

TENTATIVE AGREEMENT BETWEEN NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES LOCAL 79 AND STATE OF RHODE ISLAND

National Association of Government Employees Local 79 (the "Union") and the State of Rhode Island ("State") tentatively agree to the following changes to the Collective Bargaining Agreement subject to ratification by January 20, 2015.

1. Article II-Non-Discrimination Clause

Amend 2.1

The State and the Union agree not to discriminate in any way against employees covered by the agreement on account of race, religion, creed, color, sex or age, physical handicap, gender identity and expression, sexual orientation or country of ancestral origin.

2. Article IV-Hours of Work

4.1 Amend existing language to read as follows:

Add-4.0 Non-Standard Non-Exempt-5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receives overtime pay at time and one half for all hours worked in excess of forty (40.0) hours.

4.6 Delete current language and

Add new language as follows:

When an employee is required in writing or orally by the appointing authority or his/her designee to work in a higher class of position for a period of more than three (3) consecutive working days, such employee shall receive the lowest salary rate of that higher class, which will provide a pay increase of at least one (1) step over his/her present rate retroactive to the first day of such assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within twenty-four (24) hours of said direction, and an employee may refuse such assignment if she/he does not receive such written authorization or direction.

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

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

employees serving in the assignment may be extended by mutual agreement of the parties.

A three-day rule assignment for a bargaining unit positions that is created by termination, resignation or retirement will not exceed nine (9) months. Thereafter it will be posted as a vacant position in accordance with Article X 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.

3. Article V- Salary Schedule

Wages

- (a) There shall be an across-the-board base salary wage increase of 2.0% effective April 6, 2014.
- (b) There shall be an across-the-board base salary wage increase of 2.0% effective October 5, 2014.
- (c) There shall be an across-the-board base salary increase of 2.0% effective October 4, 2015.
- (d) The State and the Union agree to a wage reopener for wages that will be effective on July 10, 2016. Unless agreed otherwise, the parties will engage in bargaining between April 30, 2016 and June 30, 2016 concerning said wage reopener.

4. Article X-Seniority

Amend 10.9 as follows:

“Effective upon the implementation of an electronic application system, Article X will be amended to read “All new and vacant positions to which recruitment is to be initiated shall only be posted on the State’s internet employment opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union’s Executive Director and Local Union President 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 the State computers for the purposes of reviewing and applying for online postings”.

5. Article XIII-Sick Leave

Delete existing 13.5 language and replace with the following:

- a) For each discharge of leave of three (3) to less than five (5) consecutive days, the employee's appointing authority shall require, and the employee shall provide, a properly completed Employee Certification of Necessary Absence Form (affidavit) as provided for 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, a 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 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 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 R.I. Gen. Laws § 36-4-63.

Amend 13.6 to read as follows:

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

- (A) four (4) days in case of the death of a spouse (including domestic partner), child (including step child or foster child who reside with the employee), mother, father, brother or sister;
 - (B) three (3) days in the case of 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 aunt, uncle, sister-in-law or brother-in-law.
- *existing language-Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

Amend 13.11 as follows:

Add to end of paragraph 3 (D) the following:

The parties agree the Sick Leave Bank shall be a pledge-based contribution, whereby employees will annually pledge sick time in order to be eligible to apply to the Bank for any sick leave. Pledged sick leave shall not be deducted from the employee's sick time accumulation unless the recipient actually uses the time that had been pledged on their behalf.

Amend paragraph 3(E) as follows:

(E) Members of the bargaining unit who wish to be eligible to apply to the bank for sick leave shall pledge eight (8) hours of sick leave if assigned to forty (40) hour work week and seven (7) hours of sick leave if assigned to a thirty-five (35) hour work week.

The Union will coordinate with Human Resources to distribute a sick leave policy in accordance with the terms set forth in this Agreement.

Add as 13.12(6) the following: "All sick leave hours accrued while discharging sick leave hours granted by the sick leave bank committee must be discharged prior to discharging available sick leave bank hours."

6. Article XV-Health and Welfare

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

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

Effective in the pay period beginning after June 29, 2014, unless otherwise noted, the parties agree to amend the health care plan design. Changes are as follow:

	Current Plan	Proposal
In-Network	\$0	\$250 (\$500 family) (effective 1/1/15)
Deductible		
In-Netw OOP Max	\$0	\$250 (\$500 family) (effective 1/1/15)
OON Ded	\$0	\$500 (effective_1/1/15)
OON OOP Max	\$3,000/\$6,000	\$3,250/\$6,500 Family (effective 1/1/15)
PCP Copay	\$10.00	\$15.00 (effective 7/1/14)
Spec Copay	\$20.00	\$25.00 (effective 7/1/14)
Urgent Care Copay	\$35.00	\$50.00 (effective 7/1/14)
ER Copay	\$100.00	\$125.00 (effective 7/1/14)
Rx Plan (G/F/NF)	\$5/\$20/\$40	\$7/\$25/\$45 (effective 7/1/14)

*The \$500.00 family deductible is cumulative, meaning once any combination of family members has paid \$500.00 toward items covered by the deductible, the deductible has been met.

*The State shall, after meeting and conferring with the Union, have the right to offer any other health care plans to State employees during the term of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers such voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement. The provision shall expire at 11:59 P.M. June 30, 2017.

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

8. Article XXIII-Mileage Allowance

Amend 23.1 to read as follows:

It is hereby agreed that whenever it become necessary for an employee to use his/her personal vehicle in the course of his/her employment, he/she will be reimbursed at the rate by the Internal Revenue Service.

9. Article XXX-Grievance Procedure

Amend 30.2 (b)

An aggrieved employee shall discuss their problem with their Union representative and immediate supervisor, who shall attempt to settle the problem within three (3) working days.

10 Article XXXI-Arbitration

Amend 31.1

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

11. Arbitration Decisions

The State shall, within sixty (60) days of ratification, provide 79the Coalition Bargaining Team and the University of Rhode Island Schmidt Labor Research Center (the "Labor Institute" a disk containing the electronic copies (i.e. PDF files) of the arbitration decisions that the State has compiled to date. The parties will also jointly request that the Labor Relations Connection provide an electronic copy of all arbitration decisions to the parties and to the Labor Institute.

12. Add to CBA following language:

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

13. Clean Up Obsolete Language

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

14. Add to CBA New Language

Parking

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

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

Remove entire Memorandum of Agreement dated 9/22/09 and replace with the following:

“Employees may request discharge of Pay Reduction Leave “PR”, coded as “RO leave,” or “RO1 Leave” earned in accordance with the Memorandum of Agreement dated September 22, 2009 (the “PR Agreement”), and these requests shall not be unreasonably denied. Employees may carry no more than four (4) PR days accrued from FY10 and no more than four (4) PR days accrued from FY11 solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days accrued from FY10 shall be paid at the employee’s total pre-reduction hourly rate in effect for the pay period of 9/27/09-10/10/09 (paycheck of 10/16/09), regardless of when the cash payment is made. Said cash payment for those days accrued from FY11 shall be paid at the employee’s total pre-reduction hourly rate in effect for the pay period of 1/2/11-1/15/11 (paycheck of 1/21/11), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in the PR Agreement shall have no cash value whatsoever. This agreement does not change an employees’ earned entitlement to other frozen or deferred days (i.e. Sundlun days).

16. The parties negotiated over preceptor compensation for precepting new hires. The parties were unable to reach agreement on this issue, but hereby agree to continue to

bargain in good faith over this issue as part of an overall review of Assistant Nurse Coordinator assignment at Eleanor Slater Hospital through June 30, 2015.

17. MOU re Implementation of Study Contemplated Segal report

This Memorandum of Agreement is entered into by and between the State of Rhode Island (the "State") and National Association of Government Employees Local 79 (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 reform; 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 classifications architecture and the compensation structure (collectively with the Segal report, the "Report"), and

WHEREAS, the parties entered into a collective bargaining agreement effective _____ through June 30, 2017 (the "CBA").

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

1. Mid-term Discussion/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 waive any rights it has. In no event will the implementation of recommended changes result in a 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 recommendations.

18. Successor Negotiations

Except as superseded by the agreements contained herein, and any other agreements that may be reached concerning preceptor negotiations contained in subparagraph 14; and/or the Segal Report MOA contained in subparagraph 15, the terms and provisions of the collective bargaining agreement(s) ("CBA") between the Parties for the period of July 1, 2008 through and including June 30, 2012, the Memorandum of Settlement for the period of July 1, 2012 through June 30, 2013, any existing side agreements, memoranda of agreement and special purpose agreements, shall remain in full force and effect without change for the period of July 1, 2013 through June 30, 2017.

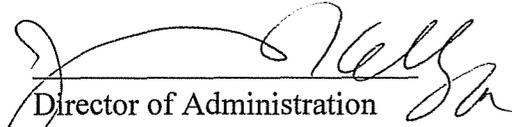
19. Ratification

This Tentative Agreement shall not be deemed binding on the Parties until such time as it is ratified by the Union Membership in accordance with the Union's internal procedures and approved by the Governor of the State of Rhode Island. The Union Executive Committee and/or Negotiating Team shall recommend that the membership of the union vote to ratify this Tentative Agreement and shall take whatever steps are necessary to ensure that the ratification process is completed no later than thirty (30) days from the date that this Tentative Agreement is fully executed. The Union shall inform the State of the results of the ratification vote in writing within twenty-four (24) hours of the completion of the process. The State shall inform the Union of the Governor's decision in writing within seven (7) days after receiving said notification from the Union.

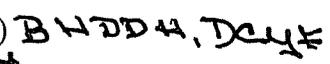
20. Execution

This Tentative Agreement is being executed as duplicate originals and shall be deemed effective as of the date the final signature is affixed hereto.

FOR THE STATE:


Director of Administration

FOR THE UNION:


Carole Stimpson, RN
President
NAGE, Local 79 (DOH) 

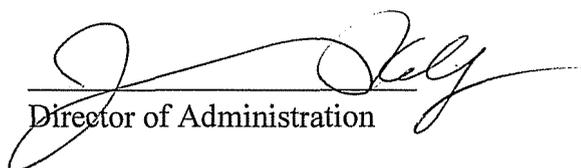

Dated: 4/19/15

Dated: 4/10/15

SIDE LETTER

National Association of Government Employees Local 79 (the "Union") and the State of Rhode Island ("State") have negotiated over increasing the accumulation of compensatory time from 40 hours to 80 hours which is enumerated in Article IV, 4.9. The parties were unable to reach agreement on this issue, but hereby agree to continue to bargain in good faith over this issue as part of an overall review of Assistant Nurse Coordinator assignment at Eleanor Slater Hospital through June 30, 2015.

FOR THE STATE:


Director of Administration

Dated: 4/8/15

FOR THE UNION:


Carol Stimpson, RN
President
NAGE, Local 79 (DOH) BUDDH, DCH
RN

Dated: 4/8/15 