

**TENTATIVE AGREEMENT**  
**MEMORANDUM OF SETTLEMENT**

AND NOW, this \_\_\_\_ day of April, 2014, it is hereby agreed by and between the State of Rhode Island and the ESPA CCRL NEA that the Collective Bargaining Agreement, dated 7/1/12 - 6/30/13, subject to ratification no later than May 20, 2014, is extended for a period of four years, effective July 1, 2013 through June 30, 2017, unchanged except as follows:

1. Shift Differentials

Add: 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. [For L.I.U.N.A. only: (Nothing herein amends the Special Purpose Agreement between the State and L.I.U.N.A. Local 808 dated April 19, 2004.)]

2. Seniority (Vacancy Notices / Bulletin Boards)

Effective upon the implementation of an electronic application system, Article [ ] will be amended as follows: "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's Executive Director and local Union Presidents or other designated officials 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."

3. Sick Leave

Add the following: "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."

4. Health and Welfare

Add: If two State employed spouses hired 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 earner 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.

Add: 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.

5. Education Leave Pay

Education leave provisions will be amended at the local level as a condition precedent to the implementation of the changes set forth herein.

6. Leave Without Pay

For collective bargaining agreements that provide for leave without pay for educational improvement, amend to provide: 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 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 the due amount from any paid leave accruals otherwise due upon separation from the employee's debt to the State.

7. Mileage Provision

References to "Federal General Service Administration" shall be replaced with "Internal Revenue Service;" strike references to dates.

8. Personal Business Leave

Strike reference to allowance of use of personal time for ½ days on Good Friday afternoon, Christmas Eve, and December 31, and replace with: "such leave may be used for personal religious observances."

9. Memorandum of Agreement regarding Layoffs/Shutdowns or Pay Reductions

Remove entire Memorandum of Agreement and replace with the following:

"Employees may request discharge of Pay Reduction Leave "PR", coded as "RO leave," or "RO1 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 of 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 employees’ earned entitlement to other frozen or deferred days (i.e. Sundlun days).

10. Clean Up Obsolete Language

The Parties will establish a joint committee made up of three (3) management representatives and three (3) union representatives for each collective bargaining agreement for the purpose of removing obsolete language within 90 days of execution of this Tentative Agreement.

11. Grievance Arbitration

Change references from American Arbitration Association to “The Labor Relations Connection (or any other entity that the parties agree to).”

12. New Language

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.

13. Healthcare Benefits

Amend healthcare benefits as follows, effective in the pay period beginning after June 29, 2014, unless otherwise noted:

	<b>Current Plan</b>	<b>Proposal</b>
<b>In-Network Deductible*</b>	\$0	\$250 (\$500 family) (effective 1/1/15)
<b>In-Netw OOP Max</b>	\$0	\$250 (\$500 family) (effective 1/1/15)

<b>OON Ded</b>	\$0	\$500 (effective 1/1/15)
<b>OON OOP Max</b>	\$3,000/\$6000	\$3,250 (\$6,500 for family)(effective 1/1/15)
<b>PCP Copay</b>	\$10	\$15 (effective 7/1/14)
<b>Spec Copay</b>	\$20	\$25 (effective 7/1/14)
<b>Urgent Care Copay</b>	\$35	\$50 (effective 7/1/14)
<b>ER Copay</b>	\$100	\$125 (effective 7/1/14)
<b>Rx Plan (G/F/NF)</b>	\$5/\$20/\$40	\$7/\$25/\$45 (effective 7/1/14)

\*The \$500 family deductible is cumulative, meaning once any combination of family members has paid \$500 toward items covered by the deductible, the deductible has been met.

#### 14. Healthcare Benefits

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 such 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. The provision shall expire at 11:59 P.M., June 30, 2017.

#### 15. Healthcare Insurance Co-Share

Effective April 6, 2014 the Co-Share contribution salary level for full-time employees of \$47,741 based on the employee's annualized total rate for eligible employees shall go up by 2% (\$48,696). It will go up an additional 2% (\$49,670) effective October 5, 2014.

16. Wages

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

April 6, 2014            2%

October 5, 2014        2%

October 4, 2015        2%

There will be a wage reopener for wages that will be effective on July 10, 2016. Unless agreed otherwise, the parties will engage in bargaining between April 30, 2016 and June 30, 2016 concerning said wage reopener.

17. Non-Discrimination, Equal Opportunity & Affirmative Action

Amend to add: Gender identity and expression.

18. Grievance Procedure

Change from one (1) to three (3) the number of days within which parties will try to reach settlement at Step 1.

19. Parking

For clarification purposes only, the parties will enter into a Memorandum of Understanding that will provide that the State has a unilateral right to create incentive programs to encourage employees to not drive to work and park.

20. Work Week

For clarification purposes only, modify/replace the work week definitions as follows:

- a. Standard 35.0 Hours – a 35.0 hour work week (5 consecutive days of 7 consecutive hours), exclusive of unpaid lunch periods;
- b. Standard 40.0 Hours – a 40.0 hour work week (5 consecutive days of 8 consecutive hours), exclusive of unpaid lunch periods;

- c. Non-Standard – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods;
- d. Non-Standard Non-Exempt –5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receive overtime pay at time and one half for all hours worked in excess of forty (40.0) hours.

Nothing herein alters or addresses the parties rights or obligations concerning the peculiar work hours or work weeks .

21. MOU re Implementation of Study Contemplated by Segal Report

The parties will enter into a Memorandum of Agreement that will provide:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the State of Rhode Island (the “State”) and \_\_\_\_\_ (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](http://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

\_\_\_\_\_

22. Local Issues

Local negotiations will continue up to and including July 1, 2014. Excluded from the definition of "local" issues are those of state-wide application. All issues resolved during local negotiations must be documented in a Memorandum of Agreement signed by the Director of Administration and respective union official(s). No local issues will be implemented unless and until the parties have agreed upon all of the text of Collective Bargaining Agreements deemed by both parties to be final for distribution.

23. Family and Medical Leave

Delete Section 13.5 and replace with the following:

- (a) For each discharge of leave 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 in the Appendix of this agreement.
- (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 in the Appendix of this agreement.
- (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

24. 3-Day Rule

Amend to provide: 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 [ ] 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 positions 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 [ ] 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.

#### 25. Arbitration Decisions

The State shall, within 60 days of ratification, provide to the Coalition Bargaining Team and the University of Rhode Island Schmidt Labor Research Center (the "Labor Institute"), a disk containing the electronic copies (i.e. PDF files) of the arbitration decisions that the State has compiled to date. The parties will also jointly request that the Labor Connection provide an electronic copy of all arbitration decisions to the parties and to the Labor Institute.

This Agreement is subject to (a) union membership ratification or approval process no later than xx/xx/xx and (b) approval by the Governor of Rhode Island, or his designee. The undersigned agree to recommend ratification and approval of this Memorandum.

STATE OF RHODE ISLAND

By: *Anthony J. Dece*

By: \_\_\_\_\_

Dated: 05/15/14

UNION

By: *Lynn Andziankas*

By: \_\_\_\_\_

Dated: 5/12/2014