AGREEMENT BETWEEN

STATE OF RHODE ISLAND

AND

HOWARD UNION OF TEACHERS

AMERICAN FEDERATION OF TEACHERS, LOCAL 1171, AFL-CIO

JULY 1, 2017 – JUNE 30, 2020

TABLE OF CONTENTS

MEMORANDUM OF AGREEMENT 1
PURPOSE 1
ARTICLE I 1
RECOGNITION 1
ARTICLE II 1
UNION SECURITY 1
ARTICLE III 1
DUES AND PAC DEDUCTIONS 1
ARTICLE IV 2
LENGTH OF THE SCHOOL YEAR AND DAY 2
ARTICLE V 5
SALARY SCHEDULE 5
ARTICLE VI 6
SENIORITY AND TRANSFER 6
ARTICLE VII 9
VACATIONS 9
ARTICLE VIII 10
SICK LEAVE 10
ARTICLE IX 14
HEALTH AND WELFARE 14
ARTICLE X 23
HOLIDAYS 23
ARTICLE XI 23
OVERTIME 23
ARTICLE XII 25
RETIREMENT 25
ARTICLE XIII 25
GROUP LIFE INSURANCE 25
ARTICLE XIV 25
LEAVE WITHOUT PAY 25
ARTICLE XV 27
EDUCATION 27
ARTICLE XVI 27
JURY DUTY 27
ARTICLE XVII 28
MILITARY LEAVE 28
ARTICLE XVIII 28
MILITARY TRAINING LEAVE 28
ARTICLE XIX 29
TEACHER ASSIGNMENT 29
ARTICLE XX 30
TEACHER EVALUATION 30
ARTICLE XXI 30
MAXIMUM CLASS SIZE 30
ARTICLE XXII 31

BULLETIN BOARDS 31
ARTICLE XXIII 31
UNION COMMITTEE 31
ARTICLE XXIV 32
DISCHARGES 32
ARTICLE XXV 32
GRIEVANCE PROCEDURE 32
ARTICLE XXVI 34
ARBITRATION 34
ARTICLE XXVII 35
DISCIPLINE AND STUDY COMMITTEE 35
ARTICLE XXVIII 35
SUPPLEMENTAL EMPLOYMENT OPPORTUNITIES 35
ARTICLE XXIX 37
ALTERATION OF AGREEMENT 37
ARTICLE XXX 37
NO STRIKES OR LOCKOUTS 37
ARTICLE XXXI 37
SAVINGS CLAUSE 37
ARTICLE XXXII 37
MID-TERM NEGOTIATIONS 37
ARTICLE XXXIII 38
TERMINATION OF AGREEMENT 38
ARTICLE XXXIV 38
BEP 38
APPENDIX A 40
SCHOOL YEAR 40
FACULTY SCHEDULES 40
APPENDIX B 41
TEACHER EVALUATION PROCESS 41
MEMORANDUM OF AGREEMENT 43
PERFORMANCE DEVELOPMENT 43
MEMORANDUM OF AGREEMENT 43
RETIREE HEALTH INSURANCE 43
MEMORANDUM OF UNDERSTANDING 44
PARKING 44
MEMORANDUM OF AGREEMENT 45
IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT 45
MEMORANDUM OF AGREEMENT 47
Layoffs/Shutdowns or Pay Reductions 47

MEMORANDUM OF AGREEMENT

In this Agreement entered into this ____day of _____, 2019, by and between the State of Rhode Island, hereinafter referred to as the State, and the Howard Union of Teachers, American Federation of Teachers, Local 1171, AFL-CIO, referred to hereinafter as the Union, the Parties hereby agree as follows:

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 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 Agreement or Memorandums of Agreement 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 I
RECOGNITION

1.1 The State hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit as set forth in R.I.GEN. L. Title 28, Chapter 9.3, as amended, and the petition submitted in case numbers EE-1731, EE-1813, and EE-1815, and shall include the positions of School Social Workers and School Psychologist.

ARTICLE II
UNION SECURITY

2.1 There shall be no discrimination against any State employee because such employee has formed, joined, or chosen to be represented by any labor organization or employee organization. Membership in any employee organization may be determined by each individual employee; provided, however, that all non-members shall pay to the employee organization a service charge as a contribution toward the administration of any collective bargaining agreement in an amount equal to the regular monthly dues.

ARTICLE III
DUES AND PAC DEDUCTIONS

3.1 The State Controller shall deduct Union dues each pay period from the wages of those members who have authorized the State to do so in writing. The State Controller shall forward promptly to the Treasurer of the Union a check representing the amounts to so be deducted.

3.2 The appointing authority shall give written notice to the treasurer of the Union of new employees hired hereinafter within the bargaining unit.

3.3 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 PAC contributions authorized by the employee.

ARTICLE IV
LENGTH OF THE SCHOOL YEAR AND DAY

4.1 Bargaining unit members will be required to be in attendance in their respective schools during the school day only in accordance with the following schedule:

School Day Defined

The School day will be as follows:

(a)	Adult Correctional Facility	8:15 – 2:45
(b)	Zambarano	8:45 – 3:15 **
(c)	Rhode Island Community Living and Support (R.I.C.L.A.S.) (Formerly Ladd)	8:45 – 3:15 **
(d)	All other Schools	8:45 – 2:45 **
(e)	Non-Standard School Day *	
(f)	D.C.Y.F. / Training School	8:15 – 2:45 ***

Bargaining unit members shall be present at least fifteen (15) minutes before each school day to prepare lessons and/or participate in morning meetings as required by Administration. Bargaining unit members shall remain at least fifteen (15) minutes after the school day ends, unless they are excused by the principal or other administrative officers.

* Non-Standard School Day Schedule. Any bargaining unit member hired after January 1, 1979 may be utilized during hours and/or days not currently considered as part of the "normal school day", said schedule would be established by the State; however, all other provisions of this contract will apply. In no case will a bargaining unit member hired prior to January 1, 1979 be involuntarily transferred to a non-standard school day teaching position, but will have the right to bid for the said position as provided in Article VI.

** The Parties agree that the schedule for 52-week employees (which shall include Active Treatment Implementers) shall be as presently established at the respective facility. Any subsequent schedule changes for such newly hired bargaining unit member would be effectuated after joint consent of the State and the Union. Failure to agree on said change would be subject to the arbitration procedure.

4.2 The school year shall be in accordance with the following:

(a) For the Department of Children, Youths and Families' Rhode Island Training School, the school year shall be one-hundred eighty-two (182) days with two (2) days of professional development and one hundred eighty (180) instructional

days. The school year for D.C.Y.F./Training School shall be determined by the Training School principal in consultation with the Union and posted by May 1 of the current school year.

(b) For the Adult Correctional Facility and all other facilities other than D.C.Y.F. and the Training School, the school year shall be one hundred eighty (180) instructional days plus two (2) days of professional development except for those employees who are employed in fifty-two (52) week positions. The school year shall be determined by each facility in consultation with the Union and posted by May 1 of the current school year.

(c) The school year at the ACI shall be approximately 220 days and shall represent a year-round continuous program of education services. The school calendar for the ACI shall be determined by the school principal in consultation with the Union. The school calendar shall then be posted. Teachers at the ACI will work 4 days per 5 day week, have a consistent day off each week, and enjoy all of the school vacations and holidays as those teachers at the D.C.Y.F./Training School. The school year daily schedule is attached as Appendix A.

(d) Teachers assigned to a 182-day/10-month school year prior to September 1, 2006 may, in their discretion, retain such schedules in their present position or in any other teaching position at the ACI, except the anticipated Reintegration Center, into which they may transfer by bid or bumping.

(e) School vacations and holidays for teachers at the ACI on the 182-day/10-month schedule shall continue to follow the traditional school schedule; that is beginning on the Tuesday after Labor Day, all state and federal holidays, Thanksgiving, Christmas, February and April vacations with their work year concluding after the 182nd day of school, typically in June.

(f) No teacher shall be required to prepare lessons and/or materials to be used by another teacher, on the day of the week that he/she does not teach.

(g) In the event that the host community is cancelled due to adverse weather and the State has enacted the Adverse Weather Policy, school shall be cancelled for bargaining unit members who are on the 182-day schedule at the DOC. Days cancelled due to adverse weather shall be made up. Fifty-two week employees shall adhere to the state policy.

4.3 The daily class schedule for each school shall be posted in each school building for each academic year and shall not be changed after the schedule is posted. In the event that it becomes necessary to change the daily schedule, the State shall notify the Union, and the Parties shall agree upon a change in schedule. If there is no agreement, then the change may be implemented and subject to the grievance and arbitration provisions of this Agreement.

4.4 Bargaining unit members may be required to remain after student dismissal time without additional compensation for up to one (1) hour to attend up to two (2) staff meetings each month, to a total of not more than one (1) hour per month.

4.5 Bargaining unit member participation in extra-curricular activities will be strictly voluntary.

4.6 Bargaining unit members shall have a duty-free lunch period of not less than thirty (30) minutes in length except the bargaining unit members assigned to the ACI, RICLAS and Zambarano shall have a lunch period of sixty (60) minutes in length during the school day as assigned by the Administrator.

4.7 All bargaining unit members shall have one (1) unassigned period per day and/or five (5) per week of at least thirty (30) minutes in length during the school day as assigned by the Administrator.

4.8 The provisions of 4.8(a) through 4.8(e), inclusive, and 4.9 apply to the Rhode Island Training School only:

(a) The State and the Union recognize the need for the ongoing professional development of the faculty. The State shall make available to the faculty opportunities for planning, teacher collaboration, and staff development.

(b) The schedule and content of professional development opportunities shall be determined cooperatively by the education staff and the principal. The total professional development hours shall not exceed forty-four (44) in any year and not more than two (2) unassigned period per week (or two (2) after-school hours per day) nor more than four (4) hour in any week. An additional fourteen (14) hours of professional development (above the two days of professional development included in the 182-day school year) may be offered and may be accepted on a voluntary basis.

(c) Effective July 1, 2007, bargaining unit members shall be paid in accordance with the rates set forth in Schedule T00 Unclassified Annual Salaries Howard Union Teachers ("Schedule T00") and future increases shall be in accordance with Article 5.1 (b and c) for each scheduled unassigned period or for any part thereof or for each scheduled after school hour or part thereof.

(d) Participation in professional development shall be mandatory, subject to individual excusals on a reasonable basis. Employees will not be required to attend professional development on a day off.

(e) Professional development time to be held after school hours will be scheduled to commence at the end of the bargaining unit member's normal work day and will not be scheduled in conjunction with other after school obligations (Article 4.4) unless otherwise agreed.

4.9 It is agreed that any instruction provided to residents of the Training School during hours other than the school day as defined herein or on days when school is not in session may be delivered by persons who are not members of the bargaining unit, except that positions requiring a teaching certificate shall be offered first to bargaining unit members by certification and seniority and filled in accordance with Article VI.

ARTICLE V
SALARY SCHEDULE

5.1 **(a)** There shall be an across-the-board base wage increases as follows:

January 1, 2018 – +2%
January 2, 2019 – +2.5%
July 1, 2019 – +2%
January 1, 2020 – +1%

(b) Notwithstanding the amounts of the other monetary compensation set forth in the Agreement, increases for 52-week employees shall be effective each July 1 and increases for 182-day employees shall be effective each September 1 unless otherwise agreed to.

(c) Per-diem substitute pay shall be paid in accordance with the rates set forth in Schedule T00.

5.2 Bargaining unit members shall be raised one (1) step on the appropriate salary scale six (6) months from the date of employment and annually thereafter until the maximum of the scale is reached.

5.3 Bargaining unit members shall receive the rate set forth in Schedule T00 above the basic scale upon completion of a Master's Degree or thirty-six (36) credit hours beyond the Bachelor's Degree.

5.4 Increments for a C.A.G.S., 30 credit hours beyond the Master's Degree, and 60 credit hours beyond the Bachelor's Degree shall be received in accordance with the following:

(a) Bargaining unit members hired on or prior to July 1, 1987 shall receive the rate set forth in Schedule T00 above the basic scale upon completion of a C.A.G.S. or thirty (30) credit hours beyond the Master's Degree or sixty (60) credit hours beyond a Bachelor's Degree.

(b) Bargaining unit members hired subsequent to July 1, 1987 shall receive the rate set forth in Schedule T00 above the basic scale upon completion of thirty (30) credit hours beyond the Master's Degree or sixty (60) credit hours beyond a Bachelor's Degree.

(c) Bargaining unit members hired subsequent to July 1, 1987 shall receive the rate set forth in Schedule T00 above the basic scale upon the completion of a C.A.G.S.

5.5 Bargaining unit members shall receive the rate set forth in Schedule T00 above basic scale upon completion of a Doctorate Degree or forty-eight (48) credit hours beyond a Master's Degree or seventy-five (75) credit hours beyond a Bachelor's Degree.

5.6 Each bargaining unit member shall be granted a longevity increase in accordance with the following schedule:

Years of State Service	*Percentage Increase over Base Rate*
After 10 years	5%
After 20 years	10%

5.7 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.

5.8 Years of State Service is defined as the number of years of service in any job with the State.

5.9 All bargaining unit members currently employed who are required to use their automobiles for State business shall be paid at the prevailing rate per mile set by the Federal General Services Administration.

5.10 All stipends (other forms of compensation, i.e., part-time, summer and substitute pay) will increase as follows:

January 1, 2018 – +2%
January 2, 2019 – +2.5%
July 1, 2019 – +2%
January 1, 2020 – +1%

ARTICLE VI
SENIORITY AND TRANSFER

6.1 It is hereby agreed that the Parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment or schedule, layoffs and recalls.

6.2 Seniority shall be defined as the length of service as a member within the bargaining unit.

6.3 The Personnel Administrator shall prepare and forward to the Secretary of the Union a seniority list of employees by class of position. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards showing the employee's name, class of position and seniority.

6.4 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's Executive Director an 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. The posting and filling of a new or vacant position shall be in accordance with the following:

(a) When a vacancy occurs or is about to occur or a new position is created which requires a certificate issued by or under the authority of the Rhode Island Department of Education and/or it successors, the appropriate director of the department or his/her designee will post in all schools, departments, and any and all other locations where bargaining unit members covered by this contract work, teach or are otherwise employed, a notice of said vacancy or new position for ten (10) school days prior to filling said vacancy or new position. The posting shall include at least a statement of the title of the position, a brief job description, job location and teaching certification required.

(b) Any bargaining unit member covered by the contract who holds an appropriate certification from the Department of Education for the vacancy or new position must write a request to fill the vacancy or new position through the appropriate department director or his/her designee stating his/her desire to fill said new position or vacancy.

(c) Any appropriate posting shall be deemed to occur only after the Union building delegate has signed and dated said notice from the appropriate department director or his/her designee in triplicate. One (1) copy is to be returned to the appropriate department director, one (1) copy is to be returned to the appropriate Union building delegate and one (1) copy to be posted on the bulletin board by the building delegate.

(d) After the ten (10) days posting has been completed, the appropriate department director or his/her designee will then determine the teaching seniority of each eligible applicant. Said position must be filled within twenty (20) days of the original posting.

(e) The Parties agree that an applicant for the purposes of filling a vacancy or a new position must have the appropriate teaching certification issued by the Department of Education. Except as set forth in Article 6.4(j) below, seniority shall be the determining factor among the applicants deemed eligible.

(f) The Parties agree that vacancies or new positions of administrative or supervisory rank which require certificates issued by the Rhode Island Department of Education will be posted by the State as herein above outlined. However, the State will not be mandated to pick any member covered by this contract, provided the appointee is properly certified by said Department of Education.

(g) If a vacant or new position is to be filled during the summer, said notices shall be mailed to all members of the bargaining unit fifteen (15) days prior to the closing date for the filling of the position.

(h) Any applicant who fails to be appointed to the new position or any vacancy shall be notified of such denial by the appropriate department director or his/her designee.

(i) Nothing in this Article will prevent the voluntary transfer of a bargaining unit member from one teaching position to a teaching vacancy within his/her respective school. If, however, more than one bargaining unit member requests an in-house transfer, then seniority among bargaining unit members in the affected department shall be the determining factor. Once the bargaining unit members desiring in-house transfers have been granted, then the appropriate department director shall post in accordance with the provisions of this Article.

(j) When a vacancy or new position becomes available, the teacher shall submit a letter of intent to transfer into the position. This shall be hand delivered to the Director within seven (7) business days of the posting. If the Director questions the proposed transfer, he/she shall notify the teacher and convene a meeting with the teacher and Union President within five (5) business days. Absent any request/notification to meet with the teacher and Union President, the proposed transfer shall be considered allowed subject to seniority provisions above. If after the meeting the Director decides to deny the proposed transfer, it shall be for an articulable overriding educational concern. The denial and all reason(s) shall be set forth in writing and sent to the teacher within three (3) business days of the meeting. The Union may appeal the Director's decision and proceed directly to an agreed upon expedited arbitration process. If that expedited arbitration process cannot be agreed upon, the matter can proceed directly to the grievance arbitration procedure of Article XXVI. The arbitrator may sustain the denial or sustain the transfer.

(k) The parties recognize that in the event of the need to provide per diem services in areas such as School Psychologist, Speech and Language Pathologist, Vision Teacher, English Language Learner Teacher, Occupational Therapist, Speech Therapist and/or School Nurse Teacher, said position(s) shall be posted in accordance with the CBA.

(l) Per diem positions specifically identified in Section 6.4(k) shall be posted in July for each upcoming school year to the extent practicable and will be maintained for the entire school year, with adherence to all other articles within the CBA.

6.5 In the event of layoff, employees shall be laid off according to seniority within affected areas of certification. In the event that a bargaining unit member receives a notice of non-renewal of his/her contract and/or a notice of suspension due to decline in enrollment, reorganization or budgetary constraints, said employees shall be non-renewed and/or suspended where the reorganization, decline in enrollment or budgetary constraint exists by seniority within affected areas of certification.

6.6 In the event of recall, bargaining unit members who have been laid off, non-renewed or suspended due to a decline in enrollment, reorganization or budgetary constraints shall have his/her name placed on a re-employment list for three (3) years from the date of layoff, non-renewal, or non-disciplinary suspension, seniority shall accrue to such employees on said reemployment list.

6.7 Each new employee shall serve a probationary period of three (3) consecutive school years after such time s/he enjoys full tenure.

6.8 Any new employee may be dismissed during the probationary period for reasons relating to the employee's qualifications or for the good of the service. The probationary bargaining unit member is to be given a reason for dismissal in writing and is entitled to a hearing, if s/he desires a hearing and the probationary bargaining unit member shall have the right to appeal the dismissal, if s/he so desires, pursuant to R.I. GEN. L. Title 16, Chapter 13.

6.9 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 his/her employment.

(c) When an employee fails to respond to a recall notice.

(d) When an employee fails to notify his/her departmental director of his/her absence from work within three (3) 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 a leave of absence.

(g) When an employee is laid off in excess of three (3) consecutive years.

ARTICLE VII
VACATIONS

7.1 The provisions of this Article shall apply only to 52-week employees.

7.2 No employee shall receive any vacation until such employee has completed thirteen (13) biweekly pay periods, but vacation credits shall accrue during such time.

7.3 It is agreed that all employees covered by this Agreement shall receive a vacation with pay according to the following schedule:

Years of Service	*Vacation Schedule*
At least six (6) months but not more than five (5) years	Ten (10) Working Days
At least five (5) years but not more than ten (10) years	Fifteen (15) Working Days
At least ten (10) years but not more than fifteen (15) years	Eighteen (18) Working Days

At least fifteen (15) years but not more than twenty (20) years	Twenty (20) Working Days
At least twenty (20) years but not more than twenty-five (25) years	Twenty-Six (26) Working Days
Twenty-five (25) years or more	Twenty-Eight (28) Working Days

7.4 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 his/her vacation credits, such employee or his/her estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his/her credit as of the date of termination.

7.5 Vacation leave assignments shall be made in a fair and equitable manner.

7.6 Each employee shall be allowed to take at least two (2) consecutive weeks of vacation at some time during the calendar year.

7.7 Should a question arise between the employees as to when their vacation will be taken, the senior employee shall have preference.

7.8 Employees may carry over from one year to another year up to one (1) year accrual of annual leave.

ARTICLE VIII
SICK LEAVE

8.1 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 or necessary attendance upon a member of the immediate family who is ill.

8.2 Employees shall accrue four (4) hours for each bi-weekly period of service; the initial accumulation of sick leave to each employee's credit shall be calculated from prior consecutive state service. When the total accumulation shall amount to 875 hours (125 days) for a thirty-five (35) hour employee or 1000 hours (125 days) for a forty (40) hour employee, no further credit shall accrue until the total shall have been reduced to less than the maximum.

8.3 When the service of an employee shall be terminated by retirement (mandatory, voluntary, or involuntary), or death, such employee or his/her estate shall be entitled to receive full pay for each hour of accrued sick leave to his/her credit as of the date of termination according to the following formula:

(a) A thirty-five (35) hour a week employee or a non-standard employee shall be entitled to receive a full pay for fifty percent (50%) of all accrued sick leave over three-hundred and ninety (390) hours up to and including six-hundred and thirty (630) hours and seventy-five percent (75%) pay for all accrued sick leave over

six-hundred and thirty (630) hours up to and including eight-hundred and seventy-five (875) hours.

(b) A 40-hour a week employee shall be entitled to receive full pay for fifty percent (50%) of all accrued sick leave over four-hundred and sixty-eight (468) hours up to and including seven-hundred and twenty (720) hours and seventy-five percent (75%) pay for all sick leave over seven-hundred and twenty (720) hours up to and including one-thousand (1000) hours.

8.4 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 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.

8.5 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 may be taken as sick leave.

8.6 Sick leave shall be granted when certified by a physician to be necessary during pregnancy and recovery of a female employee. When the employee has used all accrued sick leave, said employee may request leave without pay in accordance with Article XIV.

8.7 Whenever an employee shall be absent from his/her duties and receiving compensation as provided in the Workers' Compensation Laws, s/he may be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition to Workers' 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 sick leave without pay.

Provided, however, that if it shall be determined during the 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 (26) weeks of the disability arising from such an assault. During the twenty-seventh (27th) week and thereafter for the duration of the employee's disability, deductions from accumulated sick leave shall be applied as indicated above.

8.8 Any employee whose employment requires exposure to X-rays or other unusual employment hazards may be granted special sick leave credits not to exceed 105 hour in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the appropriate appointing authority to the Personnel Administrator that it has been determined 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.

8.9 To implement this section, it is agreed that the State will accept from each department concerned, a schedule of current sick leave accruals minus any discharges which will truly reflect the sick leave balance of each employee covered by this contract on its effective date. The State shall provide each bargaining unit member, prior to the beginning of the school year, with a statement of his/her accumulated sick leave. Every employee transferring from

classified service to the position of certified bargaining unit member in the unclassified service shall carry with him/her his/her total accumulated vacation and sick time accrual.

8.10 Sick Leave Bank

(a) The State and the Union agree to establish a Sick Leave Bank Committee which shall be responsible to administer a Sick Leave Bank.

(b) The Sick Leave Bank Committee shall be composed of six members, three (3) of whom shall be appointed by 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. The 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 the employee only (not any family member).

(3) The maximum amount of sick leave the Committee may grant shall be established by the committee on an as needed basis 320 hours per employee assigned to a forty (40) hour work week and 280 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, or on an as needed basis. Any employee who does not make a contribution or pledge to 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 (7) hours 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) During the calendar year, if 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 contributions in that calendar year.

8.11 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 Coalition. 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 IX
HEALTH AND WELFARE

9.1 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

Anchor Plus Plan

In Network Deductible*	$500 ($1,000 family)
In Network OOP Max**	$1,000 ($2,000 family)
OON Deductible	$1,000 ($2,000 family)
OON OOP Max	$5,000 ($10,000 family)

In-Network Coinsurance	10%
OON 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 Plus Plan:

(1) Preventative care office visits are covered in full;

(2) Office visit (non-preventative) PCP – $15;

(3) Specialist office visit – $25/$50 (higher specialist copay applies without referral under PCP Coordination of Care;

(4) Chiropractic care – $15;

(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) Emergency room – $125;

(10) Urgent care – $50;

(11) Physical therapy, occupational therapy and speech therapy – $15.

Anchor Plan:

In Network Deductible*	$1,000 ($2,000 family)
In Network OOP Max**	$2,000 ($4,000 family)
OON Deductible	$2,000 ($4,000 family)
OON OOP Max	$6,000 ($12,000 family)
In-Network Coinsurance	10%
OON 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;

(3) Specialist office visit – $25/$50 (higher specialist copay applies without referral under PCP Coordination of Care;

(4) Chiropractic care – $15;

(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) Emergency room – $150;

(10) Urgent care – $50;

(11) Physical therapy, occupational therapy and speech therapy – $15.

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 pro-rate its HSA contributions for members enrolling after January 1st or July 1st.

In Network Deductible*	$1,500 ($3,000 family)
In Network OOP Max**	$3,000 ($6,000 family)
OON Deductible*, **	$2,250 ($4,500 family)
OON OOP Max**	$4,500 ($9,000 family)
In-Network Coinsurance	10%
OON 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) Emergency room copay – coinsurance after deductible;

(10) Urgent care copay – coinsurance after deductible;

(11) Physical therapy, occupational therapy and speech therapy copay – coinsurance after deductible.

9.2 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.

9.3 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.

9.4 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 July 1, 2017:

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 levels for full-time and part-time employees shall be increased based on the employee's annualized total rate of pay. The Co-Share percentages 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 $91,820	20%
$91,820 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%

9.5 The employee waiver shall be a maximum of $1,001 ($38.50 per pay period).

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

Anchor Plus Plan and Anchor Plan:

The drug copay 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 by mail order shall be as follows:

Tier 1	Tier 2	Tier 3
$20.00	$70.00	$120.00

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

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

9.8 Dental and Vision Programs: 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 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 calendar year maximum from $1,200 to $1,500
- 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.

The State will provide a vision plan for employees and their family. 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

The buy-up plans are fully insured. For the buy-up plan(s), the State intends to pay $1 of the buy-up plan monthly premium. Any premium amount above the State-funded amount shall be paid by the employees opting into the buy-up plan through increased premium co-shares.

9.9 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.

9.10A Rewards for Wellness

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.

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. Supplemental Wellness Incentive Programs

i. Annual Preventive Exam Incentive

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.

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.

ii. Diabetes Prevention Program (DPP) Completion Incentive

Employees that attend a minimum of 20 out of the 25 sessions in the Diabetes Preventions Program (DPP), as certified by the program administrator (YMCA of Greater Providence), shall receive a one-time taxable $500 cash incentive reward. **9.11** 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.

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

9.13 The State will not cancel the health insurance of a covered dependent 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 dependent pays the premium co-share applicable to the continuing coverage.

9.14 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.

9.15 The State shall provide each school with adequate, clean, comfortable teachers' lounges. Washrooms for men and women bargaining unit members, which are private, clean and comfortable, shall be provided.

ARTICLE X
HOLIDAYS

10.1 The following shall constitute official holidays for all bargaining unit members and paid holidays for all 52-week employees.

New Year's Day	Memorial Day	Victory Day
Martin Luther King Day	Independence Day	Labor Day
Columbus Day	Thanksgiving Day	Veteran's Day
Christmas Day		

Any day on which a general election of State Officers is held, as Election Day

Any day which shall hereafter be appointed as a holiday by the General Assembly

10.2 The provisions of Articles 10.2 through 10.8, inclusive, shall apply on to 52-week employees.

10.3 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 his/her official work schedule for that day.

10.4 Whenever an employee is required to work on a holiday which falls on his/her regularly scheduled work day, s/he shall be credited with the number of hours in her official work schedule for that day, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.

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

10.6 Whenever an employee is required to work on a holiday which falls on one of his/her scheduled days off, s/he shall be credited with the number of hours for one (1) day in his/her official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.

10.7 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 absence on that day.

10.8 When a non-standard employee is required to work on a holiday which falls on his/her regularly scheduled work day, s/he shall be compensated for an additional seven (7) hours at his/her base rate.

ARTICLE XI
OVERTIME

11.1 The provisions of this Article shall apply only to 52-week employees.

11.2 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.

11.3 Overtime work shall be defined as the required performance of work in excess of the established work week.

11.4 Compensation for overtime work shall not be paid to employees in the non-standard category.

11.5 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:

(a) All work performed in excess of forty (40) hours for those employees assigned to a standard forty (40) hour work week.

(b) In those classes of positions in which it is applicable, all work performed in excess of thirty-five (35) hour in any week for those employees assigned to a standard thirty-five (35) hour work week.

(c) When funds become unavailable within a department to pay cash for work performed between thirty-five (35) and forty (40) hours for employees in a standard 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. An employee may request compensatory time in lieu of cash, and the appointing authority may grant either cash payment or compensatory time. If an employee is granted compensatory time in lieu of cash, such compensatory time must be discharged within six weeks.

11.6 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.

11.7 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 his/her 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 his/her name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and division in which the 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.

11.8 Hours which are paid for but not actually worked excluding holiday pay which shall be considered premium pay shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime compensation.

ARTICLE XII
RETIREMENT

12.1 Bargaining unit members shall participate in the State Employees Retirement System in accordance with the provisions of Titles 16 and 36, of the R.I. GEN. L., as amended.

12.2 The above-mentioned retirement system is in addition to the provisions of the Social Security Act coverage which has become available to State employees.

ARTICLE XIII
GROUP LIFE INSURANCE

13.1 It is agreed that all employees shall be eligible to participate in the State Employee's Group Life Insurance Program, as established by R.I. GEN. L. 36-12-6, as amended.

13.2 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 s/he desires not to be insured.

(b) Each covered employee will be provided with an amount of group life insurance equal to the amount of his/her annual compensation taken to the next higher multiple of one thousand dollars ($1,000) plus an equal amount of group accidental death insurance with dismemberment coverage.

(c) Each such amounts of insurance will be reduced by one percent (1%) thereof, at the end of each calendar month following the rate the employee attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five percent (25%) of the coverage in force immediately prior to the employee's sixty-fifth (65th) birthday.

(d) The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (.25¢) biweekly for each one thousand dollars ($1,000) of his/her 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 XIV
LEAVE WITHOUT PAY

14.1 It is agreed that, upon written application, an employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by the Appointing Authority and the Personnel Administrator. 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, RO and R1 days and four (4) personal days.

14.2 At the expiration of such leave, the employee shall be returned to the position from which s/he is in leave at the same step of the then current range for his/her class of position.

14.3 Seniority shall be retained and shall accumulate during all leaves without pay.

14.4 During each school year, three (3) days of leave with pay for personal reasons will be granted upon notification to the principal to each 182-day teacher, and four (4) personal days shall be granted to each 52-week employee. Those employees without a school year will be granted their personal time in accordance with State Personnel Regulations applicable to other State employees.

14.5 The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment. The director and/or their designee in agreement with the local Union shall define and assign transitional employment for employees who have job-related injuries, which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon clearly defined medical verification, the parties shall modify the tasks of the employee including job task, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury. If no transitional employment is available in the employee's classification, the employee may be offered work outside their classification on a limited basis with approval of the local Union.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the local Union involved, the appointing authority, and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the local Union involved, the appointing authority, and the employee with medical documentation.

If the employee cannot return to their classification and/or assignment based upon medical verification after attaining maximum medical improvement, the State shall attempt to assist them with other employment, education, or training in State service within the bargaining unit in accordance with the Collective Bargaining Agreement and the Workers' Compensation Laws.

If the injury is not job related and the employee requests to return to work, the appointing authority upon receipt of medical verification that the injured employee can perform limited tasks in their classification, the appointing authority, subject to the needs of the department may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave.

Any such transitional employee will not displace any bargaining unit member while participating in the program.

ARTICLE XV
EDUCATION

15.1 The Education Reimbursement Program shall be funded by the State in the amount not to exceed ninety thousand dollars ($90,000). Unused funds shall not be carried over from one fiscal year to another. The parties agree to form an Education Reimbursement Committee composed of six members, three selected by management and three selected by the Union. Approval must be by majority vote of Committee members. Teachers will be reimbursed for attending educational courses of instruction, workshops, seminars or conferences that are necessary to maintain or renew certificates and/or licenses, that are directly related to the performance of their teaching duties, that enhance the ability to perform any job, task or duties performed by members of the bargaining unit and that incur costs to attain or maintain the standing of highly qualified, or that are related to obtaining a certificate from the Rhode Island Department of Education or the Rhode Island Department of Health. Courses of instruction shall be taken outside of the school day unless prior approval is granted by the Director's designee. Education reimbursement shall be limited to the cost of tuition/registration/course, workshop or seminar, lab, computer or video fee and books. Other costs including but not limited to travel, lodging or other fees and expenses, are expressly precluded from reimbursement.

15.2 Requests for educational reimbursement must be submitted to the committee for prior approval and shall be made to the committee no later than thirty (30) days prior to the activity for which reimbursement is sought. The member requesting reimbursement shall be notified by the Education Reimbursement Committee within fifteen (15) days of such request. Education reimbursement shall be on the basis of seniority on a rotating basis as determined by the committee. No member shall be reimbursed for more than one (1) education course of instruction, workshop seminar or conference before all members have had an opportunity for reimbursement.

15.3 Upon completion, the employee shall submit a copy of the paid receipt, proof of attendance, or other evidence of satisfactory completion, and written approval of the Education Reimbursement Committee. Such submission shall be made to the fiscal officer of the department involved and shall also be made within twenty-one (21) days of the issuance of the verification of completion/grade. The Education Reimbursement Committee may enact rules to implement this language with the approval of the Union and the State.

ARTICLE XVI
JURY DUTY

16.1 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 his/her regular duties during the actual period of such jury duty and shall receive for such period of jury duty his/her regular pay or his/her jury duty pay whichever is greater.

ARTICLE XVII
MILITARY LEAVE

17.1 Every employee covered by this Agreement who has left or shall leave said 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 the Rhode Island National Guard or Naval Reserve or by reason of enlistment, induction, commission or otherwise) and who has been employed for one-hundred eighty-two (182) or more calendar days within the twelve (12) months next preceding entrance into the armed forces, is entitled to and is hereby granted military leave of absence from 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 (6) 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.

17.2 For the first sixty (60) calendar days of such absence, every such employee shall be paid by the State the same amount as s/he would have received had s/he not been absent from his/her position.

17.3 During the part of the period of leave described above for which the employee shall receive his/her salary, s/he shall also accrue such sick leave and annual leave credits as s/he would have accrued while working in said position during such period of sixty (60) days.

17.4 Employees on military leave shall be granted yearly increases when due in accordance with the conditions of such eligibility outlined herein.

17.5 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 returns 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.

17.6 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 XVIII
MILITARY TRAINING LEAVE

18.1 Employees covered by this Agreement who, by reason of membership in the United States Military, Naval or Air Reserve or 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 days in any one

calendar year. Should the employee be required to participate in such training activities for a greater period than fifteen days, s/he shall be granted leave without pay for this purpose.

18.2 During the period of military training leave with pay, the employee shall accrue sick leave credits.

18.3 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 periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed forces.

ARTICLE XIX
TEACHER ASSIGNMENT

19.1 Bargaining unit members of rotating classes shall not be required to teach more than two (2) subject matter areas on the secondary level where practicable.

19.2 In order to assure that pupils are taught by employees working within their areas of competence, employees will not be assigned outside the scope of their teaching certification.

19.3 Substitute procedures shall be in accordance with the following:

(a) Positions which become vacant on a day-to-day basis will be filled by substitutes when substitutes are available. The State will advertise as needed to ensure a valid substitute list.

(b) Substitute teachers shall be hired in accordance with the following:

(1) Bargaining unit members on lay-off status shall have the right of first refusal on all opportunities to work.

(2) After exhausting the eligible bargaining unit members covered under subsection (1), the remaining members of the bargaining unit shall be offered all opportunities to work and shall be hired before any non-bargaining unit members are hired for substitute teaching positions.

(3) After exhausting the eligible bargaining unit members covered under subsections (1) and (2), substitutes may be drawn from the per diem sub list.

19.4 Bargaining unit members will be permitted to leave the premises during their unassigned periods with the permission of the principal and such permission shall not be withheld unreasonably.

19.5 Classroom interruptions are to be permitted only in cases of emergency or when no other reasonable alternative is possible.

19.6 The employer shall replace in kind clothing and eyeglasses damaged by patients in the performance of duty by the employee.

ARTICLE XX
TEACHER EVALUATION

20.1 Teacher evaluations shall be conducted consistent with the requirements of R.I. Gen. Laws § 16-12-11 and the Rhode Island Model Teacher Evaluation and Support System (the "RI Model"). All monitoring or observation of the work performance of an employee will be conducted openly and with his/her full knowledge. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superior. Observation of work performance for the purpose of performance evaluation via remote computer and/or video camera will be considered invalid. Nothing in this language will prevent the State from taking disciplinary action based on conduct captured via remote computer or video camera.

20.2 Employees will have the right, upon request, to review the contents of their personnel file.

20.3 No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless s/he has had an opportunity to review the material.

20.4 Complaints regarding an employee made to any member of the administration by any parent, student or other person will be promptly called to his/her attention.

20.5 The teacher evaluation process contained in Appendix B shall apply only to those bargaining unit members to which the requirements of R.I. Gen. Laws § 16-12-11 and the Rhode Island Model Teacher Evaluation and Support System (the "RI Model") apply. Said evaluation shall be conducted pursuant to the provisions of Appendix B "Teacher Evaluation Process," which is attached hereto and the terms of which are incorporated herein. The Parties will negotiate cooperatively on the design of the evaluative instrument.

ARTICLE XXI
MAXIMUM CLASS SIZE

21.1 The State agrees to implement the following class size maxima:

R.I.C.L.A.S:

> In compliance with the Regulations for the Board of Regents for Elementary and Secondary Education Governing the Special Education of Students with Disabilities.

Zambarano Mem. Hospital, B.H.D.D.H.:

In compliance with the Regulations of the Board of Regents for Elementary and Secondary Education Governing the Special Education of Students with Disabilities.

Adult Correctional Institute (A.C.I.):

G.E.D.: Twenty (20) students
Basic Education: Fifteen (15) students

D.C.Y.F. / Training School:

Except for special education which is governed by State regulations, the maximum class size shall be twelve (12) students.

Vision Service Program:

Itinerant teacher: the number of pupils assigned on a regular basis will be no greater than the number which can effectively be served during regular working hours.

O'Rourke Children's Center, S.R.S.: Eight (8) students

ARTICLE XXII
BULLETIN BOARDS

22.1 The State agrees to provide reasonable bulletin board space for use by the Union where notices may be posted.

ARTICLE XXIII
UNION COMMITTEE

23.1 Designated Union representatives 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.

23.2 No Union Steward or committee member or representative shall be discriminated against as a result of the 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 representatives will be permitted to visit Union officers and committee members on State premises for the purpose of discussing Union business.

ARTICLE XXIV
DISCHARGES

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.

After a period of two 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 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 performance evaluations or disciplinary entry 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 the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge.

ARTICLE XXV
GRIEVANCE PROCEDURE

25.1 For the purpose of this Agreement, the term "grievance" means any difference 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 The purpose of this procedure is to provide a mutually acceptable method for the prompt and equitable settlement of grievances over the interpretation, application, or violation of this Agreement.

25.3 For the purpose of this Agreement, a grievance is defined as 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.

25.4 There shall be a grievance procedure as follows:

Step 1: A grievance shall be presented in writing by the aggrieved employee and/or by the Union to either the immediate supervisor or other designee of the department within twenty-one (21) days of the employee's and/or Union's knowledge of the occurrence of such grievance.

The aggrieved employee shall meet and discuss his/her problem with his/her Union representative and the immediate supervisor and/or other designee of the department within seven (7) days of the submission of the grievance in an attempt to settle the issue. The supervisor and/or other designee of the department shall allow or deny the grievance or otherwise respond to the Union and the employee within seven (7) days of the meeting.

Step 2: If the grievance is not resolved after seven (7) days of the Step 1 meeting or if the Department has failed to otherwise respond according to Step 1 above, and in the event the Union and/or the employee wishes to pursue the matter further, the Union and/or employee shall submit the grievance in writing to the designee of the Director of the Department of Administration within thirty (30) days thereafter. The designee of the Director of the Department of Administration shall schedule a hearing within thirty (30) days and shall render a decision in writing within thirty (30) days of the hearing.

Step 3: In the event the grievance is not resolved at the Step 2 level in a manner satisfactory to the aggrieved employee and/or the Union, and the Union and/or employee wishes to pursue the matter further, then such grievance may be submitted to Arbitration by the Union within thirty (30) days of the transmittal of the hearing officer's written decision in Step 2.

25.5 (Miscellaneous Provisions) Sustained grievances will be implemented or the necessary paperwork to implement the remedy will be initiated within twenty-one (21) days after the receipt of the decision from the Department of Administration.

All grievance hearings held under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons entitled to be present to attend.

The time for scheduling a hearing may be extended in the event of the parties agreeing to hold the matter in abeyance for a period of time or otherwise by consent of the parties.

Either party to the Agreement shall be permitted to call witnesses as part of the grievance procedure.

Grievance hearings are intended to be an informal expedited process to resolve disputes. The State, on request, will produce payroll and other relevant and material records, as necessary. Requests shall be made at least seven (7) days in advance of the grievance hearing. The State shall comply with the request within 48 hours.

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 in processing grievances.

The Union representatives will have the right to assist the aggrieved at any step of the grievance procedure.

Nothing contained herein deprives an individual employee of the right to act on his/her own counsel. If such grievance is processed without assistance from a Union representative, the Union retains the right to attend all meetings and hearings as an observer. If such grievance is processed without Union representation, the facts and the resolution of said grievance will be furnished by the State to the Union at the time the grievance is being processed. The final resolution must be consistent with the terms of this Agreement. However, any grievance which is sustained by the State and which is contrary to the Agreement will be subject to appeal by the Union.

In all cases of suspension, demotion or dismissal of an employee, the aggrieved employee, the Union, and/or the State may request to immediately proceed to Step 2 of the grievance procedure.

The State shall provide the Coalition Bargaining Team with electronic copies (i.e., PDF files) of arbitration decisions that the State receives from Labor Relations Connection received after March 2015.

A Civil Service employee may process their grievance through either the grievance procedure or before the Personnel Appeal Board. Initiation of a matter before the Personnel Appeal Board shall be deemed a waiver of the employee's right to utilize the grievance procedure provided herein with respect to that matter. Nothing herein is in any way intended to extend the statutory jurisdiction of the Personnel Appeal Board.

The State is in the process of developing an electronic on-line 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 on-line system.

ARTICLE XXVI
ARBITRATION

26.1 If a grievance is not settled under Article XXV, such grievance shall, at the request of the Union or the State, be referred to The Labor Relations Connection (or any other entity that the parties agree to in accordance with its rules then obtaining.

26.2 The decision of the arbitrator shall be final and binding upon the Parties. The expense of such arbitration 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 wage schedules, monetary fringe benefits, or any other matter requiring the appropriation of money shall not become a subject for arbitration.

26.5 All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision.

26.6 The State shall, with 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 Relations Connection provide an electronic copy of all arbitration decisions to the parties and to the Labor Institute.

ARTICLE XXVII
DISCIPLINE AND STUDY COMMITTEE

27.1 When a situation occurs in the classroom where a student's behavior, as determined by the appropriate administrator, is disruptive to the classroom and/or the welfare and the safety of the bargaining unit member and/or students is threatened, said student shall be removed by a designated administrator for the remainder of the school day or until said student's behavior warrants his/her return to the classroom.

27.2 A set of rules and regulations will be adopted in writing through joint participation between teaching staff and the administration establishing minimal standards of behavior for all students, said rules and regulations will be promulgated no later than June 30, 1998.

ARTICLE XXVIII
SUPPLEMENTAL EMPLOYMENT OPPORTUNITIES

28.1 Summer and/or supplemental employment opportunities for bargaining unit members shall be posted in each building and the present teaching staff covered by this contract will be given such summer and/or supplemental employment according to the following procedures:

(a) The State agrees to post summer employment opportunities by May 1st and notify bargaining unit members (covered by this contract) of their appointment to said summer assignments by June 1st. The bargaining unit member will submit a request to fill a summer teaching assignment no later than May 15.

(b) The bargaining unit member may only request to fill an assignment for which s/he is certified according to the rules and regulations of the Department of Education.

(c) The State agrees that summer and/or supplemental employment opportunities will be filled based on certification and availability for the session in question; the employment opportunities for summer and/or supplemental work will be afforded

to bargaining unit members (covered by this contract) who are certified; however, in no case will a bargaining unit member be afforded the opportunity to be employed by the second summer and/or supplemental session until all other bargaining unit members (covered by this contract) who are properly certified have had an opportunity to fill a summer and/or assignment. Said appointments will be made from a roster rotating among all bargaining unit members (covered by this contract) on a fair and equitable basis. Rotation will apply only to bargaining unit members within each facility. In the event an employee has three (3) absences in any one session, the State reserves the right to appoint another certified and available applicant for the position in question.

(d) Each summer and/or supplemental teaching assignment may be filled by not more than two properly certified bargaining unit members who are covered by this Agreement, each covering one half of the teaching assignments and provided that each half is in continuous weeks. For example: If a summer and/or supplemental teaching assignment will last eight weeks, two bargaining unit members may be used provided each one will teach for four consecutive weeks.

(e) If there are not sufficient bargaining unit members to fill summer and/or supplemental assignments from within a particular school, said assignments may be offered to other certified bargaining unit members covered by this contract.

(f) For all bargaining unit members who are covered by this Agreement currently employed at a department covered by this Agreement and who are employed for the summer and/or supplemental session at D.C.Y.F./the Training School, the rate for summer work shall be in the employee's applicable hourly rate based upon 1/182 of their annual salary, plus applicable longevity, salary divided by seven (7) hours. All other teachers who are employed for this summer session shall be paid $40 per hour. This provision shall not apply to employees who are employed in a 52-week position.

28.2 All part-time teaching positions in the departments covered by this contract will be established and filled in accordance with the following procedures:

(a) All part-time teaching positions will be posted according to the procedures in Articles 6.4(a), 6.4(b), 6.4(c), 6.4(d), 6.4(e), 6.4(f), 6.4(g) and 6.4(h).

(b) The appropriate department director will select candidates to fill these part-time positions based on certification and availability on a rotating basis, showing preferences:

(1) to any bargaining unit member, who is laid off from any position covered by this contract,

(2) the present teaching staff at the respective school, department or facility,

(3) to all other bargaining unit members covered by this contract, who are properly certified, and,

(4) if there are not sufficient applicants from within the bargaining unit, the State may appoint any other teachers who meet the certification requirement outlined in the job posting.

(c) Bargaining unit members who work in a part-time teaching position shall be paid as set forth in Schedule T00 effective July 1, 2009.

(d) The use of part-time teaching positions shall be only to supplement existing positions, not supplant regular teaching positions.

ARTICLE XXIX
ALTERATION OF AGREEMENT

29.1 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the Parties hereto only if executed in writing.

29.2 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.

ARTICLE XXX
NO STRIKES OR LOCKOUTS

30.1 The Union and its members will not cause, call nor sanction any strike, work stoppage or slowdown, nor will the State lockout its employees during the term 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.

ARTICLE XXXI
SAVINGS CLAUSE

31.1 Should any provision of this Agreement, or any applications thereof, be unlawful by virtue of any Federal or State law, such provision of this Agreement shall be null and void, but in all other respects, the provisions of this Agreement shall continue in full force and effect for the life thereof.

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 XXXII
MID-TERM NEGOTIATIONS

32.1 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 constitute the entire Agreement between the two 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 wherefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement, unless the Parties mutually agree otherwise. The Parties further agree to make mutual recommendations to the legislature which may be necessary to give force and effect to the provisions of this Agreement.

ARTICLE XXXIII
TERMINATION OF AGREEMENT

33.1 This Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2020. It shall automatically be renewed from year to year thereafter, unless either Party shall notify the other in writing sixty (60) 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 ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other Party in the manner set forth in the following paragraph.

In the event that either Party desires to terminate this Agreement, written notice must be given to the other Party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

The State agrees to bear the cost of printing this Agreement and further agrees to provide the Union with 150 copies of the printed Agreement.

ARTICLE XXXIV
BEP

34.1 This Agreement, if necessary, shall be amended during the term of the Agreement through negotiations to make it BEP compliant. If the parties are unable to reach resolution on any BEP issue, either party may proceed directly to arbitration under Article XXVI.

TERMINATION AND REOPENING OF AGREEMENT

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

This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing in 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.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2019.

FOR THE STATE OF RHODE ISLAND

Governor, Gina Raimondo

Michael DiBiase
Department of Administration

HUT L1171

Natalie Herbermann, President

APPENDIX A

SCHOOL YEAR

1. (a) The students school year shall consist of 180 days, and a summer session, excluding weekends and the following days:

Independence Day	Thanksgiving Day and the day immediately following
Labor Day	Martin Luther King Day
Columbus Day	Memorial Day
General Election Day	Veteran's Day

And the following scheduled vacation periods:

Christmas Vacation
February Vacation
April Vacation
Summer Vacation

(b) The Christmas, February and April Vacations shall be established in accordance with the terms outline in Article 4.2.

FACULTY SCHEDULES

1. Each faculty member shall teach one hundred eighty (180) school days except those faculty members working fifty-two (52) week schedules.

2. When there is more than one schedule for a certification area, teachers assigned in such area may bid for a schedule based on seniority. The schedule will list the day off.

3. Subject to educational and programming needs, the principal will try to maximize the number of faculty who are scheduled off on Mondays and Fridays.

APPENDIX B
TEACHER EVALUATION PROCESS

1. Non-Tenured Teachers

Each non-tenured teacher will be observed by the principal or assistant principal (hereinafter called evaluator) three (3) times per year, two (2) of which must be completed by February 1 for teacher whose school year ends in June and April 1 for teachers whose school year ends in August. Each evaluation will be based on three (3) observations, the first of which will be planned. Observations will be for a minimum of twenty (20) minutes.

2. Tenured Teachers

(a) Any tenured teacher who obtains or earns a "highly effective," or a number "4," or any equivalent thereof shall, subsequent to such evaluation, be evaluated not more than once every three (3) years thereafter using the same process as non-tenured teachers. Any tenured teacher who obtains or earns a rating of "effective," or a number "3,") or any equivalent thereof, shall subsequent to such evaluation, be evaluated not more than once every two (2) years thereafter using the same process as non-tenured teachers. The Principal can change the year of a tenured teacher's evaluation or evaluation a tenured teacher at any time out of cycle for just cause.

(b) Tenured teachers who receive an "ineffective" evaluation will be given prescriptive direction and will be observed in their next working quarter. A subsequent evaluation in which the teacher is evaluated "effective" will end that teacher's evaluation cycle.

(c) The provisions of this section shall not prohibit annual evaluations in circumstances, but not limited to:

1. Any teacher who may request an annual evaluation; or

2. Any teacher during his or her first year teaching under a new teaching certificate.

3. Evaluation Conference

(a) A pre-evaluation conference between the teacher and the evaluator will take place prior to the first observation. At the conference the evaluator will confer with the teacher as to the process and expectations of both parties and the teacher will provide specifics as to the class and lesson to be taught. Based on this conference the evaluator will prepare a final evaluation report form and provide a copy of said for to the teacher.

(b) All observations will be followed by a post conference where both parties discuss the observation.

(c) A post evaluation conference will be held at the completion of three (3) observations. The evaluator will provide a draft written final evaluation for discussion which will be the focus of the conference.

4. Final Evaluation Report

Within two (2) working days of the post evaluation conference the valuator will provide the teacher two (2) copies of the final evaluation report for signature. Such signature does not signify agreement in whole or part with the report but merely that the teacher had an opportunity to discuss the report and has received a copy. The teacher may provide personal remarks which will be attached to the report. After signature the final evaluation report and any personal remarks of the teacher will be placed I the teacher's personnel file.

5. General

Nothing in the above process shall prevent the principal and/or assistant principal from entering a teacher's classroom at any time for any period of time. Teachers whose classrooms are so observed may at their desire request from the observer the rationale for said visit.

MEMORANDUM OF AGREEMENT
PERFORMANCE DEVELOPMENT

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.

MEMORANDUM OF AGREEMENT
RETIREE HEALTH INSURANCE

The parties agree that retiree health insurance benefits as set forth in Article 4 of 08-H 7204 SUB A, as amended, approved May 1, 2008, shall remain in effect for the term of this agreement. Should a court of competent jurisdiction declare this legislation to be unconstitutional in whole or in part, the parties agree that retiree health insurance benefits as provided by law shall remain in effect for the term of this agreement. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

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.

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 Howard Union of Teachers American Federation of Teachers, Local 1171, 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 3611 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

MEMORANDUM OF AGREEMENT
Layoffs/Shutdowns or Pay Reductions

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 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).