropriate number of FTE's to allow for implementation of the aforesaid target case loads.

ARTICLE 39

MILEAGE

39.1 When an employee is required by the employer to use his or her vehicle for official State business he/she will be paid mileage at the rate set by the Internal Revenue Service. The IRS mileage rate shall be adjusted to reflect the rate that is in effect on those dates.

ARTICLE 40

PERSONAL BUSINESS LEAVE

40.1 The State shall allow each employee a maximum of thirty- two hours or the equivalent of four working days leave with pay per fiscal year to be used for personal business and/or religious observance.

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 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 Office of Labor Relations; a hearing and decision shall be rendered within twenty-four hours of the receipt of such grievance.

40.6 Employees originally appointed prior to April 1st 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 September 30th shall be entitled to two personal leave days as provided in this Article.

40.9 Employees originally appointed after September 30th shall be entitled to one personal leave day as provided in this Article.

ARTICLE 41

RECLASSIFICATION AND/OR UPGRADING

41.1 During the term of this Agreement any employee who believes their responsibilities more closely resemble the job description of another classified position, rather than the one assigned, or any employee asked to perform responsibilities out of classification, or any employee whose duties have been significantly changed to reflect duties required of a higher classification, may appeal for reclassification or upgrading to that position in the following manner:

- A. Make a request in writing for a desk audit to the Personnel Officer or other appropriate official within the agency. The employee shall be furnished with a questionnaire within five working days of said request.
- B. Within five working days, upon receipt of the completed questionnaire, the employee's immediate supervisor and Department Director shall forward said questionnaire to the Division of Personnel, Classification Section, for study. The Department Director or their designee shall then notify the employee and Union that documents were sent to Personnel.
- C. Within sixty working days after receipt of said questionnaire, the Personnel Division 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 2.016:

"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 Personnel Administrator, 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." If an employee's position is reallocated from a standard to a non-standard classification, and the overtime payments to be repaid exceed the amount of retroactive pay resulting from the reallocation, then for pay purposes the reallocation shall be prospective only and the employee shall neither be paid retroactively nor obligated to repay overtime payments received.

- E. If the appeal of the employee is denied by the Personnel Division, then the employee may appeal to the Director of Administration or their designee, who shall conduct a hearing with the employee within ten working days of the request for an appeal by the employee. The Director of Administration or said designee shall render a decision in writing containing specific reasons for approval or denial within ten working days of the hearing. Copies will be sent to the employee and the Union.
- F. If the appeal is denied by the Director of Administration, the employee may appeal to the State Personnel Appeal Board. The decision of the Personnel Appeal Board shall be final and binding.

- G. If the appeal of the employee is granted, the employee will be paid retroactively to the date of filing.
- H. The State agrees that work will not be reassigned for the purpose of avoiding reclassification or upgrading during a reclassification or upgrading appeal.
- I. 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 State may exercise one of three 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, or;
 - 3. Create a classification which reflects the duties performed by the employee.

41.2 It is agreed by both parties that there is direct relationship between Registered Nurses and Licensed Practical Nurses and that custom and tradition has been observed in the payment of wages and benefits between two classifications.

It is further agreed that a study of these classifications and their relative grades should be made and that equity be served in the establishment of a grade for Licensed Practical Nurses proportionate to their duties and responsibilities to Registered Nurses.

Further, that as soon as this is established, the correct grade for a Licensed Practical Nurse should be established at the conclusion of said study.

ARTICLE 42

TUITION REIMBURSEMENT/CONTINUING EDUCATION/PROFESSIONAL CREDITS

42.1 Employees within the bargaining unit under this program may apply to have the cost of tuition, fees, professional credits and required materials reimbursed for approved courses taken at approved or accredited colleges or universities (physical or web-based if offered by approved universities), trade schools, continuing adult education programs or professional credit programs which are job related or required as part of a degree program within the employee's field and for which the employee receives at least a Grade C for undergraduate courses and a Grade B for graduate courses. For professional credits, the employee must present proof of earning the related credits to keep professional certification. Requests to take courses/professional credits must be presented in advance to the agency Director or the Director's designee who will either approve or deny the application in accordance with this Article.

42.2 Tuition Reimbursement/Continuing Education/Professional Credits

a. Tuition reimbursement/continuing education/professional credits shall be funded in an amount not to exceed \$200,000 per calendar year. Unused funds shall not be carried from one year to another.

b. Employees taking college courses shall, with approval by the Director of the Agency or his/her designee, be allowed to attend said courses during the employee's normal workday provided that said courses are offered only during the employee's normal workday. Employees will discharge vacation leave, personal leave, or compensatory time to attend said courses. If an employee does not have any accrued time, leave without pay shall be granted upon request.

c. An Education Committee shall be established consisting of four (4) members appointed by Council 94 and four (4) members appointed by the State. 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 courses.

d. Course reimbursement shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of State Seniority.

e. For undergraduate courses, an employee will be allowed a reimbursement of \$1,500 per semester, a total of \$3,000 per fiscal year.

f. For graduate courses, an employee will be allowed a reimbursement of \$2,000 per semester, for a total of \$4,000 per fiscal year.

42.3 Continuing Education Courses/Professional Credits

a. Employees shall receive a reimbursement of up to a maximum of \$1,000 per fiscal year for any and all tuition, fees, materials, continuing education courses, educational/professional credits, and/or any other credits needed in order to maintain and renew an employee's professional licenses or certifications, which are required to be maintained by the employee's classification or position.

b. Employees who take continuing education courses and/or any other classes for educational/professional credits in order to maintain or renew his/her professional licenses or certifications, shall, with approval by the Director of the Agency or his/her designee, be allowed to attend said courses during his/her normal working hours, without discharging any vacation leave, personal leave, or compensatory time, provided that said courses/classes are offered only during said employee's normal workday.

ARTICLE 43

RETIREE MEDICAL COVERAGE

43.1 The parties agree that retiree health insurance benefits and the formula used to pay the cost thereof shall be in accordance with R.I. Gen. Laws § 36-12-4, and no provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

43.2 An employee who elects to receive individual medical coverage must notify their appointing authority not less than two weeks notice of their intention to retire.

43.3 An employee who elects individual medical coverage under this provision may elect to purchase medical coverage for the family at their expense at the group rate.

43.4 Present employees who have at least thirty years of service and who are not covered under the provisions of FICA and are therefore not entitled to Medicare supplement shall continue to receive medical coverage and the State shall pay ninety percent of the cost. When such employee reaches the age of sixty-five, the State agrees to pay one hundred percent of the premium.

43.5 The formula used for paying the cost of individual coverage for employees who retire shall be in accordance with RIGL 36-12-4.

ARTICLE 44

ALTERATION OF AGREEMENT

44.1 The State 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.

44.2 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

44.3 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.

44.4 Both parties recognize 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 either party within thirty days from the signing of this agreement.

44.5 Clothing allowance subject to binding arbitration for those employees who have or had in the past received clothing allowance.

44.6 U.R.I. student help to be resolved in the mini-contract.

44.7 Flextime subject for mini-contract.

44.8 Mini-contracts shall be in negotiations for a period of not more than ninety days of original request. Any unresolved issues, at the conclusion of this time, shall be submitted to expedited arbitration, and said arbitrator's award shall be binding on both parties, provided, however, that matters concerning changes in work schedules, monetary fringe benefits or other matters requiring the appropriation of money shall not become a subject for arbitration.

44.9 All present mini-contracts in existence shall remain in full force and effect until renegotiated by the parties.

44.10 The parties agree to include a Memorandum of Understanding in the contract reflecting the State's Performance Development Program ("PDP"), which is referenced in the Exhibit B to this Agreement.

ARTICLE 45

TRANSITIONAL EMPLOYMENT

45.1 Consistent with the provisions of the Collective Bargaining Agreement, the parties recognize the desirability of temporary light duty assignments as a means of returning injured workers to productive employment and to facilitate the employee's return to full duty in their assignment.

The State or Non-Executive Departments/Divisions/Colleges/Universities (hereinafter collectively, "State") in agreement with the local Union shall identify transitional employment for injured employees, including those with work related injuries, and those with occupational disease as set forth in R.I. Gen. Laws § 28-34-1 *et seq.*, and may identify transitional employment for injured employees with non-work related injuries, whose medical restrictions prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon definitive medical verification of the employee's restrictions, the State shall modify the employee's assignment including job functions, tasks, hours, shift and/or work location, to provide transitional employment which will not exceed the employee's restrictions.

If no transitional employment is available in the employee's classification, the employee may be offered temporary work outside their classification with the agreement of the local Union.

Transitional assignments shall be reviewed on a regular basis. The review interval shall be agreed upon by the State, the local Union involved, and the employee. The transitional

employment period shall not exceed six months unless extended by mutual agreement of the State, the local Union involved and the employee and contingent upon supporting medical documentation.

If the employee cannot return to their classification and/or assignment based upon medical verification, the State shall offer those with work related injuries education, training or other programs to assist the employee to obtain other employment opportunities in State service, first within the bargaining unit, second in Council 94, and then elsewhere in State service, in accordance with the Collective Bargaining Agreement and Merit System Law. The State may offer these same benefits to employees with non-work related injuries who cannot return to their classification and/or assignment based upon medical verification.

No employee working in a transitional assignment will displace any bargaining unit member while participating in that transitional employment.

ARTICLE 46

TEMPORARY SERVICES

The State may employ temps to perform bargaining unit work subject to the following provisions:

1. Such temps will be considered members of the bargaining unit and shall pay either union dues or an agency service fee.
2. Temps shall be paid at the first step of the pay plan for the classification in which they are employed and shall receive no benefits (e.g. health insurance).
3. Temps shall accrue seniority and shall be eligible to bid for vacant positions after all other employees represented by Council 94 have exhausted their bidding rights.
4. Temps shall remain "at will" employees and shall not be covered by the contract

except for compliance with the pay provision and the right to bid for a vacant position.

5. There shall be a statewide cap of 50 temps under the Master Agreement, excluding temps employed under existing departmental agreements.

Departmental agreements governing the use of temps for a programmatic purpose shall be for a duration of six (6) months, renewable for good reason for additional six (6) month periods. If either a local union or a department alleges that agreement on the use of temps is being unreasonably withheld, such negotiations shall cease and the matter shall be reviewed and resolved by the Director of Administration and the Union President. Failing such resolution, such department may utilize temps in compliance with this Agreement and the Union may submit the dispute to binding arbitration.

6. Nothing in this Article shall restrict or supersede existing departmental agreements over the use of temps.

7. When a department hires a temp pursuant to the agreement, the President of the Local Union will be notified.

ARTICLE 47

PARITY

47.1 Subsequent to the ratification of this agreement by Council 94, any increases in wages or benefits received by any other labor organization through negotiations, beyond those contained herein, shall be extended to employees covered by this agreement. In the event such wages or benefits are directly related to concessions made by other labor organizations, Council 94 shall have the option of making concessions of equal value in order to qualify for receipt of such wages or benefits.

Notwithstanding any provision in the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, co-share charges for health insurance, dental insurance, or vision care insurance, employee waiver payment, or wages, based on the terms of the collective bargaining agreements between the State and either the Howard Union of Teachers or the Rhode Island Troopers Association.

ARTICLE 48

TERMINATION & REOPENING OF AGREEMENT

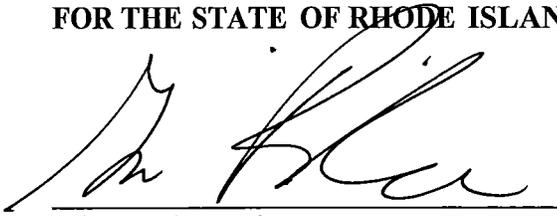
48.1 This agreement shall be in force from July 1, 2017 through June 30, 2020.

48.2 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.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of August, 2018.

**FOR THE STATE OF RHODE ISLAND: FOR RHODE ISLAND COUNCIL 94,
AFSCME, AFL-CIO**



Gina Raimondo
Governor



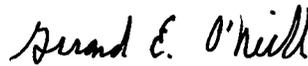
J. Michael Downey, President
RI Council 94, AFSCME, AFL-CIO



Michael DiBiase, Director
Department of Administration



Lynn Loveday, State Vice President
RI Council 94, AFSCME, AFL-CIO



Gerard E. O'Neill, Executive Director
RI Council 94, AFSCME, AFL-CIO



Alexis Santoro, Deputy Executive Director
RI Council 94, AFSCME, AFL-CIO

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
PERFORMANCE DEVELOPMENT

ORIGINAL

State of Rhode Island

Department of Administration

And

Rhode Island Council 94, AFSCME, AFL-CIO

The State's Performance Development Program (hereinafter, "PDP") is designed to encourage employees and their supervisors to meet, discuss, and set goals that are consistent with the operations and missions of the employer and to encourage increased communication between the employee and their supervisor.

The State and the Union agree to establish a committee to discuss the implementation of the PDP. The Committee will consist of up to three members appointed by the State and three members appointed by the Union. The Committee will begin to meet upon ratification of this Master Agreement and will meet at least once a month until implementation of the Program. The Committee will discuss issues of concern to the State and the Union and the process and procedures for implementation of the PDP. The State shall determine the start date for the PDP within the timeframe of this Master Agreement. Upon the implementation of the PDP, the Committee will meet quarterly to review the process.

All employees are required to participate in the PDP. Employees shall be permitted to respond to the PDP. The results of the PDP shall not be used by the State to initiate or support a disciplinary action, nor by an employee in defense of a disciplinary action. Disputes of overall annual PDP evaluations, that are less than satisfactory (Improvement Needed or Not Meeting Objectives) shall be subject to the grievance and arbitration procedure.

SIGNATURES ON NEXT PAGE

For the State:

For the Union:

Michael DiBiase
 Michael DiBiase, Director Date: 5/2/18
 Dept. of Administration

Kyle Adamonis
 Kyle Adamonis, Director Date: 5/2/18
 Personnel Administrator
 Dept. of Administration

J. Michael Downey 8-2-18
 J. Michael Downey, President Date: _____
 RI Council 94, AFSCME, AFL-CIO

Lynn Loveday 5/2/18
 Lynn Loveday, State Vice President Date: _____
 RI Council 94, AFSCME, AFL-CIO

Gerard E. O'Neill
 Gerard E. O'Neill, Esq. Date: 5/2/18
 Executive Director
 RI Council 94, AFSCME, AFL-CIO

EXHIBIT B

ORIGINAL

MEMORANDUM OF AGREEMENT

State of Rhode Island
Department of Administration
And

Department of Behavioral Healthcare, Developmental Disabilities and Hospitals
And

Rhode Island Council 94, AFSCME, AFL-CIO and Local 1350

(BHDDH)
IAPs, MHWs, and CNAs

This Memorandum of Agreement is entered into this 25th day of April, 2018 by and between the State of Rhode Island (hereinafter, "State"), Department of Administration, (hereinafter, "DOA"), Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (hereinafter, "BHDDH") and Rhode Island Council 94, AFSCME, AFL-CIO (hereinafter, "Union"), and Local 1350 (collectively the "Parties").

WHEREAS, DOA is the sole entity authorized to negotiate and enter into collective bargaining agreements between the State of Rhode Island and the Union; and

WHEREAS, BHDDH is a Department of the State bound by the terms of the collective bargaining agreements between the STATE and UNION; and

WHEREAS, during the negotiation process between the parties for the July 1, 2017 – June 30, 2020 Master Agreement, it was agreed that Institutional Attendant (Psychiatric) (hereinafter, "IAP") at BHDDH should be upgraded due to the patient population at BHDDH; and

WHEREAS, during the negotiation process between the parties, it was agreed that there was a need to increase the number of MHWs and add positions to Local 1350; and

WHEREAS, BHDDH has recently presented at public hearing and has received all necessary approvals for a new classification (Psychiatric Technicians) that will be working as a part of the treatment team for psychiatric patients; and

WHEREAS, the parties recognize and are aware that the process to modify job classifications, to include pay grade changes, is subject to the State Merit System Act and a public hearing process.

NOW THEREFORE, in consideration of the mutual promises contained herein and the unique nature of these events, it is hereby agreed:

1. Effective July 1, 2018, all current BHDDH IAP employees shall be upgraded from a paygrade 14 A to a paygrade 15A and shall receive the appropriate pay upgrade. In the event the necessary public hearing and approvals occur after July 1, 2018, it is agreed the state will take any administrative steps necessary so that all existing IAPs shall receive the pay upgrade retroactive to July 1, 2018.
2. All current BHDDH Certified Nursing Assistants (hereinafter, "CNAs") working with psychiatric patients at the Cranston campus shall be reclassified as IAPS. The parties recognize and agree that said employees are substantially performing the duties of the IAP classification. The Parties agree and acknowledge that the aforementioned CNAs would have been reclassified to this classification had they filed classification questionnaires.
3. As of July 1, 2018, said CNAs (reclassified as IAPs) shall be upgraded from a paygrade 13A to a paygrade 15A. If there is a delay in processing the upgrades then said upgrades shall be retroactive to July 1, 2018. This upgrade shall be for all BHDDH CNA positions except employees with a permanent bid to a position on the medical unit, currently located at Regan 5.
4. Effective July 1, 2018, the State shall post twenty-five (25) new full-time Mental Health Worker (MHW) positions. Said positions shall be filled by October 31, 2018, unless the parties mutually agree in writing to extend the time for filling the positions. Said 25 MHW positions shall be filled in accordance with the language in provision 11.4e from July 1, 2013 through June 30, 2017 Master Agreement and shall be filled from the top state seniority bidder as set forth in that provision.
5. The Union will not oppose nor appeal any decision allowing the employment of full-time paygrade 22A Psychiatric Technician positions, which was presented at a Public Hearing on March 22, 2018.
6. All positions referenced in paragraphs 1 -5 shall remain and/or will be Council 94, Local 1350 positions.
7. The Union/Local 1350 will withdraw the following eleven (11) grievances:
 - a. G11253/15
 - b. G11940/17
 - c. G11856/17
 - d. G11366/16

- e. G12088/18
- f. G11941/17
- g. G11761/17
- h. G11935/17
- i. G11295/16
- j. G11242/16
- k. G11830/17

- 8. The parties shall cooperate in the filing of an accretion through consent affidavit and any necessary supporting documentation with the RI State Labor Relations Board to formally accrete the Psychiatric Technician position into the certified bargaining unit of Council 94, Local 1350.
- 9. The parties retain the right to file any grievance or demand for Arbitration or any other proceeding solely for the purposes of enforcing the specific terms herein.
- 10. The parties stipulate and agree that the terms of this AGREEMENT are entered into voluntarily and that none of the parties have been coerced to enter into this Agreement through fraud, duress, misrepresentation, undue influence, or any other means that may affect the voluntariness of the mutual assent upon which this AGREEMENT is based.
- 11. This AGREEMENT does not set precedent as to any other matter or any other employee and shall not be introduced, referred to, or testified about in any proceeding that does not involve or relate to the specific terms of this AGREEMENT and the parties.
- 12. The effective date of this Agreement is that date upon which the final signatures of the parties is affixed hereto.

SIGNATURES ON THE FOLLOWING PAGE

For the State:

For the Union:

Michael DiBiase
Michael DiBiase, Director Date: 4/25/18
Dept. of Administration

Michael Downey 4-28-18
Michael Downey, President Date: _____
RI Council 94, AFSCME, AFL-CIO

Kyle Adamonis 4/25/18
Kyle Adamonis, Director Date: 4/25/18
Personnel Administrator
Dept. of Administration

Lynn Loveday
Lynn Loveday, State Vice President Date: 4/25/18
RI Council 94, AFSCME, AFL-CIO

Rebecca Boss 4/25/18
Rebecca Boss, Director Date: 4/25/18
Director
BHDDH

Gerard E. O'Neill Date: 4/25/18
Gerard E. O'Neill, Esq. Date: 4/25/18
Executive Director
RI Council 94, AFSCME, AFL-CIO

Edward DeLuca Date: 4/25/18
Edward DeLuca, President Date: 4/25/18
Local 1350
RI Council 94, AFSCME, AFL-CIO

Letters of Understanding

Executive Order (Sexual Harassment)

Letter of Understanding - Sick Leave Bill

Letter of Understanding - Sick Leave Bill

Joint Statement

Employee Rights

Letter of Understanding:

1. Personal Business Leave Time
2. Sick Leave Committee
3. Article 11.4 (EE-1847, EE-1848, and EE-1926)
4. Article 11.4 (EE-1964, 1965, 1859, 2001 and 1809)
5. Article 11.4 (EE-1778 and 2060)
6. Incentive Training Program Committee
7. Article 22 Bulletin Boards
8. Articles 9.3 and 9.5, Holidays
9. Article 7, Section 1, Shift Differential
10. Consecutive Shifts
11. Mini Contracts

Memorandum of Agreement - Parking

Memorandum of Agreement - Pay Equity

Memorandum of Agreement - Emergency/Temporary Employees

Memorandum of Agreement - Training School and Group Homes

Memorandum of Agreement - Layoffs/Shut Downs or Pay Reductions

Memorandum of Agreement - Implementation of Study Contemplated By Segal Report

**EXECUTIVE ORDER NO.
SEXUAL HARASSMENT**

WHEREAS, it is imperative that all State employees be permitted a work atmosphere free from unwanted sexual harassment. Sexual harassment is an offensive working condition which will not be tolerated by this Administration. It is a particularly sensitive issue, but it is an issue that must be dealt with openly and firmly.

WHEREAS, sexual harassment is unsolicited, deliberate or repeated sexually explicit derogatory statements, gestures or physical contacts which are objectionable to the recipient and which cause discomfort or humiliation. Sexual harassment may involve pressure from a person of either sex against a person of the opposite or same sex, and may occur in any employment relationship.

WHEREAS, in some cases sexual harassment constitutes unlawful sex discrimination for which legal remedies are available under Title VII of the Civil Rights Act of 1964, as amended. In other cases the nature of the harassment is such that internal personnel procedures may be the appropriate form of redress.

WHEREAS, sexual harassment undermines the integrity of the workplace, results in deleterious employment consequences to its victims, and must be eliminated.

NOW, THEREFORE, by virtue of the authority vested in me as Governor of the State of Rhode Island and Providence Plantations it is ordered as follows:

To ensure a work environment free from sexual harassment

1. The Director of the Department of Equal Opportunity shall be responsible for providing a program of training for the Equal Opportunity officers of each Department, Agency, Board and Commission under the jurisdiction of the Governor. Such training shall include the identification of sexual harassment and the procedures for investigation and resolution of complaints.
2. The head of each Department, Agency, Board and Commission under the jurisdiction of the Governor shall be responsible for:
 - A. disseminating to each person in their employ appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and organizations through which victims may seek assistance; and
 - B. briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action.

All other constitutional officers are urged to implement similar policies to assure the elimination of sexual harassment.

This order shall not be construed to enlarge upon, not to limit or abridge the rights of any person under the constitutions or statutes of the United States or the State of Rhode Island.

This order is effective upon filing with the Secretary of State.

Sincerely, Governor

**LETTER OF UNDERSTANDING
SICK LEAVE BILL**

The parties hereto recognize that the Rhode Island General Assembly has enacted an amendment to Title 36, Chapter 4, of the Merit System Law. Said amendment is identified as Title 36, Chapter 4, Section 63. Therefore, the parties have agreed to amend those provisions contained in the October 2, 1980 Collective Bargaining Agreement that conflict with R.I.G.L. 36-4-63. These provisions are set forth below. Should the legislature repeal the R.I.G.L. 36-4-63 in whole or in part or should a court of competent jurisdiction declare R.I.G.L. 36-4-63 to be unconstitutional in whole or in part, those provisions set forth below would again become operative from the effective date of a final adjudication by a court of competent jurisdiction declaring said statute to be unconstitutional.

8.6 Overtime work is to be made a matter of record and distributed fairly and equitably among employees 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.

8.7 Hours credited for holidays, sick leave, vacation and compensable injury shall be considered as time worked for the purpose of computing overtime. Where the employee's work record gives evidence of abuse of sick leave, then it shall be the management's prerogative to deny the applications of hours credited for sick leave for the purpose of computing overtime. However, the employee shall be entitled to pursue such a denial through the grievance procedure, where they feel the denial improper.

8.8 Overtime shall be offered to employees on the basis of their seniority in their classification within the division 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 division in which overtime work is assigned voluntarily accept the assignment, the State 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.

LETTER OF UNDERSTANDING SICK LEAVE BILL

The parties hereto recognize that the Rhode Island General Assembly has enacted an amendment to Title 36, Chapter 4, of the Merit System Law. Said amendment is identified as Title 36, Chapter 4, Section 63. Therefore, the parties have agreed to amend those provisions contained in the October 2, 1980 Collective Bargaining Agreement that conflict with R.I.G.L. 36-4-63. These provisions are set forth below. Should the legislature repeal the R.I.G.L. 36-4-63 in whole or in part or should a court of competent jurisdiction declare R.I.G.L. 36-4-63 to be unconstitutional in whole or in part, those provisions set forth below would again become operative from the effective date of a final adjudication by a court of competent jurisdiction declaring said statute to be unconstitutional.

13.5 The appointing authority 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.

The State reserves the right to notify the Union of additional provisions in the Collective Bargaining Agreement which it contends also conflict with 36-4-63. August 27, 1980

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 "Employee 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

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 their 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.

LETTER OF UNDERSTANDING

1. During the negotiation process between the State of Rhode Island and Council 94, AFSCME - AFL-CIO, it was agreed that regarding personal business leave time:

Where the State has previously approved four personal business leave days, for employees in unusual work week schedules that exceed the thirty-two hours for personal business leave as provided in the Personal Business Leave Article, that practice will continue provided:

- a. The total personal leave time will not exceed thirty hours per fiscal year and,
- b. The practice will not establish a precedent for any amount of personal leave time other than that provided in Article 41 (Personal Business Leave).
- c. The parties agree to meet and resolve the issue of the fourth personal leave day for irregular work schedule.

2. Within ten days of the signing of the Master Agreement, a committee will be formed consisting of three members of the State and three members of the Union. Each party will submit the names of the representatives at the date of the signing of this agreement and a meeting can be called by two members of this committee not later than ten days after the signing of the Master Agreement.

The committee will study the proposal concerning the sick leave provision on Article 13.3 as proposed by the Union and upon a majority decision of the full committee, the State agrees to implement the committee recommendations including the recommendations of the committee as to the time of implementation except, however, that this committee will also study Article 13.5 of the present contract and will have as its first priority the establishment of a uniform policy in carrying out the provisions of Article 13.5 of the existing contract. That within

ninety days of the formation of the committee, a decision by the majority of the full committee shall be implemented by the Director of Administration. Said implementation shall be made within thirty days of the receipt of the recommendations.

3. During the negotiations between the State of Rhode Island and Council 94, AFSCME, on the master contract, it was mutually understood and agreed to by both parties that the subject of considering bargaining units, EE numbers, 1847, 1848 and 1926 be considered as one bargaining unit for the purpose of carrying out the provision of Article 11.4. The language pertaining to this issue will be inserted in the mini-contract. The language will be as mutually agreed upon.

When a position becomes vacant in one of the following EE numbers, 1847, 1848, and 1926, the employees in that EE number shall have first preference for the vacant position, according to the provisions of Article 11.4. If there are no applicants from the priority EE number, then the employees from the other designated EE numbers may apply for the vacant position according to the provisions of Article 11.4. These positions may be posted simultaneously in designated EE number groups.

4. It is hereby agreed to by the parties that for the purpose of carrying out the provisions of Article 11.4 of the master contract, the bargaining units, EE numbers 1964, 1965, 1859, 2001 and 1809 shall be considered one bargaining unit.

5. It is hereby agreed to by the parties that for the purpose of carrying out the provisions of Article 11.4 of the master contract the bargaining units, EE numbers 1778 and 2060 shall be considered one bargaining unit.

6. Within ninety days of the signing of this agreement, a committee will be formed consisting of three members of the State and three members of the Union to study an incentive

training program, inequities within the present program and inequities in the program among all State employees and all other facets necessary to make recommendations, including the time limits appropriate for said implementation. Provided, however, the committee complete its report within six months of the date of the first meeting.

The committee recommendations will be submitted to the Director of Administration. The Director of Administration shall decide within sixty days of the receipt of the report as to whether the State will implement or not implement said recommendations.

7. During the negotiation process between the State of Rhode Island and Council 94, AFSCME, AFL-CIO, it was agreed that regarding Article 22, Bulletin Boards that materials concerning Union outings, social and educational functions are proper subjects for posting on Union bulletin boards.

8. During the negotiations between the State of Rhode Island and Council 94, AFSCME, it is hereby mutually understood and agreed upon by the parties that Article 9.3 and 9.5 will become effective January 1, 1981 and that anyone enjoying benefits greater than those spelled out in the Article and sections at the time of the signing of the agreement and continuing up to the effective date of the implementation shall not be deprived of those benefits by the new language in this contract.

9. During the negotiations between the State of Rhode Island and Council 94, AFSCME, it was mutually understood and agreed to that Article 7.1 of the existing contract containing the language "The night tour of duty shall mean hours worked between the hours of 11 p.m. and 8 am" shall not pertain to those employees who begin work on their shift at 7 a.m..

10. During the negotiations between the State of Rhode Island and Council 94, AFSCME, on the master contract, it was mutually understood and agreed to by both parties that

the subject of allowing time or money for those employees who work consecutive shifts in certain bargaining units will be proper items for negotiations in a mini-contract.

11. Mini contracts or Special Local Addendum Agreements shall be utilized to negotiate and resolve the following:

- Comp-time for non-standard employees and the impact of FLSA on same.
- RIC student help issue.
- VDT relief periods and protection by job assignments for pregnant employees.
- Local 1350 de-institutionalization agreement with approval by the Local Union and the Department Director.
- DOE/School Lunch agreement on job protection for employees affected by sub-contracting and privatization.
- Light duty assignments.
- Flex Time - refer to Article 44.8

MEMORANDUM OF UNDERSTANDING PARKING

For clarification purposes only, the State has a unilateral right to create incentive programs to encourage employees to not drive to work and park. When and if the State determines to implement such incentives, it will meet and confer with Council 94 prior to such implementation.

**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

**MEMORANDUM OF AGREEMENT
EMERGENCY/TEMPORARY EMPLOYEES**

The parties shall provide a letter on the use of emergency appointments and the use of temporary help. In the event the Union notifies the State of any concern on the use of same, the State will take appropriate action. Details will be developed by Letter of Understanding by the parties.

S/STATE OF RHODE ISLAND \

S/COUNCIL 94

MEMORANDUM OF AGREEMENT

With regard to the implementation of 17.5 at the Training School and the Group Homes, as to 24/7 operations, the State and the Union shall meet and discuss for the purposes of establishing an equitable procedure. This may include a one-time reposting of limited positions. In the event the postings take place, the results shall not be subject to grievance or arbitration.

MEMORANDUM OF AGREEMENT LAYOFFS/SHUTDOWNS OR PAY REDUCTIONS

Employees may request discharge of Pay Reduction Leave "PR," coded as "RO leave," or "ROI Leave" earned in accordance with the Memorandum of Agreement dated September 22, 2009 (the "PR Agreement"), and these requests shall not be unreasonably denied.

Employees may carry no more than four (4) PR days accrued from FY10 and no more than four (4) PR days accrued from FY11 solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days accrued from FY10 shall be paid at the employee's total pre-reduction hourly rate in effect for the pay period of 9/27/09-10/10/09 (paycheck of 10/16/09), regardless of when the cash payment is made. Said cash payment for those days accrued from FY11 shall be paid at the employee's total pre-reduction hourly rate in effect for the pay period 1/2/11-1/15/11 (paycheck of 1/21/11), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in the PR Agreement shall have no cash value whatsoever. This agreement does not change an employee's earned entitlement to other frozen or deferred days (i.e. Sundlun days).

**MEMORANDUM OF AGREEMENT
IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT**

This Memorandum of Agreement is entered into by and between the State of Rhode Island (the “State”) and Rhode Island Council 94, AFSCME, AFL-CIO (the “Union”) (collectively the “Parties”).

WHEREAS, the parties recognize that the State personnel system is out-of-date and in need of reform; and

WHEREAS, in June of 2012, the State of Rhode Island’s Department of Administration engaged The Segal Group to perform a study and issue a report towards implementing personnel reforms; and

WHEREAS, The Segal Group, in January of 2013, after consultation with an Advisory Committee, and after months of stakeholder interviews and independent research, issued the State of Rhode Island Comprehensive Personnel Study - Final Report of Detailed Findings, available at: www.governor.ri.gov/personnel/012613study.pdf; and

WHEREAS, a subsequent report is being prepared to address classification architecture and the compensation structure (collectively with the Segal report, the “Report”).

WHEREAS, the Parties entered into a collective bargaining agreement effective _____ through _____ (the “CBA”).

NOW THEREFORE, in the best interests of the parties, it is hereby agreed by and between the Parties that:

1. Mid-Term Discussions/Bargaining

Provided the report is completed by June 30, 2015, the Parties agree that they will meet and confer over the recommendations in the Report. Statutory impasse procedures of RIGL 36-11 shall not apply to the Parties’ agreement to meet and confer. By entering into this MOA,

neither party waives any rights it has. In no event will the implementation of recommended changes result in the decrease in an employee's base wages.

2. Mutual Cooperation

The Parties agree to approach such discussions with a sincere resolve to reach agreement concerning the Report's recommendations.

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

APPENDIX A

| Class Code | Class Title | Pay Grade | NS/NE |
|-------------------|---------------------------------|------------------|---------------------------|
| 08000000 | ADMIN ASST III | 00006 A | Non-Standard (Non-exempt) |
| 08000000 | ANIMAL TECHNICIAN | 00003 A | Non-Standard (Non-exempt) |
| 02506000 | ASSET PROTECTION OFFICER | 00324 A | Non-Standard (Non-exempt) |
| 02591600 | ASST ADM OFF | 00321 A | Non-Standard (Non-exempt) |
| 02594600 | ASST BUS MGT OFF | 00319 A | Non-Standard (Non-exempt) |
| 02594200 | BUSINESS MANAGEMENT OFFICER | 00B26 A | Non-Standard (Non-exempt) |
| 02671200 | BUYER II (DOA/OP) | 00327 A | Non-Standard (Non-exempt) |
| 02326500 | CHF TRANSPRTN & GROUNDS (RIMC) | 00321 A | Non-Standard (Non-exempt) |
| 02314500 | CHIEF POWER PLANT OPERATOR | 00325 A | Non-Standard (Non-exempt) |
| 02798300 | COMMUNITY PROG LIAISON WORKER | 00319 A | Non-Standard (Non-exempt) |
| 02434400 | CUSTOMER SERVICE SPECIALIST II | 00319 A | Non-Standard (Non-exempt) |
| 02434500 | CUSTOMER SERVICE SPECIALIST III | 00323 A | Non-Standard (Non-exempt) |
| 02536400 | EDUCATION UNIT REPRESENTATIVE | 00326 A | Non-Standard (Non-exempt) |
| 02146800 | FOOD SERVICE ADMINISTRATOR | 00322 A | Non-Standard (Non-exempt) |
| 02709600 | HEALTH PROMOTION COORDINATOR | 00329 A | Non-Standard (Non-exempt) |
| 02708600 | HUMAN SERVICES PROGRAM PLANNER | 00327 A | Non-Standard (Non-exempt) |
| 08000000 | INFORMATION TECHNOLOGIST | 00010 A | Non-Standard (Non-exempt) |
| 02702101 | JR ELEC COMPUTER PROGRAMMER | 00320 A | Non-Standard (Non-exempt) |
| 08000000 | MAR RES ASST.II | 00003 A | Non-Standard (Non-exempt) |
| 08000000 | NETWORK TECHNICIAN II | 00010 A | Non-Standard (Non-exempt) |
| 08000000 | NETWORK TECHNICIAN III | 00012 A | Non-Standard (Non-exempt) |
| 02793800 | PRIN PROGRAMMER/ANALYST (OIP) | 00331 A | Non-Standard (Non-exempt) |
| 02698400 | PRIN RATE ANALYST(COMM BSE SR) | 00B28 A | Non-Standard (Non-exempt) |
| 02708200 | PROGRAM PLANNER | 00325 A | Non-Standard (Non-exempt) |
| 08000000 | RESEARCH ASSISTANT I | 00001 A | Non-Standard (Non-exempt) |
| 08000000 | RESEARCH ASSISTANT II | 00003 A | Non-Standard (Non-exempt) |
| 08000000 | RESEARCH ASSISTANT III | 00005 A | Non-Standard (Non-exempt) |
| 02151400 | SENIOR BEHAVIOR SPECIALIST | 00320 A | Non-Standard (Non-exempt) |
| 08000000 | SENIOR INFORMATION TECHNOLOGIST | 00012 A | Non-Standard (Non-exempt) |
| 02824400 | SR CASE WORK SUPERVISOR | 00B30 A | Non-Standard (Non-exempt) |
| 02960300 | SR CMMTY DVLPMNT TRAIN SPCLST | 00326 A | Non-Standard (Non-exempt) |
| 02145700 | SR FOOD SERVICE ADMINISTRATOR | 00326 A | Non-Standard (Non-exempt) |
| 02705300 | SR SYSTEMS ANALYST | 00B26 A | Non-Standard (Non-exempt) |
| 02700500 | ST AID & FIN SPCLST MUNPL AFFA | 00332 A | Non-Standard (Non-exempt) |
| 02802600 | SUPERV ACTIVITIES THERAPIST | 00324 A | Non-Standard (Non-exempt) |
| 02641100 | SUPV OF BILLINGS & ACCTS RECEV | 00327 A | Non-Standard (Non-exempt) |
| 08000000 | TECH DIG'L INITIATVS/UNIV LIB | 00007 A | Non-Standard (Non-exempt) |
| 08000000 | TECH ENV'L MGMT CONTROL SYS | 00010 A | Non-Standard (Non-exempt) |
| 08000000 | TECHNICIAN I | 00007 A | Non-Standard (Non-exempt) |

| | | | |
|----------|------------------------------|---------|---------------------------|
| 08000000 | TECHNICIAN II | 00009 A | Non-Standard (Non-exempt) |
| 08000000 | TECHNICIAN III | 00011 A | Non-Standard (Non-exempt) |
| 02730400 | TRAINING SUPERVISOR | 00326 A | Non-Standard (Non-exempt) |
| 08000000 | UNIVERSITY POLICE CORPORAL | 00011 A | Non-Standard (Non-exempt) |
| 08000000 | UNIVERSITY POLICE LIEUTENANT | 00012 A | Non-Standard (Non-exempt) |
| 08000000 | UNIVERSITY POLICE OFFICER I | 00007 A | Non-Standard (Non-exempt) |
| 08000000 | UNIVERSITY POLICE OFFICER II | 00010 A | Non-Standard (Non-exempt) |
| 08000000 | UNIVERSITY POLICE SERGEANT | 00011 A | Non-Standard (Non-exempt) |

SALARY SCHEDULES

SCHEDULE 300
Classified Annual Salaries
 Effective December 24, 2017

| | | | | | | | | | | |
|-----|-------|-------|-------|-------|-------|-----|--------|--------|--------|--------|
| 301 | 63770 | 66041 | 67835 | 69531 | 72186 | 328 | 55842 | 57720 | 59689 | 62702 |
| 302 | 46201 | 47232 | 48289 | 50029 | | 329 | 57907 | 59875 | 61951 | 65145 |
| 303 | 31236 | 31608 | 31991 | 32549 | | 330 | 60070 | 62136 | 64301 | 67593 |
| 304 | 31236 | 31673 | 32049 | 32426 | 32992 | 331 | 62325 | 64490 | 66748 | 70232 |
| 305 | 31673 | 32049 | 32426 | 32805 | 33431 | 332 | 64670 | 66938 | 69289 | 72859 |
| 306 | 32049 | 32426 | 32805 | 33248 | 33870 | 333 | 67122 | 69475 | 71921 | 75681 |
| 307 | 32426 | 32865 | 33306 | 33747 | 34435 | 334 | 69565 | 72014 | 74557 | 78506 |
| 308 | 32865 | 33337 | 33809 | 34248 | 34935 | 335 | 72108 | 74647 | 77286 | 81322 |
| 309 | 33337 | 33841 | 34310 | 34812 | 35565 | 336 | 74647 | 77286 | 80006 | 84249 |
| 310 | 33841 | 34376 | 34876 | 35378 | 36197 | 337 | 77186 | 79921 | 82741 | 87166 |
| 311 | 34376 | 35001 | 35565 | 36132 | 37014 | 338 | 79726 | 82550 | 85471 | 90079 |
| 312 | 35001 | 35690 | 36259 | 36883 | 37825 | 339 | 82459 | 85378 | 88480 | 93086 |
| 313 | 35690 | 36381 | 37014 | 37636 | 38644 | 340 | 85378 | 88480 | 93086 | 97703 |
| 314 | 36381 | 37200 | 37825 | 38517 | 39519 | 341 | 88480 | 93086 | 97703 | 102309 |
| 315 | 37200 | 38015 | 38706 | 39401 | 40472 | 342 | 93086 | 97703 | 102309 | 106912 |
| 316 | 38015 | 38837 | 39519 | 40277 | 41432 | 343 | 97703 | 102309 | 106912 | 111530 |
| 317 | 38837 | 39712 | 40472 | 41237 | 42545 | 344 | 102309 | 106912 | 111530 | 116142 |
| 318 | 39712 | 40718 | 41576 | 42474 | 43940 | 345 | 106912 | 111530 | 116142 | 120748 |
| 319 | 40718 | 41713 | 42616 | 43637 | 45228 | 346 | 111530 | 116142 | 120748 | 125360 |
| 320 | 41713 | 42835 | 43864 | 44922 | 46662 | 347 | 116142 | 120748 | 125360 | 129968 |
| 321 | 42835 | 44093 | 45156 | 46335 | 48173 | 348 | 120748 | 125360 | 129968 | 134578 |
| 322 | 44093 | 45469 | 46662 | 47920 | 50043 | 349 | 125360 | 129968 | 134578 | 139188 |
| 323 | 45469 | 46891 | 48173 | 49689 | 52008 | 350 | 129968 | 134578 | 139188 | 143802 |
| 324 | 46891 | 48436 | 49952 | 51473 | 53877 | 351 | 134578 | 139188 | 143802 | 148411 |
| 325 | 48436 | 50218 | 51741 | 53343 | 55842 | 352 | 139188 | 143802 | 148411 | 153028 |
| 326 | 50218 | 52008 | 53615 | 55306 | 58000 | 353 | 143802 | 148411 | 153028 | 157632 |
| 327 | 53877 | 55575 | 57434 | 60345 | | | | | | |

Council 94 AFSCME
 PSA/NEA-Department of Health
 ACE/NEA-Community College of Rhode Island
 ACT/NEA-University of Rhode Island
 R.I. Probation and Parole Association (Clerical)
 Employment Security Alliance Local 401

SCHEDULE 300
Classified Annual Salaries
Effective December 23, 2018

| | | | | | | | | | | |
|-----|-------|-------|-------|-------|-------|-----|--------|--------|--------|--------|
| 301 | 65364 | 67692 | 69531 | 71269 | 73991 | 328 | 57238 | 59163 | 61181 | 64270 |
| 302 | 47356 | 48413 | 49496 | 51280 | | 329 | 59355 | 61372 | 63500 | 66774 |
| 303 | 32017 | 32398 | 32791 | 33363 | | 330 | 61572 | 63689 | 65909 | 69283 |
| 304 | 32017 | 32465 | 32850 | 33237 | 33817 | 331 | 63883 | 66102 | 68417 | 71988 |
| 305 | 32465 | 32850 | 33237 | 33625 | 34267 | 332 | 66287 | 68611 | 71021 | 74680 |
| 306 | 32850 | 33237 | 33625 | 34079 | 34717 | 333 | 68800 | 71212 | 73719 | 77573 |
| 307 | 33237 | 33687 | 34139 | 34591 | 35296 | 334 | 71304 | 73814 | 76421 | 80469 |
| 308 | 33687 | 34170 | 34654 | 35104 | 35808 | 335 | 73911 | 76513 | 79218 | 83355 |
| 309 | 34170 | 34687 | 35168 | 35682 | 36454 | 336 | 76513 | 79218 | 82006 | 86355 |
| 310 | 34687 | 35235 | 35748 | 36262 | 37102 | 337 | 79116 | 81919 | 84810 | 89345 |
| 311 | 35235 | 35876 | 36454 | 37035 | 37939 | 338 | 81719 | 84614 | 87608 | 92331 |
| 312 | 35876 | 36582 | 37165 | 37805 | 38771 | 339 | 84520 | 87512 | 90692 | 95413 |
| 313 | 36582 | 37291 | 37939 | 38577 | 39610 | 340 | 87512 | 90692 | 95413 | 100146 |
| 314 | 37291 | 38130 | 38771 | 39480 | 40507 | 341 | 90692 | 95413 | 100146 | 104867 |
| 315 | 38130 | 38965 | 39674 | 40386 | 41484 | 342 | 95413 | 100146 | 104867 | 109585 |
| 316 | 38965 | 39808 | 40507 | 41284 | 42468 | 343 | 100146 | 104867 | 109585 | 114318 |
| 317 | 39808 | 40705 | 41484 | 42268 | 43609 | 344 | 104867 | 109585 | 114318 | 119046 |
| 318 | 40705 | 41736 | 42615 | 43536 | 45039 | 345 | 109585 | 114318 | 119046 | 123767 |
| 319 | 41736 | 42756 | 43681 | 44728 | 46359 | 346 | 114318 | 119046 | 123767 | 128494 |
| 320 | 42756 | 43906 | 44961 | 46045 | 47829 | 347 | 119046 | 123767 | 128494 | 133217 |
| 321 | 43906 | 45195 | 46285 | 47493 | 49377 | 348 | 123767 | 128494 | 133217 | 137942 |
| 322 | 45195 | 46606 | 47829 | 49118 | 51294 | 349 | 128494 | 133217 | 137942 | 142668 |
| 323 | 46606 | 48063 | 49377 | 50931 | 53308 | 350 | 133217 | 137942 | 142668 | 147397 |
| 324 | 48063 | 49647 | 51201 | 52760 | 55224 | 351 | 137942 | 142668 | 147397 | 152121 |
| 325 | 49647 | 51473 | 53035 | 54677 | 57238 | 352 | 142668 | 147397 | 152121 | 156854 |
| 326 | 51473 | 53308 | 54955 | 56689 | 59450 | 353 | 147397 | 152121 | 156854 | 161573 |
| 327 | 55224 | 56964 | 58870 | 61854 | | | | | | |

Council 94 AFSCME
 PSA/NEA-Department of Health
 ACE/NEA-Community College of Rhode Island
 ACT/NEA-University of Rhode Island
 R.I. Probation and Parole Association (Clerical)
 Employment Security Alliance Local 401

SCHEDULE 300
Classified Annual Salaries
 Effective June 23, 2019

| | | | | | | | | | | |
|-----|-------|-------|-------|-------|-------|-----|--------|--------|--------|--------|
| 301 | 66671 | 69046 | 70922 | 72694 | 75471 | 328 | 58383 | 60346 | 62405 | 65555 |
| 302 | 48303 | 49381 | 50486 | 52306 | | 329 | 60542 | 62599 | 64770 | 68109 |
| 303 | 32657 | 33046 | 33447 | 34030 | | 330 | 62803 | 64963 | 67227 | 70669 |
| 304 | 32657 | 33114 | 33507 | 33902 | 34493 | 331 | 65161 | 67424 | 69785 | 73428 |
| 305 | 33114 | 33507 | 33902 | 34298 | 34952 | 332 | 67613 | 69983 | 72441 | 76174 |
| 306 | 33507 | 33902 | 34298 | 34761 | 35411 | 333 | 70176 | 72636 | 75193 | 79124 |
| 307 | 33902 | 34361 | 34822 | 35283 | 36002 | 334 | 72730 | 75290 | 77949 | 82078 |
| 308 | 34361 | 34853 | 35347 | 35806 | 36524 | 335 | 75389 | 78043 | 80802 | 85022 |
| 309 | 34853 | 35381 | 35871 | 36396 | 37183 | 336 | 78043 | 80802 | 83646 | 88082 |
| 310 | 35381 | 35940 | 36463 | 36987 | 37844 | 337 | 80698 | 83557 | 86506 | 91132 |
| 311 | 35940 | 36594 | 37183 | 37776 | 38698 | 338 | 83353 | 86306 | 89360 | 94178 |
| 312 | 36594 | 37314 | 37908 | 38561 | 39546 | 339 | 86210 | 89262 | 92506 | 97321 |
| 313 | 37314 | 38037 | 38698 | 39349 | 40402 | 340 | 89262 | 92506 | 97321 | 102149 |
| 314 | 38037 | 38893 | 39546 | 40270 | 41317 | 341 | 92506 | 97321 | 102149 | 106964 |
| 315 | 38893 | 39744 | 40467 | 41194 | 42314 | 342 | 97321 | 102149 | 106964 | 111777 |
| 316 | 39744 | 40604 | 41317 | 42110 | 43317 | 343 | 102149 | 106964 | 111777 | 116604 |
| 317 | 40604 | 41519 | 42314 | 43113 | 44481 | 344 | 106964 | 111777 | 116604 | 121427 |
| 318 | 41519 | 42571 | 43467 | 44407 | 45940 | 345 | 111777 | 116604 | 121427 | 126242 |
| 319 | 42571 | 43611 | 44555 | 45623 | 47286 | 346 | 116604 | 121427 | 126242 | 131064 |
| 320 | 43611 | 44784 | 45860 | 46966 | 48786 | 347 | 121427 | 126242 | 131064 | 135881 |
| 321 | 44784 | 46099 | 47211 | 48443 | 50365 | 348 | 126242 | 131064 | 135881 | 140701 |
| 322 | 46099 | 47538 | 48786 | 50100 | 52320 | 349 | 131064 | 135881 | 140701 | 145521 |
| 323 | 47538 | 49024 | 50365 | 51950 | 54374 | 350 | 135881 | 140701 | 145521 | 150345 |
| 324 | 49024 | 50640 | 52225 | 53815 | 56328 | 351 | 140701 | 145521 | 150345 | 155163 |
| 325 | 50640 | 52502 | 54096 | 55771 | 58383 | 352 | 145521 | 150345 | 155163 | 159991 |
| 326 | 52502 | 54374 | 56054 | 57823 | 60639 | 353 | 150345 | 155163 | 159991 | 164804 |
| 327 | 56328 | 58103 | 60047 | 63091 | | | | | | |

Council 94 AFSCME
 PSA/NEA-Department of Health
 ACE/NEA-Community College of Rhode Island
 ACT/NEA-University of Rhode Island
 R.I. Probation and Parole Association (Clerical)
 Employment Security Alliance Local 401

SCHEDULE 300
Classified Annual Salaries
Effective December 22, 2019

| | | | | | | | | | | |
|-----|-------|-------|-------|-------|-------|-----|--------|--------|--------|--------|
| 301 | 67338 | 69736 | 71631 | 73421 | 76226 | 328 | 58967 | 60949 | 63029 | 66211 |
| 302 | 48786 | 49875 | 50991 | 52829 | | 329 | 61147 | 63225 | 65418 | 68790 |
| 303 | 32984 | 33376 | 33781 | 34370 | | 330 | 63431 | 65613 | 67899 | 71376 |
| 304 | 32984 | 33445 | 33842 | 34241 | 34838 | 331 | 65813 | 68098 | 70483 | 74162 |
| 305 | 33445 | 33842 | 34241 | 34641 | 35302 | 332 | 68289 | 70683 | 73165 | 76936 |
| 306 | 33842 | 34241 | 34641 | 35109 | 35765 | 333 | 70878 | 73362 | 75945 | 79915 |
| 307 | 34241 | 34705 | 35170 | 35636 | 36362 | 334 | 73457 | 76043 | 78728 | 82899 |
| 308 | 34705 | 35202 | 35700 | 36164 | 36889 | 335 | 76143 | 78823 | 81610 | 85872 |
| 309 | 35202 | 35735 | 36230 | 36760 | 37555 | 336 | 78823 | 81610 | 84482 | 88963 |
| 310 | 35735 | 36299 | 36828 | 37357 | 38222 | 337 | 81505 | 84393 | 87371 | 92043 |
| 311 | 36299 | 36960 | 37555 | 38154 | 39085 | 338 | 84187 | 87169 | 90254 | 95120 |
| 312 | 36960 | 37687 | 38287 | 38947 | 39941 | 339 | 87072 | 90155 | 93431 | 98294 |
| 313 | 37687 | 38417 | 39085 | 39742 | 40806 | 340 | 90155 | 93431 | 98294 | 103170 |
| 314 | 38417 | 39282 | 39941 | 40673 | 41730 | 341 | 93431 | 98294 | 103170 | 108034 |
| 315 | 39282 | 40141 | 40872 | 41606 | 42737 | 342 | 98294 | 103170 | 108034 | 112895 |
| 316 | 40141 | 41010 | 41730 | 42531 | 43750 | 343 | 103170 | 108034 | 112895 | 117770 |
| 317 | 41010 | 41934 | 42737 | 43544 | 44926 | 344 | 108034 | 112895 | 117770 | 122641 |
| 318 | 41934 | 42997 | 43902 | 44851 | 46399 | 345 | 112895 | 117770 | 122641 | 127504 |
| 319 | 42997 | 44047 | 45001 | 46079 | 47759 | 346 | 117770 | 122641 | 127504 | 132375 |
| 320 | 44047 | 45232 | 46319 | 47436 | 49274 | 347 | 122641 | 127504 | 132375 | 137240 |
| 321 | 45232 | 46560 | 47683 | 48927 | 50869 | 348 | 127504 | 132375 | 137240 | 142108 |
| 322 | 46560 | 48013 | 49274 | 50601 | 52843 | 349 | 132375 | 137240 | 142108 | 146976 |
| 323 | 48013 | 49514 | 50869 | 52470 | 54918 | 350 | 137240 | 142108 | 146976 | 151848 |
| 324 | 49514 | 51146 | 52747 | 54353 | 56891 | 351 | 142108 | 146976 | 151848 | 156715 |
| 325 | 51146 | 53027 | 54637 | 56329 | 58967 | 352 | 146976 | 151848 | 156715 | 161591 |
| 326 | 53027 | 54918 | 56615 | 58401 | 61245 | 353 | 151848 | 156715 | 161591 | 166452 |
| 327 | 56891 | 58684 | 60647 | 63722 | | | | | | |

Council 94 AFSCME
 PSA/NEA-Department of Health
 ACE/NEA-Community College of Rhode Island
 ACT/NEA-University of Rhode Island
 R.I. Probation and Parole Association (Clerical)
 Employment Security Alliance Local 401

SCHEDULE 300
Classified Abbreviated Hourly Salaries
 Effective December 24, 2017

| | | | | |
|-------|-------|-------|-------|---------|
| 301 G | 12.13 | 12.30 | 12.62 | 35 Hrs. |
| 302 G | 16.05 | 16.23 | 16.52 | 35 Hrs. |
| 303 G | 15.32 | 15.47 | 15.76 | 40 Hrs. |
| 304 G | 15.48 | 15.64 | 15.93 | 40 Hrs. |
| 305 G | 15.64 | 15.85 | 16.16 | 40 Hrs. |
| 306 G | 15.85 | 16.05 | 16.34 | 40 Hrs. |
| 307 G | 16.10 | 16.28 | 16.62 | 40 Hrs. |
| 308 G | 16.29 | 16.58 | 16.87 | 40 Hrs. |
| 309 G | 16.59 | 16.81 | 17.18 | 40 Hrs. |
| 310 G | 16.87 | 17.12 | 17.47 | 40 Hrs. |
| 311 G | 17.18 | 17.46 | 17.88 | 40 Hrs. |
| 312 G | 17.50 | 17.83 | 18.28 | 40 Hrs. |
| 313 G | 17.88 | 18.20 | 18.70 | 40 Hrs. |
| 314 G | 18.28 | 18.59 | 19.10 | 40 Hrs. |
| 315 G | 18.71 | 18.98 | 19.50 | 40 Hrs. |
| 316 G | 18.86 | 19.23 | 19.70 | 40 Hrs. |
| 317 G | 19.05 | 19.40 | 19.97 | 40 Hrs. |
| 318 G | 19.50 | 19.85 | 20.52 | 40 Hrs. |
| 319 G | 20.08 | 20.51 | 21.15 | 40 Hrs. |
| 320 G | 20.15 | 20.56 | 21.23 | 40 Hrs. |
| 321 G | 20.56 | 21.02 | 21.76 | 40 Hrs. |
| 322 G | 21.14 | 21.68 | 22.51 | 40 Hrs. |
| 323 G | 21.73 | 22.31 | 23.17 | 40 Hrs. |
| 324 G | 22.51 | 23.06 | 24.10 | 40 Hrs. |
| 325 G | 16.76 | 16.97 | 17.30 | 35 Hrs. |
| 326 G | 17.35 | 17.56 | 17.92 | 35 Hrs. |
| 327 G | 18.30 | 18.59 | 19.10 | 35 Hrs. |
| 328 G | 19.27 | 19.58 | 20.17 | 35 Hrs. |
| 329 G | 20.21 | 20.57 | 21.15 | 35 Hrs. |

SCHEDULE 300
Classified Abbreviated Hourly Salaries
 Effective December 23, 2018

| | | | | |
|-------|-------|-------|-------|---------|
| 301 G | 12.43 | 12.61 | 12.94 | 35 Hrs. |
| 302 G | 16.45 | 16.64 | 16.93 | 35 Hrs. |
| 303 G | 15.70 | 15.86 | 16.15 | 40 Hrs. |
| 304 G | 15.87 | 16.03 | 16.33 | 40 Hrs. |
| 305 G | 16.03 | 16.25 | 16.56 | 40 Hrs. |
| 306 G | 16.25 | 16.45 | 16.75 | 40 Hrs. |
| 307 G | 16.50 | 16.69 | 17.04 | 40 Hrs. |
| 308 G | 16.70 | 16.99 | 17.29 | 40 Hrs. |
| 309 G | 17.00 | 17.23 | 17.61 | 40 Hrs. |
| 310 G | 17.29 | 17.55 | 17.91 | 40 Hrs. |
| 311 G | 17.61 | 17.90 | 18.33 | 40 Hrs. |
| 312 G | 17.94 | 18.28 | 18.74 | 40 Hrs. |
| 313 G | 18.33 | 18.66 | 19.17 | 40 Hrs. |
| 314 G | 18.74 | 19.05 | 19.58 | 40 Hrs. |
| 315 G | 19.18 | 19.45 | 19.99 | 40 Hrs. |
| 316 G | 19.33 | 19.71 | 20.19 | 40 Hrs. |
| 317 G | 19.53 | 19.89 | 20.47 | 40 Hrs. |
| 318 G | 19.99 | 20.35 | 21.03 | 40 Hrs. |
| 319 G | 20.58 | 21.02 | 21.68 | 40 Hrs. |
| 320 G | 20.65 | 21.07 | 21.76 | 40 Hrs. |
| 321 G | 21.07 | 21.55 | 22.30 | 40 Hrs. |
| 322 G | 21.67 | 22.22 | 23.07 | 40 Hrs. |
| 323 G | 22.27 | 22.87 | 23.75 | 40 Hrs. |
| 324 G | 23.07 | 23.64 | 24.70 | 40 Hrs. |
| 325 G | 17.18 | 17.39 | 17.73 | 35 Hrs. |
| 326 G | 17.78 | 18.00 | 18.37 | 35 Hrs. |
| 327 G | 18.76 | 19.05 | 19.58 | 35 Hrs. |
| 328 G | 19.75 | 20.07 | 20.67 | 35 Hrs. |
| 329 G | 20.72 | 21.08 | 21.68 | 35 Hrs. |

SCHEDULE 300
Classified Abbreviated Hourly Salaries
 Effective June 23, 2019

| | | | | |
|-------|-------|-------|-------|---------|
| 301 G | 12.68 | 12.86 | 13.20 | 35 Hrs. |
| 302 G | 16.78 | 16.97 | 17.27 | 35 Hrs. |
| 303 G | 16.01 | 16.18 | 16.47 | 40 Hrs. |
| 304 G | 16.19 | 16.35 | 16.66 | 40 Hrs. |
| 305 G | 16.35 | 16.58 | 16.89 | 40 Hrs. |
| 306 G | 16.58 | 16.78 | 17.09 | 40 Hrs. |
| 307 G | 16.83 | 17.02 | 17.38 | 40 Hrs. |
| 308 G | 17.03 | 17.33 | 17.64 | 40 Hrs. |
| 309 G | 17.34 | 17.57 | 17.96 | 40 Hrs. |
| 310 G | 17.64 | 17.90 | 18.27 | 40 Hrs. |
| 311 G | 17.96 | 18.26 | 18.70 | 40 Hrs. |
| 312 G | 18.30 | 18.65 | 19.11 | 40 Hrs. |
| 313 G | 18.70 | 19.03 | 19.55 | 40 Hrs. |
| 314 G | 19.11 | 19.43 | 19.97 | 40 Hrs. |
| 315 G | 19.56 | 19.84 | 20.39 | 40 Hrs. |
| 316 G | 19.72 | 20.10 | 20.59 | 40 Hrs. |
| 317 G | 19.92 | 20.29 | 20.88 | 40 Hrs. |
| 318 G | 20.39 | 20.76 | 21.45 | 40 Hrs. |
| 319 G | 20.99 | 21.44 | 22.11 | 40 Hrs. |
| 320 G | 21.06 | 21.49 | 22.20 | 40 Hrs. |
| 321 G | 21.49 | 21.98 | 22.75 | 40 Hrs. |
| 322 G | 22.10 | 22.66 | 23.53 | 40 Hrs. |
| 323 G | 22.72 | 23.33 | 24.23 | 40 Hrs. |
| 324 G | 23.53 | 24.11 | 25.19 | 40 Hrs. |
| 325 G | 17.52 | 17.74 | 18.08 | 35 Hrs. |
| 326 G | 18.14 | 18.36 | 18.74 | 35 Hrs. |
| 327 G | 19.14 | 19.43 | 19.97 | 35 Hrs. |
| 328 G | 20.15 | 20.47 | 21.08 | 35 Hrs. |
| 329 G | 21.13 | 21.50 | 22.11 | 35 Hrs. |

SCHEDULE 300
Classified Abbreviated Hourly Salaries
 Effective December 22, 2019

| | | | | |
|-------|-------|-------|-------|---------|
| 301 G | 12.81 | 12.99 | 13.33 | 35 Hrs. |
| 302 G | 16.95 | 17.14 | 17.44 | 35 Hrs. |
| 303 G | 16.17 | 16.34 | 16.63 | 40 Hrs. |
| 304 G | 16.35 | 16.51 | 16.83 | 40 Hrs. |
| 305 G | 16.51 | 16.75 | 17.06 | 40 Hrs. |
| 306 G | 16.75 | 16.95 | 17.26 | 40 Hrs. |
| 307 G | 17.00 | 17.19 | 17.55 | 40 Hrs. |
| 308 G | 17.20 | 17.50 | 17.82 | 40 Hrs. |
| 309 G | 17.51 | 17.75 | 18.14 | 40 Hrs. |
| 310 G | 17.82 | 18.08 | 18.45 | 40 Hrs. |
| 311 G | 18.14 | 18.44 | 18.89 | 40 Hrs. |
| 312 G | 18.48 | 18.84 | 19.30 | 40 Hrs. |
| 313 G | 18.89 | 19.22 | 19.75 | 40 Hrs. |
| 314 G | 19.30 | 19.62 | 20.17 | 40 Hrs. |
| 315 G | 19.76 | 20.04 | 20.59 | 40 Hrs. |
| 316 G | 19.92 | 20.30 | 20.80 | 40 Hrs. |
| 317 G | 20.12 | 20.49 | 21.09 | 40 Hrs. |
| 318 G | 20.59 | 20.97 | 21.66 | 40 Hrs. |
| 319 G | 21.20 | 21.65 | 22.33 | 40 Hrs. |
| 320 G | 21.27 | 21.70 | 22.42 | 40 Hrs. |
| 321 G | 21.70 | 22.20 | 22.98 | 40 Hrs. |
| 322 G | 22.32 | 22.89 | 23.77 | 40 Hrs. |
| 323 G | 22.95 | 23.56 | 24.47 | 40 Hrs. |
| 324 G | 23.77 | 24.35 | 25.44 | 40 Hrs. |
| 325 G | 17.70 | 17.92 | 18.26 | 35 Hrs. |
| 326 G | 18.32 | 18.54 | 18.93 | 35 Hrs. |
| 327 G | 19.33 | 19.62 | 20.17 | 35 Hrs. |
| 328 G | 20.35 | 20.67 | 21.29 | 35 Hrs. |
| 329 G | 21.34 | 21.72 | 22.33 | 35 Hrs. |

SCHEDULE 300
Classified Hourly Salaries
Effective December 24, 2017

| | | |
|-------|-------|---------|
| 301 H | 14.64 | 40 Hrs. |
| 302 H | 15.05 | 40 Hrs. |
| 303 H | 15.64 | 40 Hrs. |
| 304 H | 16.67 | 35 Hrs. |
| 305 H | 15.94 | 40 Hrs. |
| 306 H | 16.01 | 40 Hrs. |
| 307 H | 17.26 | 35 Hrs. |
| 308 H | 16.35 | 40 Hrs. |
| 309 H | 17.30 | 35 Hrs. |
| 310 H | 16.87 | 40 Hrs. |
| 311 H | 17.92 | 35 Hrs. |
| 312 H | 18.05 | 35 Hrs. |
| 313 H | 18.78 | 35 Hrs. |
| 314 H | 18.17 | 40 Hrs. |
| 315 H | 19.10 | 35 Hrs. |
| 316 H | 19.35 | 35 Hrs. |
| 317 H | 19.15 | 40 Hrs. |
| 318 H | 20.17 | 35 Hrs. |
| 319 H | 20.50 | 35 Hrs. |
| 320 H | 21.15 | 35 Hrs. |

SCHEDULE 300
Classified Hourly Salaries
Effective December 23, 2018

| | | |
|-------|-------|---------|
| 301 H | 15.01 | 40 Hrs. |
| 302 H | 15.43 | 40 Hrs. |
| 303 H | 16.03 | 40 Hrs. |
| 304 H | 17.09 | 35 Hrs. |
| 305 H | 16.34 | 40 Hrs. |
| 306 H | 16.41 | 40 Hrs. |
| 307 H | 17.69 | 35 Hrs. |
| 308 H | 16.76 | 40 Hrs. |
| 309 H | 17.73 | 35 Hrs. |
| 310 H | 17.29 | 40 Hrs. |
| 311 H | 18.37 | 35 Hrs. |
| 312 H | 18.50 | 35 Hrs. |
| 313 H | 19.25 | 35 Hrs. |
| 314 H | 18.62 | 40 Hrs. |
| 315 H | 19.58 | 35 Hrs. |
| 316 H | 19.83 | 35 Hrs. |
| 317 H | 19.63 | 40 Hrs. |
| 318 H | 20.67 | 35 Hrs. |
| 319 H | 21.01 | 35 Hrs. |
| 320 H | 21.68 | 35 Hrs. |

SCHEDULE 300
Classified Hourly Salaries
Effective June 23, 2019

| | | |
|-------|-------|---------|
| 301 H | 15.31 | 40 Hrs. |
| 302 H | 15.74 | 40 Hrs. |
| 303 H | 16.35 | 40 Hrs. |
| 304 H | 17.43 | 35 Hrs. |
| 305 H | 16.67 | 40 Hrs. |
| 306 H | 16.74 | 40 Hrs. |
| 307 H | 18.04 | 35 Hrs. |
| 308 H | 17.10 | 40 Hrs. |
| 309 H | 18.08 | 35 Hrs. |
| 310 H | 17.64 | 40 Hrs. |
| 311 H | 18.74 | 35 Hrs. |
| 312 H | 18.87 | 35 Hrs. |
| 313 H | 19.64 | 35 Hrs. |
| 314 H | 18.99 | 40 Hrs. |
| 315 H | 19.97 | 35 Hrs. |
| 316 H | 20.23 | 35 Hrs. |
| 317 H | 20.02 | 40 Hrs. |
| 318 H | 21.08 | 35 Hrs. |
| 319 H | 21.43 | 35 Hrs. |
| 320 H | 22.11 | 35 Hrs. |

SCHEDULE 300
Classified Hourly Salaries
Effective December 22, 2019

| | | |
|-------|-------|---------|
| 301 H | 15.46 | 40 Hrs. |
| 302 H | 15.90 | 40 Hrs. |
| 303 H | 16.51 | 40 Hrs. |
| 304 H | 17.60 | 35 Hrs. |
| 305 H | 16.84 | 40 Hrs. |
| 306 H | 16.91 | 40 Hrs. |
| 307 H | 18.22 | 35 Hrs. |
| 308 H | 17.27 | 40 Hrs. |
| 309 H | 18.26 | 35 Hrs. |
| 310 H | 17.82 | 40 Hrs. |
| 311 H | 18.93 | 35 Hrs. |
| 312 H | 19.06 | 35 Hrs. |
| 313 H | 19.84 | 35 Hrs. |
| 314 H | 19.18 | 40 Hrs. |
| 315 H | 20.17 | 35 Hrs. |
| 316 H | 20.43 | 35 Hrs. |
| 317 H | 20.22 | 40 Hrs. |
| 318 H | 21.29 | 35 Hrs. |
| 319 H | 21.64 | 35 Hrs. |
| 320 H | 22.33 | 35 Hrs. |

SCHEDULE 300
Classified Weekly Salaries
Effective December 24, 2017

| | | |
|-------|--------|---------|
| 301 W | 365.07 | 40 Hrs. |
| 302 W | 548.17 | 40 Hrs. |

SCHEDULE 300
Classified Weekly Salaries
Effective December 23, 2018

| | | |
|-------|--------|---------|
| 301 W | 374.2 | 40 Hrs. |
| 302 W | 561.87 | 40 Hrs. |

SCHEDULE 300
Classified Weekly Salaries
Effective June 23, 2019

| | | |
|-------|--------|---------|
| 301 W | 381.68 | 40 Hrs. |
| 302 W | 573.11 | 40 Hrs. |

SCHEDULE 300
Classified Weekly Salaries
Effective December 22, 2019

| | | |
|-------|--------|---------|
| 301 W | 385.5 | 40 Hrs. |
| 302 W | 578.84 | 40 Hrs. |

| |
|--|
| <p style="text-align: center;">SCHEDULE 500 CLASSIFIED ANNUAL SALARIES Effective December 24, 2017</p> |
|--|

| | | | | | | | | | | | | | | |
|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 517 | 47,679 | 49,336 | 51,473 | 52,649 | 55,925 | 58,506 | 59,541 | 60,441 | 61,371 | 62,270 | 63,338 | 64,193 | 65,347 | 66,524 |
| 520 | 59,604 | 61,669 | 64,342 | 65,807 | 69,902 | 73,135 | 74,426 | 75,550 | 76,712 | 77,832 | 79,168 | 80,244 | 81,688 | 83,160 |

Dollar amounts shown in the 500 Classified Annual Schedule reflect the first two longevity steps within the calculated base rates.

| |
|--|
| <p style="text-align: center;">SCHEDULE 500 CLASSIFIED ANNUAL SALARIES Effective December 23, 2018</p> |
|--|

| | | | | | | | | | | | | | | |
|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 517 | 48,871 | 50,569 | 52,760 | 53,965 | 57,323 | 59,969 | 61,030 | 61,952 | 62,905 | 63,827 | 64,921 | 65,798 | 66,981 | 68,187 |
| 520 | 61,094 | 63,211 | 65,951 | 67,452 | 71,650 | 74,963 | 76,287 | 77,439 | 78,630 | 79,778 | 81,147 | 82,250 | 83,730 | 85,239 |

Dollar amounts shown in the 500 Classified Annual Schedule reflect the first two longevity steps within the calculated base rates.

| |
|--|
| <p style="text-align: center;">SCHEDULE 500 CLASSIFIED ANNUAL SALARIES Effective June 23, 2019</p> |
|--|

| | | | | | | | | | | | | | | |
|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 517 | 49,848 | 51,580 | 53,815 | 55,044 | 58,469 | 61,168 | 62,251 | 63,191 | 64,163 | 65,104 | 66,219 | 67,114 | 68,321 | 69,551 |
| 520 | 62,316 | 64,475 | 67,270 | 68,801 | 73,083 | 76,462 | 77,813 | 78,988 | 80,203 | 81,374 | 82,770 | 83,895 | 85,405 | 86,944 |

Dollar amounts shown in the 500 Classified Annual Schedule reflect the first two longevity steps within the calculated base rates.

| |
|--|
| <p style="text-align: center;">SCHEDULE 500 CLASSIFIED ANNUAL SALARIES Effective December 22, 2019</p> |
|--|

| | | | | | | | | | | | | | | |
|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 517 | 50,346 | 52,096 | 54,353 | 55,594 | 59,054 | 61,780 | 62,874 | 63,823 | 64,805 | 65,755 | 66,881 | 67,785 | 69,004 | 70,247 |
| 520 | 62,939 | 65,120 | 67,943 | 69,489 | 73,814 | 77,227 | 78,591 | 79,778 | 81,005 | 82,188 | 83,598 | 84,734 | 86,259 | 87,813 |

Dollar amounts shown in the 500 Classified Annual Schedule reflect the first two longevity steps within the calculated base rates.

SCHEDULE B00
CLASSIFIED ANNUAL SALARIES
Effective December 24, 2017

| | | | | | |
|-----|--------|--------|--------|--------|--------|
| B13 | 37,200 | 38,015 | 38,706 | 39,401 | 40,472 |
| B16 | 39,712 | 40,718 | 41,576 | 42,474 | 43,940 |
| B20 | 44,093 | 45,469 | 46,662 | 47,920 | 50,043 |
| B21 | 45,469 | 46,891 | 48,173 | 49,689 | 52,008 |
| B22 | 46,891 | 48,436 | 49,952 | 51,473 | 53,877 |
| B24 | 50,218 | 52,008 | 53,615 | 55,306 | 58,000 |
| B25 | 53,877 | 55,575 | 59,055 | 60,345 | 61,869 |
| B26 | 55,842 | 57,720 | 59,689 | 62,702 | 64,569 |
| B27 | 57,907 | 59,875 | 61,951 | 65,145 | |
| B28 | 60,070 | 62,136 | 64,301 | 67,593 | |
| B29 | 62,325 | 64,490 | 66,748 | 70,232 | |
| B30 | 64,670 | 66,938 | 69,289 | 72,859 | |
| B31 | 67,122 | 69,475 | 71,921 | 75,681 | |
| B32 | 69,565 | 72,014 | 74,557 | 78,506 | |
| B34 | 74,647 | 77,286 | 80,006 | 84,249 | |

SCHEDULE B00
CLASSIFIED ANNUAL SALARIES
Effective December 23, 2018

| | | | | | |
|-----|--------|--------|--------|--------|--------|
| B13 | 38,130 | 38,965 | 39,674 | 40,386 | 41,484 |
| B16 | 40,705 | 41,736 | 42,615 | 43,536 | 45,039 |
| B20 | 45,195 | 46,606 | 47,829 | 49,118 | 51,294 |
| B21 | 46,606 | 48,063 | 49,377 | 50,931 | 53,308 |
| B22 | 48,063 | 49,647 | 51,201 | 52,760 | 55,224 |
| B24 | 51,473 | 53,308 | 54,955 | 56,689 | 59,450 |
| B25 | 55,224 | 56,964 | 60,531 | 61,854 | 63,416 |
| B26 | 57,238 | 59,163 | 61,181 | 64,270 | 66,183 |
| B27 | 59,355 | 61,372 | 63,500 | 66,774 | |
| B28 | 61,572 | 63,689 | 65,909 | 69,283 | |
| B29 | 63,883 | 66,102 | 68,417 | 71,988 | |
| B30 | 66,287 | 68,611 | 71,021 | 74,680 | |
| B31 | 68,800 | 71,212 | 73,719 | 77,573 | |
| B32 | 71,304 | 73,814 | 76,421 | 80,469 | |
| B34 | 76,513 | 79,218 | 82,006 | 86,355 | |

SCHEDULE B00
CLASSIFIED ANNUAL SALARIES
Effective June 23, 2019

| | | | | | |
|-----|--------|--------|--------|--------|--------|
| B13 | 38,893 | 39,744 | 40,467 | 41,194 | 42,314 |
| B16 | 41,519 | 42,571 | 43,467 | 44,407 | 45,940 |
| B20 | 46,099 | 47,538 | 48,786 | 50,100 | 52,320 |
| B21 | 47,538 | 49,024 | 50,365 | 51,950 | 54,374 |
| B22 | 49,024 | 50,640 | 52,225 | 53,815 | 56,328 |
| B24 | 52,502 | 54,374 | 56,054 | 57,823 | 60,639 |
| B25 | 56,328 | 58,103 | 61,742 | 63,091 | 64,684 |
| B26 | 58,383 | 60,346 | 62,405 | 65,555 | 67,507 |
| B27 | 60,542 | 62,599 | 64,770 | 68,109 | |
| B28 | 62,803 | 64,963 | 67,227 | 70,669 | |
| B29 | 65,161 | 67,424 | 69,785 | 73,428 | |
| B30 | 67,613 | 69,983 | 72,441 | 76,174 | |
| B31 | 70,176 | 72,636 | 75,193 | 79,124 | |
| B32 | 72,730 | 75,290 | 77,949 | 82,078 | |
| B34 | 78,043 | 80,802 | 83,646 | 88,082 | |

SCHEDULE B00
CLASSIFIED ANNUAL SALARIES
Effective December 22, 2019

| | | | | | |
|-----|--------|--------|--------|--------|--------|
| B13 | 39,282 | 40,141 | 40,872 | 41,606 | 42,737 |
| B16 | 41,934 | 42,997 | 43,902 | 44,851 | 46,399 |
| B20 | 46,560 | 48,013 | 49,274 | 50,601 | 52,843 |
| B21 | 48,013 | 49,514 | 50,869 | 52,470 | 54,918 |
| B22 | 49,514 | 51,146 | 52,747 | 54,353 | 56,891 |
| B24 | 53,027 | 54,918 | 56,615 | 58,401 | 61,245 |
| B25 | 56,891 | 58,684 | 62,359 | 63,722 | 65,331 |
| B26 | 58,967 | 60,949 | 63,029 | 66,211 | 68,182 |
| B27 | 61,147 | 63,225 | 65,418 | 68,790 | |
| B28 | 63,431 | 65,613 | 67,899 | 71,376 | |
| B29 | 65,813 | 68,098 | 70,483 | 74,162 | |
| B30 | 68,289 | 70,683 | 73,165 | 76,936 | |
| B31 | 70,878 | 73,362 | 75,945 | 79,915 | |
| B32 | 73,457 | 76,043 | 78,728 | 82,899 | |
| B34 | 78,823 | 81,610 | 84,482 | 88,963 | |