

AGREEMENT
BETWEEN
STATE OF RHODE ISLAND
AND
LOCAL 400
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS
AFL-CIO & CLC
FOR
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

EE-3704

July 1, 2017 TO JUNE 30, 2020

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PREAMBLE AND PURPOSE

This Agreement is entered into this ___ day of ____, 2018 by and between Local 400, International Federation of Professional and Technical Engineers, AFL-CIO & CLC, hereinafter referred to as the Union, and the State of Rhode Island, hereinafter referred to as the State, for the purpose of maintaining the optimum public service which the parties are committed to give to the people of Rhode Island; for the purpose of establishing harmonious collective bargaining relations between the State and the Union; for the purpose of providing for the equitable disposition of all disputes and grievances; and for the purpose of promoting equitable economic standards and working conditions for the employees of the State covered by this agreement.

Now, therefore, in recognition of these mutual obligations, the parties agree as follows:

ARTICLE I RECOGNITION

1.1 The State hereby recognizes the Union as the sole and exclusive collective bargaining representative for all employees within the bargaining unit, said bargaining unit to consist of all those classes of positions declared appropriate by the State Labor Relations Board in Case No. EE-3704. A full list of the above-mentioned classes of positions appears in Article V, Subsection 2, of this agreement.

1.2 No negotiated Settlement Agreements or Memorandums of Agreements entered into after the ratification of this Agreement will have precedential effect, amend this agreement, or provide for wage rate adjustments unless they are signed by the Director of Administration or his/her designee.

**ARTICLE II
NON DISCRIMINATION, EQUAL OPPORTUNITY
& AFFIRMATIVE ACTION**

2.1 The State and the Union agree not to discriminate against any member of the bargaining unit because of race, religion, creed, color, sex, gender identity or expression, age, disabilities, marital status, country of ancestral origin, sexual orientation, political beliefs or affiliations, and/or membership in any lawful organizations. The State and the Union further agree to adhere to all Federal Laws and regulations, and State Laws pertaining to Equal Opportunity and Affirmative Action.

2.2 The term "employee" as used in this agreement shall be construed as meaning both sexes, and where the male gender is used, it shall be understood as including both male and female employees.

2.3 The State agrees that no member of the bargaining unit shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Union or on account of his membership in, or activities on behalf of the Union.

2.4 The Union agrees not to discriminate against any member of the bargaining unit in the administration of this agreement because of non-membership in the Union.

2.5 The State and the Union agree to establish a committee consisting of representative from both sides to continue to explore affirmative employment action and, if possible, to enter into a Letter of Understanding.

It shall be a goal and an objective of the State to develop and implement positive and aggressive affirmative action and to prevent future discrimination in any type of personnel actions. The Parties recognize their mutual obligations to practice good faith implementation of the goals contained in each department's Affirmative Action Plan.

The State acknowledges its duty to inform employees of their obligation not to discriminate, intimidate or harass employees under applicable law, policy or this Agreement and of their obligation to adhere to the affirmative action plan and program that may be developed under applicable law of this Agreement. The State will notify employees, supervisors and managers at every level that any person, who, by action or condonation, subjects another employee to harassment, shall be subject to appropriate discipline. The Union acknowledges its obligation to abide by the laws, regulations and policies, which prohibit discrimination, intimidation or harassment. The Union further acknowledges its obligation to inform its officers, agents and stewards to be sensitive to the requirement of this Article.

The Department may make an effort to fill new and vacant positions with due consideration to equal opportunity and affirmative action interest, especially when a manifest imbalance exists within a specific job category. Manifest imbalance, as used herein, shall mean the statistical under representation of minorities (as currently defined in federal employment law as Blacks, Hispanics, American Indians, including Alaskan Natives, and Asians, including Pacific Islanders) in specific job-categories.

2.6 Nothing in this agreement shall be construed so as to prevent compliance with any obligation imposed by the Americans With Disabilities Act of 1990.

ARTICLE III UNION SECURITY AND DUES DEDUCTION

3.1 The State Controller shall deduct Union membership dues each pay period from the wages of Union members. The State Controller shall immediately transmit all deductions representing union membership dues and service charges to the Treasurer of the Union.

3.2 Within the bargaining unit covered by this agreement, only Union membership dues and service charges shall be deducted. Membership in the Union may be determined by each individual member of the bargaining unit.

3.3 Union membership dues may be changed from time to time, and in the event of such change, the Treasurer of the Union will so notify the State Controller who shall make adjustments in the deduction of Union membership dues and service charges to reflect such change.

3.4 The appointing authority shall give written notice, monthly, to the Treasurer of the Union, of those employees within respective bargaining unit who become eligible for membership in the Union of those employees who have resigned from employment or who have been terminated. For new employees, said notice shall include the employees' name, date of hire, classification, work assignment and location.

ARTICLE IV UNION BUSINESS LEAVE

4.1 Designated Union representatives and officers shall be granted time with pay during working hours to investigate, process, and adjust grievances, to attend hearings, meetings with the State officials, and meetings involving contract negotiations with State officials.

It is understood that full accountability for the use of such paid leave is a legitimate management concern.

4.2 The State shall not discriminate against any Union officer, member, steward or committee member, or representative as a result of performance of legitimate Union business.

4.3 The Union shall provide a list of its officials listed herein to the State by November 1st of each year and shall keep said list current as changes may occur. The Union officials are members of the Negotiating Committee,

Executive Board, Grievance Committee, Stewards, Officers and up to four (4) trustees.

4.4 Union officers and Union representatives, as well as members of the International Staff, shall have the right to visit employees, Union officials, and unit representatives, and all committee members of the Union, on state premises for the purpose of discussing Union business.

The Term "Unit Representative" as used in this section shall mean a person occupying the position of unit representative which is a part of the Union's Executive Board. The steward strictly handles grievances.

4.5 Union officials or Union members elected or appointed to represent the Union at various Union conferences and conventions shall each be granted a maximum of ten (10) working days per year of leave without pay for such purposes, with the number of such employees per year not to exceed six (6). Requests for such leave without pay shall be submitted two (2) weeks prior to the time being requested.

4.6 The State shall supply a copy of the current collective bargaining agreement to each member of the bargaining unit within ninety (90) days after the parties complete and sign off on the proof reading of the contract, and a copy to each new bargaining unit member as they are hired.

4.7 The State agrees to provide a reasonable amount of bulletin board space for exclusive use by the Union where notices may be posted in all buildings wherein members of the bargaining unit function, and at all field sites where members of the bargaining unit are assigned.

4.8 The appointing authority shall prepare and forward to the Union office a seniority list of employees by classification seniority and bargaining unit seniority and shall notify the Union of additions and deletions every month. Seniority lists shall be updated every six (6) months.

**ARTICLE V
HOURS OF WORK**

5.1 The parties agree that there shall be four (4) basic work weeks as follows:

1. Standard 35.0 Hours – A thirty-five (35) hour work week (five consecutive seven hour days), exclusive of unpaid lunch periods;
2. Standard 40.0 Hours – A 40 hour work week (5 consecutive days of 8 consecutive hours each), exclusive of unpaid lunch periods.
3. Non-Standard – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods.
4. Non-Standard, Non-Exempt – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receive overtime pay at time and one half for all hours worked in excess of forty (40.0) hours.

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

5.2 Whenever the State creates a new position that will be included in the bargaining unit it shall be assigned a pay grade and basic work week by the Personnel Administrator in accordance with the Merit System Laws. The following listing identifies the present classes of positions within the bargaining unit declared appropriate by the State Labor Relations Board in Case No. EE-3704 or recognized by the mutual consent of the parties.

<u>Class of Position</u>	<u>Work Week</u>	<u>Pay Grade</u>
<u>Associate Supervising Sanitary Engineer</u>	<u>NS</u>	<u>34A</u>
<u>Clerk Secretary*(1761-32)</u>	<u>35</u>	<u>K16A</u>
<u>Office Manager* (1751-265)</u>	<u>35</u>	<u>23A</u>
<u>Chief Implementation Aide (1721-7;1731-977;1751-249)</u>	<u>NS</u>	<u>28A</u>
<u>Cooperative Forestry Program Supervisor</u>	<u>NS</u>	<u>30A</u>
<u>Implementation Aide *(1733-647;1732-296)</u>	<u>35</u>	<u>22A</u>
<u>Office Manager *(1751-265)</u>	<u>35</u>	<u>K23A</u>
<u>Principal Environmental Scientist* (1734-808;1751-125)</u>	<u>NS</u>	<u>32</u>
<u>Supervising Accountant</u>	<u>NS</u>	<u>34A</u>
<u>Supervising Environmental Scientist</u>	<u>NS</u>	<u>35A</u>
<u>Supervising Sanitary Engineer</u>	<u>NS</u>	<u>31A</u>
<u>Supervising Environmental Planner</u>	<u>NS</u>	<u>34A</u>
<u>Supervising Air Quality Specialist</u>	<u>NS</u>	<u>29A</u>
<u>Supervising Forester</u>	<u>NS</u>	<u>30A</u>
<u>Supervising Biologist (Freshwater Fisheries)</u>	<u>NS</u>	<u>30A</u>
<u>Supervising Biologist (Wildlife)</u>	<u>NS</u>	<u>30A</u>
<u>Supervising Biologist (Marine Fisheries)</u>	<u>NS</u>	<u>30A</u>
<u>Programming Services Officer* (1721-19;1754-13; 1761-42)</u>	<u>NS</u>	<u>31A</u>
<u>Supervising Geographic Information Specialist</u>	<u>NS</u>	<u>32A</u>
<u>Supervising Civil Engineer (Natural Resources)</u>	<u>NS</u>	<u>35A</u>
<u>Volunteer Program Coordinator (DEM)</u>	<u>NS</u>	<u>28A</u>
<u>Federal Aid Program Coordinator</u>	<u>NS</u>	<u>32A</u>

*Included by specific agreement. Certain other classes of position are exempted from the unit and are excluded due to their confidential administrative support duties.

5.3 It is recognized that there are now other work schedules peculiar to certain classes of positions and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any area for new, vacant or encumbered positions, the parties hereto shall

make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this agreement. The State will have the right to determine that such change is necessary so long as such decision is not arbitrary or capricious and will be for good cause. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in accordance with the seniority provisions of this Agreement. If the hours are not agreed to, then the issue shall be submitted to expedited arbitration.

5.4 Employees shall be granted a fifteen (15) minute coffee break during the first half and the second half of their work day. All employees shall be granted a meal period of not less than one-half ($\frac{1}{2}$) hour duration nor more than one (1) hour duration during each work day to be determined by the work day schedule that applies.

5.5 No employee who has performed work before or after scheduled work hours will be required by the State to take time off or work a different work schedule to equalize his working hours.

5.6 Part-time employees who work at least twenty (20) hours a week shall be entitled to fringe benefits on a pro-rata basis.

5.7 The "evening tour of duty" shall mean those hours worked between the hours of 3:00 p.m. and 12:00 midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 p.m. and 8:00 a.m.

5.8 All employees who are permanently assigned to work sixteen (16) or more hours of a forty (40) hour work week or fourteen (14) or more hours of a thirty-five (35) hour work week during the "evening tour of duty" or during the "night tour of duty" shall be compensated an additional seventy cents (.70¢) per hour over the rate prescribed for the classification in which their work is performed for all hours of the work week. Employees whose scheduled hours are 7:00

a.m. to 3:00 p.m. or 8:00 a.m. to 4:30 p.m. shall not receive shift differential for the 7:00 a.m. to 8:00 a.m. hour or the 3:00 p.m. to 4:30 p.m. hour and one-half.

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

5.9 A flex work week schedule shall be defined as a work week, Sunday through Saturday, and shall consist of a total of thirty-five (35) hours in those classes of positions where applicable or a total of forty (40) hours in those classes of positions where applicable or an average of at least thirty-five (35) hours in those classes of positions where applicable.

1. A flex workweek schedule shall only be implemented at the sole discretion of the Department. If the Department decides to implement a flex workweek schedule in any are or Department, it shall follow the following procedure:
 - a. The Department shall notify in wiring the Union and all affected employees at least thirty (30) days prior to the proposed date of implementation.
 - b. The Department shall schedule a meeting within ten (10) days of said written notice between the Union, all affected employees in the area or department, the employees' supervisor(s), the department personnel office and the Labor Relations Administrator or his designee.
 - c. A flextime workweek will be implemented in an affected area or department only with mutual agreement between the Union and

the State. Should no agreement be reached, then the existing work week shall be retained.

- d. In the event that it is not necessary for all employees in the affected area or department to work on a flex workweek schedule, it shall be offered to employees on the basis of classification seniority.
- e. Failure by the Department to exercise its discretion as outlined in the first paragraph in Section 1 above shall not be subject to the grievance procedure.

ARTICLE VI HEALTH AND SAFETY

- 6.1** The State agrees to make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of the employees.
- 6.2** The appointing authority shall take prompt and appropriate action to correct any unsafe conditions or actions, which are reported to or observed by him.
- 6.3** Annually on January 1st, each party to this agreement will appoint three (3) representatives who will comprise the Safety Committee. This Committee will be chaired by a Committee Member and shall meet upon the request of either party to discuss, make recommendations and take action on any safety or health problems that come before it. The Committee will draw up a safety code pertaining to bargaining unit members that it will review annually and recommend such revisions to the appointing authority as needed.
- 6.4** First aid supplies shall be maintained and made available in buildings where members of the bargaining unit are located.

6.5 When employees are required to undergo a physical examination in connection with their employment, the cost of such examination shall be borne by the State.

6.6 The parties hereby recognize the provisions of the Rhode Island Workplace Smoking Pollution Control Act and that smoking has been found to be dangerous to both smokers and nonsmokers alike, contaminating the air and creating an intrusion of the right of nonsmokers to enjoy a smoke-free, unpolluted working environment. Smoking is hereby prohibited in all State offices and at all meetings sponsored by the State. To assist in complying with this provision, the State shall offer smoking cessation programs to any interested employees.

ARTICLE VII INDEMNITY PROTECTION

7.1 The State agrees to provide legal defense for and to hold harmless the employees who are defendants in civil litigation arising from their conduct on behalf of the State. Provided, however, that this provision shall apply only in the cases in which the employee is being sued for errors or mistakes in intellectual judgment or analysis and shall not apply to physical acts of the employees, except in reasonable self-defense.

7.2 The State will endorse any legislation to increase the present indemnity liability.

ARTICLE VIII OVERTIME PRACTICES

8.1 Overtime work shall be defined as the required performance of work in excess of the established work week. For such overtime work, the employee shall be compensated at one and one-half times the regular rate of pay of the employee.

8.2 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, the appointing authority may direct or authorize overtime work. An employee may be excused from being required to work overtime, provided another employee in the same classification is available and willing to work such overtime.

8.3 Before a bargaining unit member undertakes overtime work, said work must first be authorized by the appointing authority, or his designee.

8.4 When employees are required to work overtime, as much advance notice as possible will be given to such employee(s).

8.5 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 section and class of position. A record of overtime work will be furnished to the Union monthly.

8.6 Hours credited for holidays, vacation, personal leave, jury leave shall be considered as time worked for the purpose of computing overtime.

8.7 Hours which are paid for but not actually worked shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime compensation, except as provided in Section 8.6.

8.8 Employees assigned to a standard thirty-five (35) hour work week, with the approval of the appointing authority may elect to receive compensatory time in lieu of cash for those hours worked between 35 and 40 in a work week. Compensatory time thus earned shall be at the rate of time and one-half. Employees who accrue compensatory time must use such compensatory time within three (3) months. Unused compensatory time shall be automatically paid to employees at the end of each three (3) month period.

ARTICLE IX

GRIEVANCE PROCEDURE

9.1 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.

9.2 For the purpose of this agreement, the term "grievance" means any difference or dispute between the State and the Union, or between the State and any employee with respect to the interpretation, application and/or violation of any of the provisions of this agreement.

9.3 There shall be a grievance procedure as follows:

Step 1

- (a)** A grievance shall be presented by the aggrieved employee and/or by the Union in writing to either the immediate supervisor or other designee of the department within twenty-one (21) working days of the employee's and/or Union's knowledge of the occurrence of such grievance.
- (b)** 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 shall allow or deny the grievance or otherwise respond to the Union and the employee within seven (7) days of the meeting.

Step 2

- (a)** 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 Administration within thirty (30) days thereafter. The designee of the Director of the 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

- (a) 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.

Miscellaneous

- (a) Sustained grievances will be implemented or the necessary paperwork to implement the remedy will be initiated within twenty-one (21) working days after the receipt of the decision from the Department of Administration.
- (b) 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.
- (c) The time for scheduling a hearing may be extended in the event of the parties agreement to hold the matter in abeyance for a period of time or otherwise by consent of the parties.
- (d) Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure.
- (e) Grievance hearings are intended to be an informal expedited process to resolve disputes. The State, on request, will produce payroll and other relevant 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.

- (f) Members of the Union committee, stewards, the aggrieved employee, and employee witnesses, who are State employees, will be paid at their regular rate up to their normal quitting time for time spent in processing grievances.
- (g) The Union representative will have the right to assist the aggrieved at any step of the grievance procedure.
- (h) 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 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.
- (i) In all cases of suspension, demotion, 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.
- (j) 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.
- (k) A civil service employee may process his grievance through either the grievance procedure or before the Personnel Appeal Board. The pendency or granting of a hearing before the Personnel Appeal Board, provided the claim is within the jurisdiction of the Personnel Appeal Board, shall be deemed a waiver of the employee's right to proceed to utilize the grievance procedure as provided in the Contract. Nothing

herein is in any way intended to extend the statutory jurisdiction of the Personnel Appeal Board.

- (1) 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 Unions. 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.

9.4 (a) If a grievance is not settled under Section 9.3, 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), unless both parties agree to utilize its procedures set forth in 9.4(b).

(b) As an option to the above arbitration procedures, either party may submit its grievance for arbitration to an expedited system of arbitration based on the following conditions:

1. Arbitrator, to be mutually agreed upon by State and Union in such expedited procedure, shall be selected from a list of ten (10) arbitrators shall be contained in a letter of understanding affixed to this contract. The parties agree that the expedited arbitration option can be utilized only by mutual agreement of the parties.
2. Grievances, after having been processed at the appropriate step(s) of the grievance procedure, shall be submitted promptly to expedited arbitration by letter from the moving party to the arbitrator with a copy of such letter to the other party. Hearing of the case shall take place within ten (10) working days of the date

such grievance was filed for arbitration with the arbitrator. Award of the arbitrator shall be issued in writing within ten (10) working days of such hearing.

3. If the arbitrator first agreed upon by the parties is unable to hear the case in question within ten (10) working days from the time the grievance is filed for arbitration, the parties shall proceed to select an alternate arbitrator from the list of ten (10) arbitrators referenced in this subsection.
4. The parties may mutually agree upon time limitations different than those set forth in this subsection.
5. Whenever expedited arbitration is required by this Agreement, as for example, in disputes over layoff, bumping and recall, only the selected list of arbitrators shall be used in all such cases. The Labor Relations Connection Rules for Expedited Arbitration shall be applied to the conduct of the proceeding. Any such arbitration award will be accorded the same import as if the regular arbitration procedure has been utilized.

9.5 The Rhode Island Department of Labor and the Federal Mediation and Conciliation Service, recognizing that a mechanism which provides for an informal and expeditious resolution of grievances not only alleviates the costs attributed to arbitration, but also creates a more harmonious Labor-Management relationship, hereby enter into this agreement with the State of Rhode Island and International Federation of Professional and Technical Engineers, Local 400. The purpose of the agreement is to provide for the mediation of grievance disputes as an alternative to arbitration. The program will be administered by the Department of Labor. It is understood by the parties that this program will exist for so long as or until such time as either party notifies the Director of Labor that it wishes to terminate the agreement.

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

1. Before a grievance is submitted to mediation; it must have been processed through the third level of the internal grievance procedure.
2. The parties by mutual consent may submit unresolved grievances to mediation by filing a request for a hearing with the Director of Labor within fifteen (15) work days of the receipt of the written response to the grievance at the Labor Relations Level of the Grievance Procedure.
3. The Department of Labor will assign a Mediator to the grievance within ten (10) working days of the receipt of the parties' request for mediation. The mediator will ordinarily be an employee of the State Department of Labor or the Federal Mediation and Conciliation Service.
4. The assigned Mediator will schedule a mediation conference at a mutually agreeable time, normally, at the Rhode Island Department of Labor, no later than fifteen (15) working days after his/her assignment to the case. The Mediator will ordinarily schedule no more than three (3) grievances for conference in a single day. The decision to postpone a hearing shall rest with the mediator.
5. Should the assigned Mediator be unable to execute his or her responsibilities within the prescribed time period, another Mediator shall be assigned to the case unless the parties mutually agree to retain the Mediator and hold the Conference at a later date.

6. Grievances will be mediated one at a time in an informal setting. Relevant factors will emerge in a narrative fashion, without examination of witnesses, formal rules of evidence or record-keeping.
7. The individuals necessary to effectuate the resolution of the grievance shall be in attendance.
8. The Mediator may schedule and structure meetings in whatever manner he/she believes is most productive. (Joint, separate, off-the-record meetings, etc.)
9. Should the parties not be able to resolve the grievance to their mutual satisfaction after a reasonable period of time, the Mediator or either one of the parties shall withdraw the case from mediation.
10. It is understood by the parties that in no event will the Mediator issue an advisory opinion on the matter.
11. Should the parties' resolve the grievance as a result of the mediation process, the parties shall sign a settlement which will set forth the terms of the agreement that they have reached. It is understood all grievance settlements will not be considered as precedent-setting unless the parties agree that to be the case in the terms of the settlement.
12. It is understood by the parties that all discussions between the Mediator, the disputing parties and/or the grievant shall be privileged and treated as confidential. Any settlement proposal made by either party at the mediation session shall not be referred to at any future arbitration hearing or any other proceeding.

13. All written material which is submitted to the Mediator during the mediation conference will be returned to the respective parties upon conclusion of the meeting.

14. It is agreed by the parties that any Mediator conducting a grievance mediation conference shall not be called as a witness in any arbitration, administrative hearing or court proceeding arising out of a grievance.

9.6 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.

9.7 Only grievances arising out of the provisions of this contract relating to the interpretation, application, and/or violation thereof may be submitted to arbitration. The arbitrator shall have no authority to add to, subtract from, disregard, or modify any of the provisions of this agreement. The arbitrator's authority shall be restricted to the interpretation, application and/or violation of the provision of this Agreement only.

9.8 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not be applied to any obligation arising under this contract. **9.9** All submissions to arbitration must be made within thirty (30) days after the decision is rendered by the Department of Administration Director's designee.

9.10 The parties may mutually agree to extend any time limits specified in any and all steps of the grievance procedure, as well as, the time span during which the Union may submit a grievance to arbitration.

9.11 The term "working days" as used throughout Article IX shall mean any of the days on which a member of the bargaining unit is regularly scheduled to work.

9.12 If the appropriate State official or the designee provided for in certain steps of the Grievance Procedure fails to reply to the Union and the employee within the time limits set forth in each of the steps of the grievance procedure, then the Union may file the grievance at the next step of the grievance procedure.

9.13 Terminations shall be expedited where possible but shall not be subject to the rules of expedited arbitration.

ARTICLE X DISCIPLINARY ACTION

10.1 All disciplinary action leveled at employees, and all suspensions, demotions, and discharges of employees, shall be for just and sufficient cause only.

10.2 When any disciplinary action is to be implemented, the appointing authority shall, before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

10.3 At the request of the Union, grievances involving disciplinary action, suspension, discharge or demotion shall be given priority over all other grievances then being processed.

10.4 In the event that any employee is dismissed, demoted or suspended and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate for any time lost during the period of such dismissal, demotion, suspension or disciplinary action.

10.5 If the appointing authority or his designee has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the general public. Initial minor infractions, irregularities or deficiencies shall be privately brought to the attention of the employee. After a period of two (2) years, if the employee had not committed any further infractions of appropriate rules and/or regulations, all written reprimands shall be expunged from the employee's personnel records, and shall be permitted to respond thereto. Oral reprimands are to be removed after one (1) year. The contents of an employee's personnel record shall be disclosed to the employee upon his/her request and with the employee's permission shall also be disclosed to the employee's Union representative.

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.

The State agrees that there shall be one official personnel file, which shall be kept by the Human Resources Office. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file, unless he/she has had an opportunity to review the material. The employee shall acknowledge his/her review of the material by signing the actual copy to be filed with the understanding that such signature signifies only that he/she has read the material and that such signature does not indicate agreement with the contents of the material.

When an employee wishes to review his/her personnel file, the employee shall submit a request in writing and schedule a mutually acceptable appointment with the Human Resources Office. The employee, if he/she so wishes, may have a Union representative present. The State shall allow each employee in the bargaining unit the right, upon request, to review the contents

of their personnel file. Material including references obtained relative to an employee's initial appointment shall be considered confidential and not subject to review by the employee.

Disciplinary action may include any of the following, where appropriate:

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

If an employee is being questioned by a supervisor or management official on a matter which indicates the possibility of disciplinary action resulting, the employee will be permitted to have a Union representative present.

ARTICLE XI SICK LEAVE

11.1 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 work due to personal illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill; provide, however, that sick leave for family illness shall not exceed ten (10) working days during a calendar year. The definition of Immediate Family for the purpose of sick leave and bereavement leave shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

11.2 Employees whose basic work week is either thirty-five (35) hours or non-standard shall accrue four (4) hours for each bi-weekly period of service;

employees whose basic work week is forty (40) hours shall accrue five (5) hours for each bi-weekly period of service.

11.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five (35) hour schedule or non-standard schedule, and 1000 hours (125 days) for an employee assigned to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

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

A 35-hour a week employee or a non-standard employee shall be entitled to receive a full pay for 50% of all accrued sick leave over 390 hours, up to and including 630 hours and 75% pay for all accrued sick leave over 630 hours, up to and including 875 hours.

A 40-hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours, up to and including 1000 hours.

11.5

(a) For each discharge of leave of three (3) to less than five (5) consecutive days, the employee's appointing authority shall require, and the worker shall provide, a properly completed Employee Certification of Necessary Absence Form (Affidavit) as provided in the Appendix of this Agreement.

(b) For each discharge of leave of five (5) or more consecutive days, the employee's appointing authority shall require, and the employee shall provide properly completed employee and physician portions of the

appropriate United States Department of Labor form (currently WH-380-E, WH-380-F, WH-384 or WH-385) as provided in the Appendix of this agreement.

(c) In order for the appointing authority to designate an absence as FMLA qualifying leave, the employee must provide the appropriate federal form referenced in (b).

(d) Nothing herein exempts the employee's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.

(e) Notwithstanding the above, the appointing authority, upon reasonable suspicion of leave abuse, may request a properly completed form (as referenced in (b)) for any and all paid or unpaid absences for medical reasons regardless of the duration and the employee will be required to provide such documentation.

(f) To protect employee privacy rights, all documents containing confidential medical information are maintained as confidential medical records and are kept in separate, secure medical files in the Human Resources Service Center office. Access to these records is restricted as provided by law.

(g) Nothing herein shall adversely affect an employee's right to leave under either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible employee's leave under such laws.

(h) Nothing herein shall be construed to conflict with G.L. 1956 § 36-4-63.

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

- (a) Four (4) days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, brother or sister;
- (b) three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household;
- (c) one (1) day in the case of the death of an aunt, uncle, sister-in-law, or brother-in-law.

If more than the above days of bereavement leave are needed, such additional time must be charged to annual or personal leave. Sick leave requests must be in accordance with the provisions of Article 11 Sick Leave.

11.7 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

- A. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- B. It is agreed that pregnant employees who have exhausted their sick leave accruals, or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months nor

more than twelve (12) months and may be extended by mutual consent, and an early return by the employee may be made upon the completion of a minimum of three (3) months and written notice of thirty (30) days to the appointing authority.

C. A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

D. Parental leave shall be defined as leave without pay for the purpose of child raising and shall be made available to all employees, male or female, covered by this agreement. Such leave shall not exceed six (6) months.

11.8 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation laws, he shall be granted sick leave in accordance with the rules applicable hereto, in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his 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 leave without pay.

11.9 Any employee whose employment requires exposure to X-rays and/or gamma rays or other unusual employment hazard shall be granted special sick leave credits not to exceed 120 hours in a calendar year if he is a 40-hour employee or 105 hours in a calendar year if he is a 35-hour or non-standard employee. Such sick leave credits shall be available and sick leave granted upon the approval of the Personnel Administrator or the written recommendation of the appointing authority. Such recommendations shall be

based upon a determination by blood tests or other approved methods 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.

11.10 Transitional Employment: Consistent with the provisions of the Collective Bargaining Agreement, the parties recognize the desirability of temporary light duty assignments as a means of returning injured workers to productive employment and to facilitate the employee's return to full duty in their assignment. The State in agreement with the local Union may identify transitional employment for injured employees, including those with work or non-work related injuries, and those with occupational disease as set forth in R.I. Gen. Laws § 28-34-1 *et seq.*, who medical restrictions prevent or limit performance of full job duties and responsibilities within the following parameters:

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

If no transitional employment is available in the employee's classification, the employee may be offered temporary work outside her/his classification with the agreement of the Union. Transitional assignments shall be reviewed on a regular basis. The review intervals shall be agreed upon by the State, the Union, and the employee. The transitional employment period shall not exceed six (6) months unless extended by mutual agreement of the State, the Union, and the employee and contingent upon supporting medical documentation.

If the employee cannot return to his/her classification and/or assignment based upon medical verification, the State may offer him/her

education, training or other programs to assist the employee to obtain other employment opportunities in accordance with the Collective Bargaining Agreement and the Merit System Law.

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

11.11 Sick Leave Committee. 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.

11.12 Sick Leave Bank

1. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in the bargaining unit covered by the Agreement.
2. Each Sick Leave Bank Committee shall be composed of six (6) members, three (3) of whom shall be appointed by the President of the Union and three (3) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Each Sick Leave Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by

majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

3. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:
 - A. 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.
 - B. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).
 - C. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
 - D. Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
 - E. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute up to eight (8) hours of sick leave if assigned to a forty (40) hour work week and up to seven (7) hours of sick leave if assigned to a thirty-five (35) hour work week.

- F.** An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
 - G.** 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.
 - H.** Part-time employees may participate on a pro rated basis.
- 4.** Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.
 - 5.** If during the calendar year the Sick Leave Bank falls below three fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of up to one additional day (8 hours or 7 hours) from those employees who made a contribution for that calendar year.

ARTICLE XII HOLIDAYS

12.1 The following shall constitute the official paid holidays to be granted to each employee in each year: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Armistice Day, Veterans Day, Thanksgiving Day, any day on which a general election of State officials is held as Election Day, Christmas Day, any day which the Governor shall appoint as a holiday, any day which shall hereafter be appointed by the General Assembly to be a holiday.

12.2 If a holiday falls on a regularly scheduled work day, the employee shall be entitled to the day off and shall be paid for the number of hours in his official work schedule for that day.

12.3 Whenever an employee in a standard or non-standard work week is required to work on a holiday, which falls on their regularly scheduled work day, they shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. The employee reporting for work will be compensated for a minimum of four (4) hours at straight time or for the hours actually worked at the time and one-half rate, whichever is greater.

12.4 If a holiday falls on one of an employee's regularly scheduled days off, he shall be paid for the number of hours for one day in his official work schedule. The hours for which payment is made for this day shall not be used in the computation of overtime.

12.5 Whenever an employee is required to work on a holiday which falls on one of his scheduled days off, he shall be paid for the number of hours for one day in his official work schedule, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. The employee reporting for work will be compensated for a minimum of four (4) hours at straight time or for the hours actually worked at the rate of one and one-half times, whichever is greater.

12.6 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 his absence on this date.

12.7 If the General Assembly eliminates a holiday the employees covered by this contract will be given an additional personal leave day. If the General Assembly subsequently adds a holiday, the additional personal day will be withdrawn.

12.8 The parties agree that for the purpose of overtime pay under this Article Christmas, New Year's Day, Fourth of July and Veteran's Day holidays shall be observed on Saturday or Sunday in those years when such holidays fall on Saturday or Sunday rather than on Monday as provided for by RIGL. 25-1-1 et seq. The parties further agree that when such holidays fall on Saturday or Sunday, employees who would have otherwise received overtime holiday pay for working on Monday, if the holiday were being celebrated on that day, shall not receive such pay but shall receive their regular rate of pay for that day. This provision shall not apply to employees whose regularly scheduled work week is Monday through Friday.

**ARTICLE XIII
VACATIONS**

13.1 On January 1st of each year, employees shall be credited with certain vacation hours in accordance with the following schedule. The hours which are designated as up-front hours shall not be subject to the accrual formula. The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following formula:

<u>Years of Service</u>	<u>Up Front Hours</u>		<u>Hours Subject to Accrual</u>		<u>Total</u>	
	<u>NS/35 Hrs.</u>	<u>40 Hrs.</u>	<u>NS/35 Hrs.</u>	<u>40 Hrs.</u>	<u>NS/35 Hrs.</u>	<u>40 Hrs.</u>
At least 6 mos. but not more than 5 yrs.	14	16	56	64	70	80
At least 5 yrs. but not more than 10 yrs.	14	16	91	104	105	120
At least 10 yrs. but not more than 15 yrs.	28	32	98	112	126	144
At least 15 yrs. but not more than 20 yrs.	28	32	112	128	140	160
At least 20 yrs. but not more than 25 yrs.	63	72	119	136	182	208
Twenty-five years or more	63	72	133	152	196	224

ACCRUAL FORMULA

<u>HOURS SUBJECT TO ACCRUAL</u>		<u>Rate</u>
<u>NS/35 Hrs.</u>	<u>40 Hrs.</u>	
56	64	.0308
91	104	.0500
98	112	.0538
112	128	.0615
119	136	.0654
133	152	.0731

13.2 "Up Front Hours" shall be indicated on the employee's time card as well as on the Accrued Hours Quarterly Statement. The employee's balance of vacation entitlement shall be indicated by separate entry on the Accrued Hours Quarterly Statement.

In the event that an employee's work week schedule is changed from a standard forty (40) hour work week to a standard thirty-five (35) hour work week or in the event that an employee's work week is changed from a standard thirty-five (35) hour work week to a standard forty (40) hour work week, his/her accrued hours shall not be adjusted to reflect an equivalent number of hours vacation in the new work week schedule. For example: if any employee is entitled to a total of 140 hours vacation in a standard forty (40) hour work week, and the employee changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent number of vacation hours that would have been accrued in a standard thirty-five (35) hour work schedule. Conversely, if an employee assigned to a thirty-five (35) hour work week is changed to a standard forty (40) hour work week, his/her accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hours vacation that would have been accrued in a standard forty (40) hour work week schedule.

When an employee reaches the required number of years of service, which would increase his/her vacation entitlement, the State agrees to add without regard to accrual the additional up-front days on account of the increase in vacation entitlement. For example: an employee who reaches twenty (20) years of service on September 1st would have five (5) additional vacation days added to his/her total of earned vacation credits. The balance of any increase shall be brought to accrual.

13.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall on such termination be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

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

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

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

13.7 A. An employee who becomes ill during the course of his vacation shall be given an opportunity to change his vacation to sick leave, if he so desires, with the condition that he file with the proper appointing authority a physician's certificate upon his return to work confirming the illness.

B. If an employee has a death in the family that is covered by the bereavement article during his vacation then the employee can change the vacation days to bereavement days.

13.8 Employees may be allowed to carry over, from one year to another year, not more than the vacation time accrued and credited in a two (2) year period. Provided, however, that all vacation time that is carried over, in excess of the amount of vacation time that can be accrued in a one (1) year period, shall not be subject to the cash out provisions of Article 13.3

ARTICLE XIV EDUCATION LEAVE AND ADVANCE DEGREES

14.1 When Federal funds have been appropriated to the Department of Environmental Management for education and training of personnel in the bargaining unit, and such funds provide for the total salaries of participating personnel and tuition costs, the appointing authority will notify the Union and may, consistent with the Department staff requirements, determine the number of employees who may be approved to participate in such education and training programs. The appointing authority will establish the criteria for eligibility and the conditions applicable for participation in such program.

14.2 Part-time Education Leave: Employees within the bargaining unit will be allowed to participate in part-time educational courses. Such courses must be approved by the appointing authority as being job-related. The State agrees to pay the full tuition cost of such courses. Where such courses are not available outside the employee's normal working hours, a maximum of up to ten (10) employees may each be granted up to one-half day per week to attend such courses.

No more than two (2) employees from each section will be granted administrative leave at the same time. Selection of employees applying to attend such courses will be made on the basis of bargaining unit seniority in each respective section. No employee will be permitted to take a second course until all employees in that section of the bargaining unit, who wish to participate, have had the opportunity to take one (1) approved course. Employees cannot be granted administrative leave if such leave would

significantly affect the ability of the employee's section to provide the services for which the section is responsible.

Applications for such leave must be submitted at least thirty (30) days in advance of the start of the course, provided the course is offered in sufficient time to allow for a 30 day notice. Administrative leave will be for a maximum of one-half day per week and shall be granted only when the course in which the employee is to participate is not available outside the employee's normal work schedule. There shall be no limitation on the number of employees entitled to take the job-related courses following the completion of the work day.

ARTICLE XV INCLEMENT WEATHER / EMERGENCIES

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

1. The Department of Administration shall determine the designated starting time of the emergency.
2. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave or sick leave. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.
3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one-half for each hour worked commencing at the designated starting time of the emergency as determined by the Department of Administration.

**ARTICLE XVI
CALL IN TIME**

16.1 Employees who are called in to report to work after having left their place of employment and outside their regular scheduled work hours, and employees who are notified prior to the expiration of their shift that they are being called in to work before the start of their next scheduled work shift shall receive not less than four (4) hours pay at their overtime rate; provided, this four-hour minimum shall not apply when such employees work continuously into the start of their next regular work shift and will not apply to a single call where an employee works continuously into his assigned shift.

**ARTICLE XVII
NO STRIKES OR LOCKOUTS**

17.1 The Union and its members will not cause, call or sanction any strike, work stoppage or slowdown, nor will the State lockout its employees within the bargaining unit during the term of this agreement.

17.2 It is agreed that all provisions of this agreement are binding on each of the individuals covered by this contract and on the State.

**ARTICLE XVIII
SEVERABILITY**

18.1 In the event that any article, section or portion of this Agreement, or any arbitrator's decision rendered under the terms of the Agreement, is found to be invalid by a decision of tribunal of competent jurisdiction or is unreasonably inconsistent with national policy of wage and price controls, or shall have the effect of loss to the State of funds made available through Federal law, then such specific arbitrator's decision, article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for such article, section

or portion. The parties agree to use their best efforts to contest any such loss of Federal funds, which may be threatened.

ARTICLE XIX SAVINGS CLAUSE

19.1 Except as otherwise expressly provided for in this agreement, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State during the term of this agreement.

ARTICLE XX ALTERATION OF AGREEMENT

20.1 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 Chapter 36-11 of the Rhode Island General Laws and constitutes the entire agreement between the parties for the duration of the life of said agreement. The parties agree that after execution of this agreement, the agreement may be altered or modified only by the mutual consent of the parties, and any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

20.2 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 XXI TECHNOLOGICAL CHANGES

21.1 In the event the State introduces new equipment, methods and processes as a substitute for or replacement of present equipment, methods and processes, employees in positions (jobs) affected by such changes and innovations shall be given a reasonable period of time to train in the use of such new equipment, methods and processes.

**ARTICLE XXII
HEALTH AND WELFARE**

22.1 See, Appendix A.

**ARTICLE XXIII
GROUP LIFE INSURANCE**

23.1 It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by R.I.G.L. 36-12-6 of the General Laws of 1956, as amended. 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 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 annual compensation taken to the next higher multiple of one-thousand dollars (\$1,000.00) 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 such calendar year month following the date 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 birthday.
- d) The cost to the employee of such insurance shall not exceed the rate of twenty-five (25) cents bi-weekly for each one-thousand dollars (\$1,000.00) of his 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 XXIV
PERSONAL BUSINESS LEAVE**

24.1 Each member of the bargaining unit shall be entitled to 32/28* hours of personal leave with pay to attend to personal business per calendar year. Such leave may be used for personal religious observances.

Employees appointed prior to March 30 shall be entitled to 32/28 personnel leave hours as provided.

Employees appointed between April 1st and prior to July 1st shall be entitled to 24/21 hours personal leave as provided.

Employees appointed between July 1 and September 30 shall be entitled to 16/14 hours personal leave as provided.

24.2 Employees newly appointed between October 1 and December 31 shall be entitled to 8/7 hours of personal leave as provided in this Article.

24.3 Employees shall not be required to state the reason for personal leave. Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of division functions. Employees denied personal leave on Good Friday afternoon, the day before Christmas, or the day before New Year's Day due to "interference with the proper conduct of division functions" shall be entitled to take the half-day personal leave at another time. Personal leave shall not be carried over from year to year.

*32/28 means that an employee in a forty (40) hour work week shall receive thirty-two (32) hours or a proportional amount depending upon date of

appointment and twenty-eight (28) hours for a thirty-five (35) hour or non-standard work week or a proportional amount depending upon date of appointment.

24.4 Grievances arising out of this provision shall be filed directly with the Labor & Employment Practice Group; a hearing and decision shall be rendered within forty-eight (48) hours of the receipt of such grievance.

ARTICLE XXV CAR MILEAGE ALLOWANCE

25.1 Mileage will be paid at the rate set by the Internal Revenue Service.

25.2 During the normal scheduled work day, the State will consider an employee, who has within a reasonable period of time notified his/her appropriate supervisor of a breakdown of their privately owned vehicle while in transit on officially authorized State business, to be on work status in connection with the necessary repairs to said vehicle. Such work status for such purpose is not to be valid beyond the normal scheduled work hours of the employee affected.

ARTICLE XXVI MISCELLANEOUS

26.1 Employees not included in the recognized bargaining unit shall not perform work normally assigned to employees in the bargaining unit to displace said employees, except in an emergency situation as defined in Section 33.1(f).

26.2 The parties agree to make recommendations and to actively support such recommendations to the Legislature, which may be necessary to give force and effect to the provisions of this agreement.

26.3 The State agrees to notify the Union that it may submit its input to the Office of Personnel Administration, Examination Section, at the same time that such notices are sent to the proper appointing authority requesting its input.

26.4 The State shall supply to the Union all collective bargaining agreements it enters into after the effective date of this agreement upon receipt of a written request from the Union.

26.5 When a standard work-week employee is required to attend an evening or weekend meeting outside of his/her regular work schedule, the time reasonably needed to travel to and from shall be deemed as time worked.

26.6 Employee Outings: Employees, who desire to attend the annual outing, will be permitted two (2) hours of paid leave if they are scheduled to work on the day of the outing for the purpose of attending the outing. The balance of such leave may be paid by deduction from an employee's accrued vacation leave, personal leave or accrued compensatory time-off.

In the event all employees who have registered and purchased a ticket to attend the outing cannot be granted leave because of the necessity of maintaining sufficient staff to provide their services needed, or because such personnel absences would require overtime, employees will be granted leave on the basis of their primary seniority. Those who have registered and purchased a ticket to attend the outing but cannot be granted leave on the day in question will be granted two (2) hours of leave with pay at a later date.

26.7 Employee Evaluation: A joint committee composed of four (4) members, two (2) appointed by the State, and two (2) appointed by the President of the Union, will establish, implement and monitor a process by which employees and their supervisors discuss performance goals and evaluation with respect thereto.

The intent of the parties is to adopt existing models of employee evaluation forms to each department and to implement such process on or about July 2001.

No written forms or other aspects of the evaluation process shall be used to impose discipline, select for promotion, or assignment, or for any type of adverse personnel action.

Forms or documents applicable to individual employees shall not be public records and shall be protected by the principle of confidentiality applicable to employee personnel records.

26.8 The parties will continue discussions (not negotiations) over the State's proposal concerning the arbitration of statutory claims.

26.9 Dress Code: All office employees of the Department are encouraged to dress in an appropriate and professional manner. Men are encouraged to wear either suits or sports jackets, dress slacks and ties. Women are encouraged to wear dresses, suits, skirts or slacks and blouses. All employees are encouraged to wear footwear appropriate for a professional office. Additionally, all clothing shall be clean and not excessively worn, frayed, tattered, wrinkled, soiled or torn.

Business casual days are defined as less formal than normal business attire and are entirely optional. Business casual days will be at the discretion of the Director. Proper attire for a business casual day includes slacks, sport shirts, polo shirts and proper footwear. Shorts or beachwear is not permissible. Employees should use good judgment when choosing the attire for a business casual day. Employees who are due to meet with the general public or required to appear where business attire is expected are obviously still expected to dress appropriately.

ARTICLE XXVII SUB-CONTRACTING PROCEDURES

27.1 The State shall continue to provide work for employees in the bargaining unit and shall avoid insofar as is practicable, the sub-contracting of work

performed by employees in the bargaining unit on the date of this agreement, provided however:

The State agrees that upon considering sub-contracting of any work presently performed by an employee which would have an adverse effect upon job security, wage rate or classification status of an employee in the bargaining unit, it shall:

1. Notify the Union in writing of its intention six (6) months in advance of sub-contracting, and;
2. Meet with the Union prior to receiving bids or letting contracts for the purpose of discussing the problem during which discussion, the Union will be granted reasonable request opportunities to meet with the Director of Administration or to the appropriate State officials to discuss a desirability of sub-contracting and to develop and establish a mutually acceptable plan for protecting adversely affected employees. The State's assurance in the development of such plan would be to:
 - 1) Place employees affected by the sub-contracting into available jobs which they can perform;
 - 2) Place employees laid off on a preferred hiring list for recall;
 - 3) Prohibit the hiring of any new employees to positions which the affected employees could perform;
 - 4) Attempt to waive or modify any law or regulation which would in any way deny preferred treatment of affected employees. In the event that such a mutually acceptable plan is not resolved, either party may request the Federal Mediation and Conciliation Service to attempt to resolve the dispute. If such efforts do not provide a

mutually acceptable plan, the Federal Mediation and Conciliation Service shall recommend steps to be taken by the parties; but in any event, employees adversely affected by sub-contracting shall be enabled to utilize the seniority rights as established in this agreement;

- 5) The State will not sub-contract work capriciously.

ARTICLE XXVIII SENIORITY

28.1 It is hereby agreed that the parties hereto recognize seniority within a class of position in all cases of shift preference, transfer, days off, vacation time and holiday time.

28.2 (a) Classification seniority is defined as length of service within a class of position within the bargaining unit.

(b) State seniority shall be defined as the length of service in which an employee has worked for the State of Rhode Island.

(c) Two (2) unit representatives and two (2) Stewards as designated by the President or elected have the highest seniority of all employees in the bargaining unit for the purposes of layoff and recall only.

28.3 All new and vacant position to which recruitment is to be initiated shall be posted on bulletin boards in all work areas at special pre-designated posting sites selected upon recommendation of the Union and approval by the Appointing Authority so as to maximize awareness within the bargaining unit for a period of seven calendar days and notice of such vacancies shall be sent to the Union at the time of posting. Employees applying for such vacancies shall make a request in writing to the Personnel Officer or appropriate administrative officer of the agency where the vacancy exists, not later than three days after the posting period has ended. Interviews by the appropriate administrative official shall be mandated in the case of employees bidding for

vacant positions, provided such employees meet the eligibility requirement. As soon as personnel action forms are prepared by the agency to effect an appointment to a vacancy in the bargaining unit, the Union will be notified as to the name of the appointee and the effective date of the appointment. The appointing authority or his designee will provide the Union with the original six (6) certifications from a list of eligibles that have been forwarded to the agency by the Office of Personnel Administration for recruitment to a bargaining unit vacant position.

Effective upon the implementation of an electronic application system, Article 28.3 will be amended as follows: "All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union's Executive Director and local Union Presidents or other designated officials at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities website. Employees shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings."

Vacancies shall be filled from within the bargaining unit wherein the vacancy exists from the top six (6) bargaining unit seniority employees on the certified promotional list. Promotions shall be awarded on the basis of consideration of merit qualifications. Such factors include but are not limited to education, work performance, attendance, experience and character.

Where there are less than three (3) employees eligible for appointment from a certified promotional list, then any other suitable list of eligibles certified by the Office of Personnel Administration may be used and appointment shall be made from among the top six (6) bargaining unit seniority employees who may be eligible for appointment from said list.

Where there are less than three (3) eligible employees from within the bargaining unit covered by the contract on the certified list, an effort will be made to fill the vacancy from within the bargaining unit; however, selection shall not be mandated to be made from within said unit.

Where no lists exist for certification, an effort will be made to fill the vacancy from within the bargaining unit; however, selection shall not be mandated to be made from within said unit. An effort shall be defined as follows:

- (a) Posting of notice for vacancy to which recruitment is sought;
- (b) Accepting applications and a conscientious review of each applicant's qualifications;
- (c) Quantitative evaluation of the applicant's total past work experience, education, certifications, in-service training and documented preparation for positions of increased responsibility;
- (d) The relating of such qualifications and experience to the official required qualifications (knowledge's, skills and capacities) for appointment;
- (e) The character of the applicant;
- (f) The potential of the applicant to carry out the duties of the position;
- (g) The applicant's past attendance and work record;
- (h) The applicant's State service seniority.

The vacancy shall be filled within three (3) pay periods after the bidding is completed.

28.4 (a) Employees may bid for "a lateral transfer" to vacant positions within the bargaining unit on the basis of classification seniority. An employee so transferred shall not be eligible to again be so transferred until three (3) months have expired from the date of the latest transfer.

(b) During seasonal declines in the workload, the State shall continue to transfer, if necessary, for lack of work, some personnel to positions within the Department of Environmental Management or within some other agency of State government to the extent it is possible, during which time, they will enjoy the full seniority rights and benefits provided for by Local 400's contract. The parties agree that when such transfers occur, they will be of a temporary nature. In addition, the parties agree that if such transfers exceed three (3) months in duration, it will be by mutual consent of the parties only. During such transfers, the employee or employees affected shall continue to accrue full seniority within the bargaining unit covered by this contract, and shall not suffer the loss of any benefits to which members of the bargaining unit covered by this contract are entitled. When such transfers are made, the appointing authority or Personnel Officer shall notify the Union in writing of such transfer.

28.5 Layoff Procedure: Whenever the State decides on a layoff of persons covered by this Agreement, including a layoff due to job abolishment, such layoff must be reviewed and approved by the Director of Administration or by the Chief Executive Officer of an independent statutory authority, such as the Judiciary. All such layoffs shall be managed by the Office of Personnel Administration. Notification to the Union President Local 400 IFPTE will be sent fifteen (15) calendar days prior to sending any layoff notice. The following rules will apply to selection for layoff, bumping and recall:

1. "Seniority" under these rules always means State seniority.

2. Two weeks' notice of layoff shall be given to an employee so affected.
3. The least senior employee in a classification selected for layoff in a department, division, agency or unit will be identified for layoff.
4. Employees will have the right to bump a less senior employee in any class an employee chooses including their own for which such employee is qualified and able to perform in the bargaining unit. Bumping rights hereunder apply to an equal or lower class in the bargaining unit, but not to a higher class. Any employee who receives notice of a layoff shall have the right to accept the layoff and be placed on the recall list, or to exercise their bumping rights.
 - (a) In the application of (4) above, the State will attempt to waive or modify any law or regulation which would in any way deny preferred treatment for the employee to qualify for the position in which he can perform.
 - (b) Employees performing work in the bargaining unit shall not be required to perform work in any agency outside of their career field classification, except as provided by Section 28.4(b) or Section 28.7 of this contract.
 - (c) Notwithstanding any contrary provisions of this Article, both parties agree that the layoff and bumping process must take place concurrently rather than sequentially for all bargaining unit employees. The Union and the State shall meet in order to do the bidding "on paper" and that process should not take longer than six (6) weeks.
 - (d) Special Provisions: Employees will bring their current stats with them into whatever classification they are eligible to bump.

Employees who do not have permanent status, and who bump into a different classification will be required to serve a ninety (90) day probationary period. Progress reports will be issued after the first thirty (30) days, sixty (60) days and ninety (90) days. The State shall provide an orientation to employees who bump into the same or a lower classification. If an employee had permanent status in a lower class into which he/she bumps then he/she shall have permanent status in that classification.

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

If an employee fails the probationary period, such failure may be grieved by the Union. Absent mutual agreement between the employer, the Union and the employee, the employee must serve at least sixty (60) days of the ninety (90) day probationary period. For employees who do not pass the ninety (90) day probationary period, the State will have the option of offering to place such employee in any vacant position which the State deems available and appropriate for such employee in an equal or lower class, which a vacancy has been posted. The failure to offer any such vacancy shall not be subject to the grievance and arbitration procedure. If the State makes an offer which is accepted by such employee, with the consent of the Union, the failure of the State to offer such vacancy to any other employee shall not be subject to the grievance and arbitration procedure.

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

Employees covered by the R.I.G.L., as Amended, Section(s) 36-4-59, 36-5-7 or 36-5-8 who have had their position eliminated will retain the right to remain in State service in a comparable position with no reduction in salary or civil service status. The State will offer alternative assignments if available. If the employee chooses not to accept such assignments, the employee will be subject to the same bumping rules as listed under this section, without loss of salary or status. If any such employee is identified to be bumped under this article, the bumping employee will pass over such employee and will identify for bumping the next least senior employee.

28.6 Recall Rights: Employees affected by a layoff action, including employees who bumped, will be placed on an appropriate recall list and shall be recalled in order of State seniority.

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

In addition, an employee who has been actually laid off and is on the recall list will have recall rights to any other position for which such employee is qualified and able to perform, in an equal or lower class, provided such employee has indicated in advance a desire and willingness for the job in "parameters" established at time of layoff, and subject to completion of a ninety (90) day probationary period in the manner specified in subsection 5 in any class the employee has never had permanent status, with recourse to expedited arbitration. An employee who refuses three (3) recall offers to unrestricted positions shall forfeit all recall rights. Recall notices shall be sent by certified mail, return receipt requested.

No appointment may be made to any position covered by this Agreement in a class affected by layoffs set forth in the preceding paragraphs while an employee who has been laid off is available for recall and remains on the recall list.

The parties agree to make expedited arbitration without going through the grievance procedure, the exclusive procedure for resolving disputes over layoff, bumping and recall. Unpaid sick leave and personal leave accrued as of the date of the layoff will be frozen for three (3) years from date of layoff.

28.7 Reorganization: The Union recognizes the State's right to reorganize. The following parameters shall be followed by the parties when reorganization is necessitated by an Executive Order or legislation.

- (a) The State shall notify the Union President at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to reorganize.
- (b) The Union and the State shall meet within this fifteen (15) day period to review and discuss the State's plan for such reorganization and any proposed alternatives or changes.
- (c) That plan shall include a thirty (30) day notification to the affected employees prior to the implementation of the plan. The plan will identify those positions which the department intends to abolish, the new assignments and a list of vacant positions which the State intends to fill as those positions become available.
- (d) Affected employees shall be given the right to bid on new assignments by classification seniority.

- (e) Affected employees who have no available assignments within their classification will be offered vacant positions which the State intends to fill and which have been posted by State seniority in other classifications which they are qualified and able to fill, including positions of equal pay and positions in lower classes without loss of pay.
- (f) Any employees affected by reorganization who do not exercise seniority to fill any such available comparable assignment or vacancy without loss of pay will be allowed to bump the least senior employee not directly involved in the reorganization in classification within the bargaining unit using classification seniority. If the employee can not bump the least senior employee in class, the employee will bump the least senior employee in any class, in the bargaining unit, which such employee is qualified and able to fill. The employee bumped shall take whatever comparable assignment or vacancy is available without loss of pay, by State seniority. The rights of the bumping employee and of the bumped employee shall be to a position in an equal or lower class, but not in a higher class.
- (g) In cases where an entire operation is moved from one location to another, all affected employees will be redeployed.
- (h) In the event that the number of employees affected by reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by Article 28.5.
- (i) Assignment of bargaining unit work: No grievance shall be filed or supported by the Union alleging that bargaining unit work previously performed within the bargaining unit has been assigned outside of such bargaining unit pursuant to the implementation of a reorganization, unless it is in conjunction with a request for a Union

representative issue as a result of such reorganization. Such grievance would be held in abeyance by the parties until an official decision is issued by the Labor Relations Board or the inter-union dispute is resolved through an alternative dispute resolution procedure. In the meantime the Union which has the representation rights will retain such rights. In no event shall the Union seek nullification of the reorganization as a remedy for such grievance. This section shall be operative only with regard to labor organizations whose collective bargaining agreements contain similar language. Nothing in this Section shall prevent the Union from subsequently pursuing issues under Article 26.1 based on nullification of the reorganization plan or other such drastically changed circumstance.

- (j) Any reclassification of existing bargaining unit classifications must be done through negotiations between the parties.
- (k) Any changes in shifts and/or days off only, shall not constitute reorganization under this Article and must be done under Article 5 of this Agreement.

28.8 The probationary period shall mean 130 days worked. Employees appointed from employment or promotional lists shall serve a probationary period of six (6) months, during which time the appointing authority shall report to the Personnel Administrator every sixty (60) days concerning the work of the employee; and at the expiration of the probationary period, unless the appointing authority files with the Personnel Administrator a statement in writing that the services of the employee during the probationary period have not been satisfactory and that it desired that he not be continued in the service, he shall receive permanent status in his classification. Each new employee not appointed from a list shall be considered a temporary employee.

28.9 Any employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications or for the good of the service. It is intended that "probationary period" in the above sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.

28.10 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 employment;
- (c) When an employee fails to respond to a recall notice;
- (d) When an employee fails to notify his appointing authority or designee, of his absence from work within three 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 work without authorization while on leave of absence;
- (g) When an employee is laid off in excess of three (3) consecutive years;
- (h) Any employee leaving the bargaining unit for another State position shall continue to accrue seniority for a period not to exceed twelve (12) months. In the event said employee returns to the bargaining unit after the twelve-month period has lapsed, seniority shall be considered broken and the employee shall commence to accrue seniority from a zero base as of the date of return to or transfer back to the bargaining unit.

28.11 Tie Breaking: In the event that it is necessary to break a tie under Section 28.2(a), the following process shall be used:

(a) For employees appointed to his/her current positions prior to August 1, 1985, Seniority ties shall be broken as follows in the following order:

- 1) Primary Seniority - if primary seniority is tied, then the tie shall be broken by State seniority.
- 2) If State Seniority is tied, then the tie shall be broken by reference to the employee's ranking on the promotional list if one is available. State Seniority shall be defined as the length of service an employee has worked for the State.
- 3) If the tie cannot be broken by reference to position on the promotional list, then the tie shall be broken by a lottery which shall be conducted by the Union and the State.

(b) For employees appointed to a position after August 1, 1985, Seniority Ties shall be broken in the following order:

- 1) By reference to the employee's ranking on the promotional list, if available; if there is no list then that tie shall be broken
- 2) By the use of a lottery which shall be conducted by the Union and the State.

ARTICLE XXIX WORKING OUT OF CLASSIFICATION

29.1 When an employee is required in writing or orally by the appointing authority or his/her designee to work in a higher class of position for a period of more than three (3) consecutive working days, such employee shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one (1) step over his/her present rate retroactive to the first day of such

assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within twenty-four (24) hours of said direction, and an employee may refuse such assignment if he/she does not receive such written authorization or direction.

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

A three-day rule assignment for a bargaining unit position that is created by illness leave, injury leave, workers compensation leave, military leave or other leave where the employee has not vacated the position ("Encumbered Positions") will not exceed twelve (12) months. If at the end of the twelve (12) month period, the vacated position remains an Encumbered Position, the State may fill the position with additional three-day rule assignments of other employees. If at the end of the twelve (12) month period the position is not Encumbered, it will be posted as a vacant position in accordance with Article 28.3 of the collective bargaining agreement, provided the position is funded and approved to be filled. The twelve (12) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

A three-day rule assignment for a bargaining unit position that is created by termination, resignation or retirement will not exceed nine (9) months. Thereafter it will be posted as a vacant position in accordance with Article 28.3 of the collective bargaining agreement provided the position is funded and approved to be filled. The nine (9) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

If at the end of the 3-day rule assignment period the position the employee is assigned to is not approved and funded, the assigned employee will

be returned to their original pre-3-day rule assignment. Such positions will not be filled with another three-day rule assignment.

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

ARTICLE XXX
CLASSIFICATION AND COMPENSATION

30.1 If the Union and/or the employee believe the employee is improperly classified, the Union and/or the employee may request a job study of the employee's position. The agency will forward the request to the Office of Personnel Administration (Classification) for appropriate action. The Office of Personnel Administration will conduct a job study of the position in question and a full copy of the job study will be provided to the employee and the Union within ninety (90) days from the date the request is received by the Office of Personnel Administration. The decision rendered by the Office of Personnel Administration is not subject to the grievance and/or arbitration procedure(s). The Union will be notified of any request by an employee for a job study for his/her position.

In the event that it is found the employee is in fact working out of classification, one of two options shall take place:

1. The employee will receive the position in accordance with the appropriate administrative budgetary/personnel procedures to the position that best represents the duties performed by the employee, or;
2. Inform the employee he/she is not to perform the duties other than those required of the class specifications for said position.

Should the state implement the option 1 above for the incumbent, this shall not be construed to be a "new or vacant position" subject to Article 28, Section 4.

30.2 An employee or the Union may not request a subsequent job study of the same job assignment within a twelve (12) month period after any completed or adjudicated result.

ARTICLE XXXI RETIREMENT

31.1 It is agreed by the parties hereto that all employees covered by this agreement shall be the recipients and beneficiaries of all retirement benefits contained in the General Laws of the State of Rhode Island, as amended from time to time, as well as, of any rules and regulations or determinations made by the State Retirement Board as set forth in Title 36, Chapter 8 of the General Laws of the State of Rhode Island as it pertains to said Board's establishment of rules and regulations for the administration and transaction of the business of the retirement system.

31.2 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. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

ARTICLE XXXII SALARY SCHEDULE

32.1 It is agreed that all employees covered by this agreement shall receive a salary in accordance with the pay plan set forth in Paragraph 32.5.

32.2 (a) An employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the

probationary period of one-hundred and thirty (130) days worked and shall receive an additional one-step increase each year thereafter until he has reached the maximum of his grade.

- (b) An employee with temporary status shall receive a one-step increase after one-hundred and thirty (130) days worked and after each year of service thereafter in his classification until he has reached the maximum of his grade.

32.3 Each employee shall be granted longevity increases according to the following schedule:

<u>Years of Service</u>	<u>Percentage Increase on Base Rate</u>
5	5%
11	10%
15	15%
20	17.5%
25	20%

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.

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

1. Persons employed prior to July 1, 2001, referred to in 32.4 above, may retain the increment but shall be eligible for only one such

increment, under the Incentive In-Service Training Program, during the course of his/her employment with the State.

2. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to DOA's Office of Training and Development a written form giving up career increment retention under Paragraph 1.
3. Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their careers, subject to the following:
 - a. Each earned increment shall be retained for not more than four (4) years; and
 - b. Each employee shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three (3) years or more after final payment of the previously earned increment.
4. The employee is solely responsible for submitting the appropriate documentation to the Office of Training and Development (OTD) for each incentive course completed. Upon receipt of the final credit from the employee, the OTD will issue a Certification of Incentive completion to the Department for the one-step pay increment to be effective at the beginning of the next pay period.

32.5 Wages: Pay Reduction

All employees shall receive a one day pay reduction (equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) which will be effective for one (1) payroll period during June 2009 as designated by the State.

Employees so affected will be entitled to accrue one (1) additional day of paid leave during that payroll period. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this additional paid leave during any payroll period following the payroll period in which it was earned and/or elect cash payment for that one day in the fiscal year beginning July 2010 and until June 30, 2012. Any hours not discharged or paid as of June 30, 2012 will be lost.

Balances of accrued vacation, sick and "deferred vacation" leave shall be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during this salary reduction period.

Employees completing their in-service training incentive credits during the salary reduction period will be awarded the appropriate salary adjustment based on the pre-reduction rate of pay.

The State may waive the right to a pay reduction if there is sufficient funding.

- (a) There shall be an across-the-board base wage increase of 2.0% effective January 1, 2018.
- (b) There shall be an across-the-board base wage increase of 2.5% effective January 1, 2019.
- (c) There shall be an across-the-board base wage increase of 2.0% effective July 1, 2019.
- (d) There will be an across-the-board base wage increase of 1% effective January 1, 2020.

32.6 When an employee has received additional compensation for which he/she is not entitled, the State shall recover such overpayment at the rate of ten percent (10%) of the overpayment or \$100.00 whichever is the lesser per pay period, until the amount of the overpayment is fully recovered. The State shall notify the Union when an overpayment has occurred prior to recovering the overpayment.

**ARTICLE XXXIII
MANAGEMENT RIGHTS**

33.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the State and the employees are vested solely in the State.

For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this Agreement (including the grievance procedure) and consistent with the applicable laws and regulations:

- A.** To direct employees in the performance of official duties;
- B.** To hire, promote, transfer, assign and retain employees in positions within the bargaining unit and to suspend, demote, discharge or take other disciplinary action against such employees;
- C.** To maintain the efficiency of the operations entrusted to it;
- D.** To determine the methods, means and personnel by which such operations are to be conducted;
- E.** To relieve employees from duties because of lack of work or for legitimate reasons;
- F.** To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstances or a

combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

**ARTICLE XXXIV
MILITARY LEAVE**

34.1 Every employee covered by this contract who has left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, when any of the foregoing units are called to active Federal duty, or by reason of enlistment, induction, commission or otherwise) is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (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.

34.2 For the first sixty (60) calendar days of such absence, each such employee who has been employed for one-hundred eighty (180) or more calendar days within the twelve months next preceding such entrance into the armed forces shall be paid by the State the difference between the employee's State salary and military base pay.

34.3 Employees who are called up to military duty in defense of our Nation and mobilized in excess of sixty (60) days shall be paid the difference between the employee's State salary and military base pay for as long as the employee remains deployed on active duty. If the employee provides documentation of his/her military base pay rate, the State shall provide for payments under this Section on an on-going basis through direct deposit or other payment method.

The employee shall notify the State at the conclusion of the period of mobilization, so that adjustments may be made to reflect actual military base pay received. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

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

34.5 Employees on paid leave, described in paragraphs 34.2 and 34.3 above, shall accrue sick leave and annual leave credits as would have accrued while working in said position.

34.6 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

34.7 At the conclusion of such military leave of absence, the employee shall be returned to his/her position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such return may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulation shall be carried over to the credit of the employee.

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

**ARTICLE XXV
MILITARY TRAINING LEAVE**

35.1 Employees covered by this contract, 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 (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, he shall be granted leave without pay for this purpose.

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

35.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

**ARTICLE XXXVI
JURY LEAVE**

36.1 Every employee in the bargaining unit who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay, whichever is greater.

36.2 Every employee covered by this agreement who is required to testify as a witness for the State or in any case as a result of the employee's official duties as a State employee, said employee shall receive for the period of time required as a witness, his regular pay or witness fee, whichever is greater.

36.3 Every employee covered by this agreement, who is subpoenaed to appear in court on State business on a day off or during vacation shall be compensated for the time expended.

36.4 Any employee who expends time in accordance with this section shall be paid at the rate of time and one-half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

ARTICLE XXXVII TESTING

37.1 Employees who have the education and/or experience or have been previously admitted to the subject examination; or if the examination is for a position in the same pay grade or lower shall be given administrative leave to take such civil service examination upon timely application.

ARTICLE XXXVIII LEAVE WITHOUT PAY

38.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reason of personal illness, disability, educational improvement or other purpose deemed proper and approved by the appointing authority and the Personnel Administrator. Approval of such leave shall not be unreasonably withheld.

38.2 At the expiration of such leave, the employee shall be returned to the position from which he is on leave at the same step of the then current range for his class of position.

38.3 Employees returning from an authorized leave for educational improvement must return to their current position for a period of one (1) year and remain in State service for two (2) years. In the event said employee fails

to comply with these obligations, he/she (not the Union) will be required to reimburse the State for the full amount expended by the State, including the cost of health insurance. In the event that an employee leaves State employment within two (2) years, such amounts will be pro-rated based on the months of service. The State shall deduct the due amount from any paid leave accruals otherwise due upon separation from the employee's debt to the State.

38.4 An employee shall discharge all applicable accrued leave before being granted leave without pay, however, at the employee's discretion they may choose not to discharge up to one (1) week sick leave, one (1) week vacation leave, R0, R1 days and four (4) personal days.

ARTICLE XXXIX PARITY

39.1 Subsequent to the ratification of this Agreement by the Union, any health insurance co-share agreement agreed to by the State through negotiations, by the Director of the Department of Administration, or designee, shall be offered to the Union as an alternative to the co-share provision contained in Article XXII. Any such alternative agreement shall be applicable on a prospective basis only, provided the alternative co-share agreement is applied to all bargaining unit employees who are entitled to health, dental and/or vision care benefits. In the event a more favorable health insurance co-share agreement is directly related to concessions made by other labor organizations, the Union shall have the option of making concessions of equal value in order to qualify for the more favorable co-share agreement.

39.2 Notwithstanding any provision in the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, dental insurance plan design, prescription drug plan design, co-share charges for health insurance, dental insurance or vision care insurance, employee

waiver payment or wages, based on the terms of the collective bargaining agreements between the State and either the Howard Union of Teachers or the Rhode Island Troopers Association.

**ARTICLE XL
STUDY GROUP**

40.1 The parties agree to the formation of a statewide joint labor and management Study Group to work cooperatively to identify and recommend areas of potential savings in State Government, including but not limited to the use of contracted services. Three (3) members shall be appointed by the State and three (3) members shall be appointed by and on behalf of all the Unions representing State employees. The Director of Administration (or his designee) shall preside over the meetings. This committee shall be formed within thirty (30) days after the signing of this agreement.

**ARTICLE XLI
TERMINATION OF AGREEMENT**

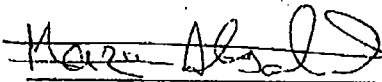
41.1 This agreement shall be in force from July 1, 2017 through June 30, 2020. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) 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 (10) days prior to the termination date.

41.2 In witness whereof, the parties hereto have set their hands this _____ day of _____, 2018.

FOR THE STATE:

FOR THE UNION:

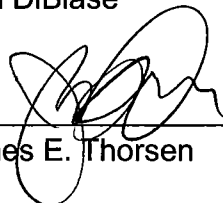
Gina Raimondo
Governor



Mazen Alsabe
President,
Local 400 IFPTE

Michael DiBiase
Director of Administration

James E. Thorsen, Director, Department of Administration on behalf of Governor Gina Raimondo and Michael DiBiase



James E. Thorsen

**APPENDIX A
(Health Insurance)**

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.

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

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

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

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

- (1) Preventive care office visits are covered in full;

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

Anchor Plan:

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

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

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

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

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

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

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

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

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

HSA Plan:

- (1) Preventive care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - coinsurance after deductible;
- (3) Specialist office visit copay - 10%/30% after deductible. (Higher specialist coinsurance applies without referral under PCP Coordination of Care);
- (4) Chiropractic care - coinsurance after deductible;

(5) Diagnostic tests (X-rays, blood work) -- coinsurance after deductible;

(6) Imaging (CT/PET Scans, MRIs) -- coinsurance after deductible.
(Covered in full after deductible if an imaging center is used);

(7) Inpatient hospital -- coinsurance after deductible;

(8) Outpatient surgery -- coinsurance after deductible;

(9) Mental Health/Substance Use Disorder -- in-patient: coinsurance after deductible, outpatient: coinsurance after deductible;

(10) Emergency room copay -- coinsurance after deductible;

(11) Ambulance -- coinsurance after deductible;

(12) Urgent care copay -- coinsurance after deductible;

(13) Physical therapy, occupational therapy and speech therapy copay -- coinsurance after deductible.

1. If two State employed spouses hired on 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 earner of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

2. 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.

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

For full time employees:

Effective October 5, 2014:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$49,670	15%
		\$49,670 to less than \$95,481	20%
\$95,481 and above	25%	\$95,481 and above	25%

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

Eligible part time employees (scheduled hours <35.0 for a 35.0 hour position or <40.0 for a 40.0 hour position) shall contribute toward the cost of health care coverage based on a percentage of premiums for either the

individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

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

Effective January 1, 2018:

For full-time employees:

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

For part-time employees:

Individual or Family Plan	
Less than \$91,800	20%
\$91,800 and above	35%

Effective January 1, 2019:

For full-time employees:

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

For part-time employees:

Individual or Family Plan	
Less than \$94,095	20%
\$94,095 and above	35%

Effective July 1, 2019:

For full-time employees:

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

For part-time employees:

Individual or Family Plan	
Less than \$95,977	20%
\$95,977 and above	35%

Effective January 1, 2020:

For full-time employees:

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

For part-time employees:

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

- The employee waiver shall be \$1,001 (prorated at \$38.50 per pay period).
- Employee Drug Co-Pay: Effective January 1, 2019, the following in-network co-pays shall be in effect:

Anchor Plus Plan and Anchor Plan:

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

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

The drug copay by mail order shall be as follows:

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

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

Anchor Choice with HSA Plan:

On the Anchor Choice with HSA Plan, 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:

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

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

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

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

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

7. Dental and Vision Programs:

A. Dental: The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 through December 31, 2018.

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

The State will offer benefit enhancements, including two buy-up options.

Said modified plan enhancements shall include:

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

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

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

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.

8. 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. Wellness Incentives

In addition to the Diabetes Prevention Program, the following wellness incentives shall be available to employees up to a maximum of \$1000 per year.

A. 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 years (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. Annual Preventative 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 in the State's medical plan shall be eligible to participate in the Annual Preventive Exam Incentive. Employee policy holders participating the State's medical plan whose spouse obtains a qualifying preventive exam during an exam year will receive an annual one-

time \$250 reduction in medical insurance co-share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventive exams obtained during an exam year shall be awarded to active employees whose spouses participate in the State's medical plan in the second half of the calendar year following the exam year.

C. Diabetes Prevention Program (DPP) Completion Incentive

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

10. 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 terms of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers such voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement.

11. The State and the Union 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.

12. The State will not cancel the health insurance of a covered spouse/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 spouse/dependent(s) pays the premium co-share applicable to the continuing coverage.
13. 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.

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 Local 400, International Federation of Professional and Technical Engineers, AFL-CIO & CLC (the "Union") (collectively the "Parties").

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

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

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

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

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

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

1. Mid-Term Discussions/Bargaining

Provided the report is completed by June 30, 2015, the Parties agree that they will meet and confer over the recommendations in the Report. Statutory impasse procedures of RIGL 36-11 shall not apply to the Parties' agreement to meet and confer. By entering into this MOA, neither party waives any rights it has. In no event will the implementation of recommended changes result in the decrease in an employee's base wages.

2. Mutual Cooperation

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

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

LETTERS OF UNDERSTANDING

The parties have agreed and the following Letters of Understanding supersede all prior Letters of Understanding appended to prior agreements:

1. Reorganization-Disputes Between Unions

In the event that a question of Union representation arises between Local 400 and another labor organization as a result of reorganization, the following guidelines will apply:

- A. The State will seek other unions representing State employees to follow these guidelines.
- B. All parties will urge the Labor Board to issue a prompt decision.
- C. Union representation will remain unchanged until the decision of the Labor Board.
- D. Pending the result of the representation dispute, Local 400 will meet jointly with the State and the other labor organization so agreeing, to bargain jointly over issues impacted by the reorganization, such as, for example, the distribution of overtime.
- E. Although the parties would prefer a Labor Board decision, if the Labor Board has not decided the representation dispute within three (3) months, Local 400 may participate in a joint submission together with the other labor organization so agreeing, to binding arbitration of the representation dispute.

2. Classification Inequities

The parties agree that representatives of Local 400 may meet with representative of the State to discuss possible classification inequities. The

State following such discussions may in its sole discretion undertake a study(ies) of the duties and responsibilities of the subject classification(s) in the bargaining unit.

The State reserves the right in its sole discretion following such discussions and studies whether to implement any recommendation(s) forthcoming.

MEMORANDUM OF AGREEMENT

Non-Wage Proposals

The parties agree that all other language issues will be withdrawn, but that the contract can be reopened effective July 1, 2010 to negotiate non-economic language issues unrelated to the terms and conditions agreed to herein.

Nothing shall prevent the parties from voluntarily reaching agreement on other non-economic issues at any time.

All other written terms and agreements of existing contracts, Memoranda of Agreement or Understanding, etc., neither addressed herein nor inconsistent with the provisions of this memorandum of settlement will remain in full force and effect for the term of this Agreement.

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).

MEMORANDUM OF UNDERSTANDING
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 with 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. Dispute 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.