AGREEMENT

BETWEEN

STATE OF RHODE ISLAND

AND

NAGE LOCAL 79

NURSES

AT

DEPARTMENT OF HEALTH

July 1, 2017 - June 30,2020

Table of Contents

MEMORANDUM OF AGREEMENT 5
PREAMBLE 5
CODE OF ETHICS* 6
ARTICLE I 7
RECOGNITION 7
ARTICLE II 8
NON-DISCRIMINATION CLAUSE 8
ARTICLE III 9
UNION SECURITY AND DUES DEDUCTION 9
ARTICLE IV 9
ARTICLE V 13
SALARY SCHEDULE 13
ARTICLE VI 17
SHIFT DIFFERENTIAL 17
ARTICLE VII 18
OVERTIME 18
ARTICLE VIII 19
HOLIDAYS 19
ARTICLE IX 21
INCLEMENT WEATHER/EMERGENCIES 21
ARTICLE X 21
SENIORITY 21
ARTICLE XI 30
REORGANIZATION 30
ARTICLE XII 33
VACATION LEAVE 33
ARTICLE XIII 38
SICK LEAVE 38
ARTICLE XIV 48
EDUCATIONAL BENEFITS 48
ARTICLE XV 51
HEALTH AND WELFARE 51
ARTICLE XVI 52
RETIREMENT 52
ARTICLE XVII 52
GROUP LIFE INSURANCE 52
ARTICLE XVIII 53
LEAVE WITHOUT PAY 53
ARTICLE XIX 54
JURY LEAVE 54
ARTICLE XX 55
MILITARY LEAVE 55
ARTICLE XXI 57
MILITARY TRAINING LEAVE 57
ARTICLE XXII 58
CALL IN TIME 58

ARTICLE XXIII 58
MILEAGE ALLOWANCE..... 58
ARTICLE XXIV 58
EMPLOYEE EVALUATION..... 58
ARTICLE XXV 61
BULLETIN BOARDS..... 61
ARTICLE XXVI 62
PROFESSIONAL PERFORMANCE..... 62
ARTICLE XXVII 62
CLINICAL SUPERVISION..... 62
ARTICLE XXVIII 62
UNION COMMITTEE..... 62
ARTICLE XXIX 64
DISCIPLINE..... 64
ARTICLE XXX 66
GRIEVANCE PROCEDURE..... 66
ARTICLE XXXI 71
ARBITRATION..... 71
ARTICLE XXXII 72
HEALTH AND SAFETY..... 72
ARTICLE XXXIII 73
PROVISION FOR INFORMATION..... 73
ARTICLE XXXIV 75
PERSONAL BUSINESS LEAVE..... 75
ARTICLE XXXV 76
ALTERATION OF AGREEMENT..... 76
ARTICLE XXXVI 76
NO STRIKES OR LOCKOUTS..... 76
ARTICLE XXXVII 77
LEGAL DEFENSE..... 77
ARTICLE XXXVIII 77
SAVINGS CLAUSE..... 77
ARTICLE XXXIX 78
BARGAINING UNIT WORK..... 78
ARTICLE XL 78
ASSIGNMENT CHANGE..... 78
ARTICLE XLI 78
THE COMMITTEE..... 78
ARTICLE XLII 79
ON-CALL..... 79
ARTICLE XLIII 79
PROFESSIONAL LITERATURE..... 79
ARTICLE XLIV 80
ORIENTATION..... 80
ARTICLE XLV 80
PROFESSIONAL NURSE RECRUITMENT..... 80
ARTICLE XLVI 81
GRADUATE NURSES..... 81

ARTICLE XLVII 81
RECLASSIFICATION AND/OR UPGRADING..... 81
ARTICLE XLVIII 84
MANAGEMENT RIGHTS..... 84
LETTER OF UNDERSTANDING 85
ARTICLE 24.4 EMPLOYEE EVALUATION..... 85
ARTICLE IL 85
OVERPAYMENT..... 85
ARTICLE L 86
PAYROLL DEDUCTIONS..... 86
ARTICLE LI 86
STUDY GROUP..... 86
ARTICLE LII 86
RETIREE HEALTH INSURANCE..... 86
ARTICLE LIII 87
TERMINATION OF AGREEMENT..... 87
APPENDIX A 89
MEMORANDUM OF UNDERSTANDING 104
PARKING..... 104
For clarification purposes only, the State has a unilateral right to create incentive programs to encourage employees to not drive to work and park. 104
MEMORANDUM OF UNDERSTANDING REGARDING 105
IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT 105
LETTER OF UNDERSTANDING 107
Time off N.A.G.E. Employees..... 107
Working in Excess of Normal Work Week..... 107
SIDE LETTER 107
MEMORANDUM OF AGREEMENT 111
Parity..... 111
MEMORANDUM OF AGREEMENT REGARDING 112
Layoffs/Shutdowns or Pay Reductions..... 112
MEMORANDUM OF UNDERSTANDING 113
PERFORMANCE DEVELOPMENT..... 113

MEMORANDUM OF AGREEMENT

In this agreement entered into this ____ day of ___, _____ by and between the State of Rhode Island, hereinafter referred to as the State, and the National Association of Government Employees, Local 79 formerly Local 81 (EE-1655A), referred to hereinafter as the Union, the parties agree as follows:

PREAMBLE

It is the purpose of this agreement to carry out the policy of the State of Rhode Island by encouraging a more harmonious and cooperative relationship between the State and its employees by providing for procedures which will facilitate free and frequent communication between the State and its employees by providing for procedures which will facilitate free and frequent communication between the State and its employees. By means of this agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the people of the State of Rhode Island, and agree further that high morale and good personnel relations through a stabilized union relationship are essential to carry out this end.

The goal of the Rhode Island Department of Health and Local 79 (N.A.G.E.) is to protect and promote the health of the Rhode Island population through the prevention of disease; the enforcement of quality standards for health service, facilities and manpower;

public health education; the provision of health service delivery, and advocacy of health policies which are in the interest of the people of Rhode Island.

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.

Both parties recognize the Code of Ethics, as established by the ANA and stated below as the code of professional conduct for the members covered by this contract. State agrees to study and consider any changes made in the future to the Nursing Code of Ethics proposed by the ANA:

CODE OF ETHICS*

The Nurse provides services with respect for human dignity and the uniqueness of the client unrestricted by consideration of social or economic status, personal attributes, or the nature of health problems.

The Nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.

The Nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical or illegal practice of any person.

The Nurse assumes responsibility and accountability for individual nursing judgments and actions.

The Nurse maintains competence in nursing.

The Nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities and delegating nursing activities to others.

The Nurse participates in activities that contribute to the on-going development of the profession's body of knowledge.

The nurse participates in the profession's efforts to implement and improve standards of nursing.

The Nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high qualify of nursing care.

The Nurse participates in the profession's efforts to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.

The Nurse collaborates with members of the health professions and other citizens in promoting community and national efforts to meet the health needs of the public.

*The above Code of Ethics shall not be subject to the grievance and/or arbitration procedures.

ARTICLE I

RECOGNITION

1.1 The State hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing

salaries, wages, hours, for the bargaining units as described by the State Labor Relations Board in the case number EE-1655A.

1.2 The State agrees that no employees 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.

ARTICLE II

NON-DISCRIMINATION CLAUSE

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.

2.2 All reference to employees in the Agreement designate both sexes and whichever gender is used, it shall be construed to include male and female employees.

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

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

2.5 Nothing in this agreement shall be construed so as to

prevent compliance with any obligation imposed by the Americans With Disabilities Act of 1990.

ARTICLE III

UNION SECURITY AND DUES DEDUCTION

3.1 The State Controller shall deduct Union dues from the wages of all members within the respective bargaining units.

3.2 In those bargaining units in which the Union has been certified as the exclusive bargaining agent, only the dues for the sole and exclusive bargaining agent shall be deducted. Membership in the Union may be determined by each individual employee.

3.3 The appointing authority shall give written notice of the respective bargaining units who become eligible for membership in the Union.

ARTICLE IV

HOURS OF WORK

4.1 It is hereby agreed that there shall be four basic work weeks as follows:

A. Standard 35.0 Hours - A 35-hour work week (5 consecutive days of 7 consecutive hours) exclusive of unpaid lunch breaks.

B. Standard 40.0 Hours - A 40-hour work week (5 consecutive days of 8 consecutive hours) Monday through Friday, exclusive of unpaid lunch breaks.

C. Non-Standard - 5 consecutive days of at least 7

consecutive hours each, exclusive of unpaid lunch periods.

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

E All present employees, covered under this Collective Bargaining Agreement will retain their present work schedule. If there is any need to change their present work schedule (hours, days-off), it shall be in accordance with Article IV, Section 4.3 and 4.4.

F Parties agree to review the feasibility of implementing the Alternative Work Schedule in accordance with R.I.G.L. 36-31, Alternative Work Schedule. This committee will be requested to address an alternate third shift schedule, i.e., Friday - Saturday - Weekend vs. Saturday - Sunday - Weekend.

4.2 The various classes of positions are hereby assigned to a basic work week and a class pay grade in accordance with the following schedule.

	Work Week	Pay Grade
Community Health Nurse Coordinator	35	923
Infection Control Nurse	35	924
Consultant Public Health Nurse	35	926
Principal Nursing Care Evaluator	NS	926
Senior Nursing Care Evaluator	NS	923
Nursing Care Evaluator	NS	920
Registered Nurse	35	920

4.3 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 and/or work days in any area, the parties hereto shall make every effort to agree mutually on the hours and/or work days for such schedules. Work hours, work days, work rules and working conditions will not be changed until first discussed with the Union. In the event of disagreement, changes may be instituted, but subject to the third (3rd) level grievance procedure and/or the expedited arbitration process. (See Letter of Understanding which is incorporated herein by reference).

4.4 All employees shall be granted a meal period of not less than one-half hour duration during each work day; to be determined by the work day schedule that applies.

Employees shall be granted a fifteen (15) minute coffee break during the first half and second half of their work day.

4.5 Duty schedule shall be posted two (2) weeks in advance in accordance with the present practice.

4.6 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 will 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 10.9 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 10.9 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 V

SALARY SCHEDULE

5.1 Wages

(a) There shall be an across-the-board base salary wage increase of 2.0% effective January 1, 2018.

(b) There shall be an across-the-board base salary wage increase of 2.5% effective January 1, 2019.

(c) There shall be an across-the-board base salary wage increase of 2.0% effective July 1, 2019.

(d) There shall be an across-the-board base salary wage increase of 1.0% effective January 1, 2020.

5.2 Professional Registered Nurses at the Department of Health may be hired at an appropriate step within grade based on education, public health experience and professional work experience. The appropriate step will be determined by the Director of Health.

5.3 A newly hired or promoted employee shall receive a one-step increase at the satisfactory completion of 130 days worked, and shall receive an additional one-step increase each year thereafter, until he/she reaches the maximum.

5.4 Each employee shall, with the approval of the appointing authority, be granted longevity increases according to the following formula:

YEARS OF SERVICE	PERCENTAGE OF INCREASE ON GROSS RATE
15	5%
20	7.5%
25	10%

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. [2012-2013 MOS2]

5.5A Employees who have successfully completed a four-course curriculum approved in advance by the Personnel Administrator, shall be entitled to a one-step 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).

5.5B

1. Persons employees prior to July 1, 2001 may retain said 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 submitted 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 years or more after final payment of the previously earned increment.

5.6 It is the understanding of the parties that individuals who hold a Baccalaureate and later received a Master's Degree while still in State service will be entitled to a full payment of one thousand two hundred ($1,200.00) dollars. No payment shall exceed

one thousand two hundred ($1,200.00) dollars; that is, seven hundred fifty ($750.00) dollars for a Baccalaureate Degree in a nursing related discipline, and four hundred fifty ($450.00) dollars for a Master's Degree. Courses credited toward the attainment of a Baccalaureate or Master's may not be utilized toward the in-service training curriculum requirement (Article V, Section 5). If an employee's classification required a Baccalaureate or Master's s/he shall not be entitled to the award.

5.7 Effective July 1, 2001, the Master's Degree Stipend shall be increased to a total of two thousand dollars ($2,000.00). The per diem rate for the NAGE nursing pool coverage will be calculated based at time and one-half the maximum base salary for an entry level registered nurse. In addition, such nurse who works on Thanksgiving, Christmas, or New Year's Day will be paid at the rate of two and one-half times the top step of such pay scale.

5.8 The State agrees to pay the examination fee for ANA certification (or for equivalent professional nursing certification approved by the department) provided such certification is in a job-related area and the nurse shows evidence of passing such examination. "Certification" hereunder includes recertification.

5.9 The State agrees to pay an annual stipend in the amount of seven hundred fifty dollars ($750.00) for not more than two ANA certifications, or their equivalent, for certificates approved by the department. The stipend for the first such certificate shall be paid for the life of the certification but shall not be subject

to recertification if then it is no longer job-related. The stipend for the second such certificate shall remain payable so long as a nurse continues to be assigned to an area for which such certificate is job-related. Effective July 1, 2001, the ANA certificate stipend shall be increased to one thousand dollars ($1,000.00).

ARTICLE VI

SHIFT DIFFERENTIAL

6.1 The "evening tour of duty" shall mean those hours worked between the hours of 3:00 PM and 12:00 midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 PM and 8:00 AM.

6.2 Employees shall be compensated sixty (.60) cents per shift differential pay for all evening or night hours of duty commencing on or after 3:00 PM and ending on or before 8:00 AM. Shift differential shall be increased by five (.05) cents per hour effective the first pay period in February 2001 with an additional five (5) cent increase effective the first pay period in July, 2002 and July, 2003.

6.3 All employees who work on an overtime basis between the hours of 3:00 PM and 8:00 AM shall receive a shift differential at the rate of time and one-half for hours worked during that period of time.

ARTICLE VII

OVERTIME

7.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, a Department Director or his designee may direct or authorize overtime work.

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

7.3 Time and one-half shall be paid in each or any of the following instances and each instance shall not be dependent on any other instance, but there shall be no duplication or pyramiding of overtime:

All work performed in excess of forty (40) hours and, in those classes of positions in which it is applicable, all work performed in excess of thirty-five (35) hours in any week.

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

7.5 The State agrees to pay double time to any employee required to work more than sixteen (16) consecutive hours in any one day. No employee shall be allowed/required to work more than sixteen (16) consecutive hours without a break lasting at least eight (8) hours, except in a declared emergency.

ARTICLE VIII

HOLIDAYS

8.1 The following shall constitute the official holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Any day on which a general election of State officers is held as Election Day
Any day which the Governor shall appoint as a holiday
Any day which shall be hereafter appointed by the General Assembly to be a holiday.

8.2 Each employee shall be entitled to time off at his regular rate of pay for the holidays specified above when such holidays fall on his regularly scheduled work days, and he shall be credited with the number of hours in his official work schedule for that day.

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

8.4 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 that date.

8.5 If a holiday is observed while an employee is on a sick

leave or vacation leave (annual paid leaves), he/she shall receive his/her holiday pay and the day will not be charged against the annual leave.

8.6 Whenever an employee in a standard work week (35 hours or 40 hours weekly) or non-standard employees work on a holiday which falls on their regularly scheduled work day, they shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. This provision as it applies to non-standard employees shall be effective upon ratification of the contract. The parties agree to amend Article 8 as follows:

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

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

ARTICLE IX

INCLEMENT WEATHER/EMERGENCIES

9.1 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 or 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 X

SENIORITY

10.1 Seniority: It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of shift preference, promotions, transfers, days off, vacation

leave, layoffs, and recalls. Inclusion of promotions and transfers above are qualified by other provisions of this contract.

10.2 Seniority shall be defined as:

a. Primary Seniority - defined as the length of service within a classification covered by this Agreement within the Department of Health.

b. Secondary Seniority - defined as the length of service in a lower or higher classification covered by this Agreement within the Department of Health.

c. Primary Seniority - shall be utilized in the event of layoffs and recalls as covered by this Collective Bargaining Agreement.

10.3 The appropriate department personnel officer shall prepare and forward to the Union a seniority list of employees in each classification. Seniority lists shall be revised every six months and posted on approved Union bulletin boards in each of the units showing an employee's name, class of position, shift and position number.

10.4 Layoff notice for the initial layoff will have a minimum of two weeks notice. Subsequent layoff will be given as much

notice as possible.

10.5(A) In the event of layoff, the following order shall be instituted (according to seniority):

1. Probationary
2. Permanent
3. Statutory

10.5(B) In the event of recall, the following order shall be instituted (according to the above, but in reverse):

1. Statutory
2. Permanent
3. Probationary

10.5(C) Provided further that an employee who has been previously permanent in a next lower class of position within the bargaining unit shall have the right to displace any employee in next lower class of position based upon length of employment within that class of position.

10.5(D) If any employee is unable to exercise his/her primary or secondary seniority, the employee may utilize a combination of primary and secondary seniority, as defined in 10.2 of this agreement, to bump the least senior employee in any position of equal or lower grade in the bargaining unit if he/she is eligible and can perform the duties of said position.

10.5(E) Disputes over layoff, bumping and recall shall be resolved through expedited arbitration, without going through the grievance procedure.

10.6 Any employee who holds full status and has been laid off shall have his name placed on an appropriate re-employment list for

three (3) years from the date of termination. Seniority shall accrue to such employee while on said re-employment list.

10.7 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 Department Director or his designee of this absence from work within three (3) working days, unless extenuating circumstances prohibit such notice.

e. When an employee fails to renew a leave of absence.

f. When an employee engages in other similar work without authorization while on leave of absence.

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

10.8 Registered Nurses in the bargaining unit employed on a part-time basis shall accrue seniority on a pro-rata basis according to hours worked. Seniority shall continue to accrue for part time employees during all approved leaves, including but not limited to vacation, sick leave, personal days and unpaid leaves.

10.9 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 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 State computers for the purposes of reviewing and applying for online postings. When the Department of Health has a vacant position to be filled, it shall consider the criteria as detailed in the existing Letter of Understanding with N.A.G.E. Local, EE-1655A, when determining whether or not it will hire a nurse who is a member of another bargaining unit. If the Department decides not to recruit to the vacant position, the Union will be notified in writing within forty-five (45) days of the date the vacancy becomes available, giving reason(s) for non-recruitment to the bargaining unit position.

The State agrees that during the life of this Agreement, all transfers or promotions shall be completed and the registered nurse placed in the new position as soon as possible but not later than four pay periods from the granting of the position.

10.10A Lateral transfers from the Department of Health to BHDDH for staff registered nurse will be determined by minimum qualification for the position. If more than one employee applies, seniority will be the governing factor for the lateral transfer.

10.10B Registered nurses at the Department of Health may bid for new and/or vacant positions with the same classification at the Department of Health on the basis of seniority in the same classification. The Department of Health shall select one of the

top three employees ranked by seniority within the same classification of who bid for said vacant or new positions.

The Rhode Island Department of Health shall be under no obligation whatsoever to accept for employment, solely on the basis of union membership or seniority, nurses who are members of any other bargaining unit and who bid for vacant position occurring with the Department of Health.

10.11 Any employee requesting and being awarded a lateral transfer or voluntary demotion shall remain in said permanent position for a period of six (6) months. For a limited position, three (3) months. Any employee being promoted must remain in said position for six (6) months.

10.12 A probationary period shall not be required in the event of demotion.

10.13 **PROMOTIONS** Promotions shall be awarded on the basis of consideration of such factors as seniority and qualifications. Where it is determined that all factors for promotion are equal, seniority will be the governing factor.

1. All applicants shall have a personal interview by the employer.

2. Said interview shall consist of written and formalized criteria based on the necessary qualification required for the position classification. The qualifications of applicants for vacant positions at the Department of Health will be measured in accordance with a letter of understanding agreed to by the parties,

attached hereto, and incorporated by reference.

3. The assessor will rate each candidate according to these criteria, taking written notes and then determining a final numerical ranking of candidates, with the first ranked being the choice for the promotion. Upon the decision to promote a candidate(s) by the appointing authority, the department shall notify the Union in writing of its final ranking of candidates with an accompanying statement about each candidate.

Qualifications shall be assessed by the superior responsible for hiring by means of a thorough review of each candidate's background, including professional experience and education. All qualified candidates shall have a personal interview. A review of each candidate's resume will be done, and this may include discussion with and/or written evaluation from previous and present employers.

When a promotion is to be made, the same formal criteria will be utilized in the assessment of each candidate. The person responsible for hiring will consider certain criteria (specified below) in an effort to assess each candidate and to compare the qualifications of candidates' suitability for a job is assessed not in relation to absolute standards, but is <u>relative</u> to a number of factors.

1. Particular job and requirements to perform the job.
2. Qualifications of the other candidates being considered.
3. Qualifications of candidates at a given time.

Owing to the relative nature of these factors, the assessment of each candidate's qualifications as a qualified expression can best be done not as a fixed, absolute number, but, instead, as a numerical ranking of candidates from best to least qualified. Therefore, the assessment of each candidate for promotion will proceed with the assessor ranking each candidate on the following specific criteria:

1. EDUCATION

- Meeting the basic requirements according to the job specifications.
- Having attained a degree in addition to and in advance of degree requirements, providing the additional degree is consistent with the position.
- Successful completion of courses beyond the degree program(s) which are directly related to the particular position.

2. EXPERIENCE

- Length of time in general nursing.
- Length of time in public health nursing.
- Length of time in specific activities germane to the particular position.
- Other activities deemed by the assessor to be relevant.

3. INTERVIEW AND GENERAL PRESENTATION

- Assessor's evaluation of general appearance and

professional demeanor.

- Quality of written expression as gleaned through resume and other submitted written material.
- Results of reference checks.
- Compatibility with job requirements, department and unit.
- Overall impression of candidate's capacity to be reliable, analytical, thorough, and efficient.

The assessor will rate each candidate according to this criteria, taking written notes, and then determining a final numerical ranking of candidates, with the first ranked being the choice of the promotion. Upon the decision to promote a candidate(s) by the appointing authority, the department shall notify the Union in writing of its final ranking of candidates with an accompanying statement about each candidate.

Both parties agree that this letter of understanding is the first attempt to itemize the criteria by which candidates for promotion will be measured. Both parties agree in principle that the best qualified candidate should be promoted and are willing to use the criteria outlined in this Letter as the method for that determination.

10.14 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).

10.15 Employees shall serve a probationary period of 130 days worked, 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 is desired that he not be continued in the service, he shall receive permanent status in his classification.

10.16 Registered Nurses obtaining State license by reciprocity shall begin their probationary period beginning the first day of employment.

10.17 Appointing authority shall prepare and forward to the Union Office of the appropriate bargaining unit, seniority list of employees by class of positions, and shall notify the Union of additions and deletions each month.

ARTICLE XI

REORGANIZATION

11.1 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.

1. 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.

2. The Union and the State shall meet immediately to review and discuss the State's plan for such reorganization and any proposed alternatives or changes.

3. That plan shall include a thirty (30) day notification to the affected employees.

4. Affected employees who have no available assignments within their classification may be offered vacant positions which the State intends to fill and which have been posted by seniority, in other classifications which they are qualified and able to fill, including positions in lower classes without loss of pay.

5. Affected employees shall be given the right to bid on new assignments or exercise bumping rights to a position in an equal or lower class within the department in accordance with Article 10. The employee ultimately bumped shall take whatever comparable assignment or vacancy is available.

6. In cases where an entire operation is moved from one location to another all affected employees will be redeployed with the operation.

7. 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 10.5.

8. <u>Assignment of bargaining unit work</u>: No grievance shall be

filed or supported by the Union alleging that bargaining unit work previously performed within NAGE Local 79 bargaining unit has been assigned outside of such bargaining unit pursuant to the implementation of a reorganization, unless it is in conjunction with a request for a Union representation issue as a result of such reorganization. A grievance filed in conjunction with a request for Union representation would be held in abeyance by the parties until an official decision is issued by the Labor Board or the inter union dispute is resolved through an alternative dispute resolution procedure. In no event shall the Union seek nullification of the reorganization as a remedy for such grievance. This section shall be operative only with regard to labor organizations whose collective bargaining agreements contain similar language. Nothing in this Section 8 shall prevent the Union from subsequently pursuing issues under Article 38 based on nullification of the reorganization plan or other such drastically changed circumstances.

9. Reclassification of existing bargaining unit classifications must be done through negotiations between the parties.

10. Any change in shifts and/or days off only shall not constitute a reorganization under this Article and must be done under Article 4 of this Agreement.

11. This Article 11 neither enlarges or diminishes the State's right, if any, to reduce the complement of bargaining unit

nurses and to replace them with non-nurse persons outside of the bargaining unit. In the event there is a dispute between the State and the Union over whether reorganization under this Article is being used for that purpose, no provision of Section 8 will bar the Union from raising this issue as an alleged grievance under Article 28. In addition, this Article 11 neither enlarges nor diminishes the State's right, if any, to redesign work or work schedules.

ARTICLE XII

VACATION LEAVE

12.1 No employee shall receive any vacation leave until such employee has completed 13 bi-weekly pay periods, but vacation credits shall accrue during such time.

12.2 On January 1st of each year, employees shall receive 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 in accordance with the following formula:

SCHEDULE

Years of Service	Up-Front Hours		Hours Subject to Accrual		Total	
	NS/35	40	NS/35	40	NS/35	40
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

12.3 When the service of an employee shall be terminated by resignation, death, dismissal, or otherwise, if such employee shall not have used actual vacation time equal to this vacation credits, such employee or his estate shall, upon such termination, be entitled to receive full pay for each hour of vacation to his credit up to a maximum of one year's accrual as of the date of termination.

12.4 Employees shall submit requests for annual leave on or before April 1. Appropriate Department Directors or their designees shall, by April 30th, assign annual leave in accordance to seniority within each classification in each working area. Employees not submitting a request for annual leave by April 1 will be required to take annual leave only at a time not previously assigned and with prior approval. Assigned vacation leave will be posted within the respective units more effective communication, all grievance and arbitration resolutions shall be on file in the Nursing Service Office or equivalent office, i.e. Public Health, DCF. Said office will communicate in writing all resolutions to the

appropriate staff.

12.4(A) Employees who submit requests for vacation leave for less than five (5) days shall submit their requests in writing at least six (6) days prior to the date requested to their supervisor. Said supervisor shall render a written decision within three (3) days to the employee for approval of denial of the request. (Excluded are emergency leave requests which shall be considered on an individual basis). Denial of said requests may be filed immediately to the third step of the grievance procedure and hearing on request will be held within two (2) days and decision rendered day of hearing.

12.4(B) Once vacation leave requests have been granted, said requests shall be changed by the immediate supervisor except in an emergency situation as defined within this Agreement.

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

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

12.7 Employees may be allowed to carry over from one year to another not more than the vacation time accrued and credited in a two (2) year period provided such carryover days to a second consecutive year shall be for use only and shall not be subject to cash out under Article 13.3 or other provision of contract or

statute beyond the number of vacation days which were eligible for cash out in the first year of such carryover.

12.8 Vacations shall accrue in accordance with the provisions of the Sate Personnel Rule 5.06, provided the entitlement is not less than that provided in Section 12.2.

12.8(A) Unless modified by a union contract, all full-time employees whether on a standard 35 or 40 hour work week or on a non-standard work week and part-time employees who work at least 16 hours per week or whose work schedule requires the performance of service to the State for some part of each working day of the official work schedule to which the class is assigned shall accrue as follows for each straight time hours of service.

1.(A) Employees shall accrue vacation leave according to the following schedule:

ACCRUAL FORMULA

HOURS SUBJECT TO ACCRUAL

YEARS OF SERVICE	NS/35 HOURS	40 HOURS	RATE
0 - 5	56	64	.0308
5 - 10	91	104	.0500
10 - 15	98	112	.0538
15 - 20	112	128	.0615
20 - 25	119	136	.0654
OVER 25	135	152	.0731

"Up-Front Hours" shall be indicated on the employee's Accrued Hours Quarterly Statement. The employee's balance of vacation

entitlement shall be indicated by a 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 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 120 hours of 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 week 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 hours that would have been accrued in a forty (40) hour work week.

12.9 If an employee is sick on a regularly schedule work day within an employee's vacation period, the employee shall be charged with sick leave rather than annual leave. The appointing authority may require a physician's certificate or other satisfactory evidence in support of any such request.

ARTICLE XIII

SICK LEAVE

13.1 Sick Leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease and may include absence due to illness or death in the immediate family of the employee (per death) or necessary attendance upon a member of the immediate family who is ill, subject to the provisions of Section 5.0623 of the Personnel Rules of Rhode Island in effect at this time. The definition of "Immediate Family" for the purpose of sick leave and bereavement leave, shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

13.2 Employees whose basic work week is thirty-five (35) hours or in the non-standard category 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.

13.3 When an employee's total accumulation of sick leave hours shall equal the equivalent of the 120 days (a day meaning the number of hours in an employee's regular work day), no further credit shall accrue until the total shall have been reduced to less than this maximum.

13.4 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 accrued sick leave to this 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 full pay for 50% of all accrued sick leave over 390 hours 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 time over 720 hours up to and including 1000 hours.

13.5

(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 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. 1956 § 36-4-63.

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

(A) four (4) days in case of 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.

Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

13.7 Maternity Leave - Pregnancy leave will be granted under the same conditions as sick leave is granted under this Agreement. The commencement, duration, and expiration, of such leave shall be determined on the basis of the pregnant employee's physician.

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 from 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 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.

13.8 Worker's Compensation - Whenever an employee shall be absent from his duties and receiving compensation as provided in the Worker's Compensation Laws, he shall be granted sick leave in accordance with the rules applicable thereto, 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 worker's compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

a. If it shall be determined during the Worker's Compensation proceedings that an injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27) week and thereafter, for the duration of the employee's disability, deductions form the accumulated credit shall be applied as indicated above.

13.9 Any employee whose employment requires exposure to x-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 forty (40) hour employee, or 105 hours in a calendar year if he is a thirty-five (35) hour or non-standard employee.

Such sick leave credits shall be available and sick leave granted upon written recommendation by the appropriate Department Director to the Personnel Administrator that it has been determined by diagnostic tests or other approved method and supported by a statement from a qualified physician that the health of the employee required sick leave to permit recuperation from exposure to such occupational hazards.

13.10 If an employee becomes physically unable to perform his/her assignment, the employer will make an effort to provide the employee with an assignment within the employee's capabilities and appropriate to the employee's classification requirement. The employee will be required to accept and function in such assignment

during the period of incapacitation and/or for the period the assignment continued to contribute a valid service. The assignment is to be reviewed not later than six (6) months from date of assignment.

13.11

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 individual bargaining unit covered by this Agreement. Those sick leave banks that were in existence for individuals as of January 26, 2001 shall remain in existence until exhausted.
2. The Sick Leave Bank Committee shall be composed of four members, two (2) of whom shall be appointed by the President of the Union and two (2) 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. 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. 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.

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 a 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.

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 hundred and fifty (350) hours, the Sick Leave

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

13.12 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 his/her classification with the agreement of the local Union.

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

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

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

13.13 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.

ARTICLE XIV

EDUCATIONAL BENEFITS

14.1 Employees may be required by the Administration from time to time to attend conferences, meetings, public hearings,

workshops, forum lectures, discussion groups, State sponsored educational offerings, and other assemblies of professional interest. Employees may also initiate requests to attend such events. The granting of such requests is the prerogative of the Director or his/her designee. Approval of such requests shall not be unreasonably withheld. When such requests are considered appropriate, they will be granted fairly and equitably to employees within the bargaining unit in accordance with job relatedness. Every effort will be made by the Department to ensure consistency in granting of these leaves with pay and they will be subject to review by the hospital or agency tuition committee to ensure fair and equitable distribution.

TUITION REIMBURSEMENT PROGRAM

14.2(A) Undergraduate Program A part-time education benefit leading to the attainment of a degree in a nursing-related discipline shall be available to all members of the bargaining unit on a three (3) semester basis.

1.(a) The Agency committees as established by this Agreement shall provide all policies and procedures for implementation of the tuition reimbursement program for both undergraduate and graduate programs.

(b) Said committee shall make the determination of all nursing-related degree programs and oversee both undergraduate and graduate programs.

2. Reimbursement to the individual for costs of tuition,

books, and other direct course-related costs of the approved course, shall be made to the individual upon verification of satisfactory completion of the course. Part-time employees reimbursement will be pro-rated on number of hours worked. Satisfactory completion shall be a C grade or higher in any course and shall be verified by official notification from the college registrar.

3. All tests required for said course and paid for by the State shall accompany the verification of the course and shall become the property of the individual.

4. The educational program benefits shall be funded by the State in an amount not to exceed seventy thousand dollars ($70,000) per fiscal year.

5. Course disbursement shall be equitable and fair and shall be intended to benefit the greatest number of individuals (employees) as practicable. Course distribution shall be in accordance with State seniority provisions.

6. Employees shall be allowed to attend courses only during hours outside, or other than, the employee's normal working hours.

7. Employees shall be allowed to attend courses which will benefit and enhance their capabilities and employment as a professional Registered Nurse.

8. If the total seventy thousand dollars ($70,000) is not used in a semester, the surplus may be carried forward to the next semester in the same fiscal year. No surplus of this educational

appropriation may be carried forward into another fiscal year.

14.2(b) Graduate Program Education program benefits leading to the attainment of a graduate degree in a program of study which will enhance professional growth shall be available to all members of the bargaining unit on a three (3) semester basis.

1. Satisfactory completion shall be the grade determined by the school as a passing grade, and shall be verified by official notification from the college registrar.

2. Graduate degree program process shall be according to policy and procedure of the undergraduate educational program process (Article XIV, Section 2A, Subsection 1-8).

ARTICLE XV

HEALTH AND WELFARE

15.1 See, Appendix A, Health Insurance.

15.2 Employees who work at least twenty (20) hours a week shall be entitled to fringe benefits on a pro-rate basis. Fringe benefits shall include seniority, vacation, sick leave, personal days, educational benefits (TAP, holidays, retirement, and any other new fringe benefits excluding Blue Cross and Delta Dental).

15.3 The State will pay the full cost of all health and welfare benefits for a period not to exceed three (3) months for employees who are laid off.

ARTICLE XVI

RETIREMENT

16.1 It is agreed that all employees, so eligible, shall be entitled to retirement benefits according to the provisions of RIGL 36-9-1 et seq. as amended.

ARTICLE XVII

GROUP LIFE INSURANCE

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

17.2 The following provisions of the insurance program are set forth herein:

a. Each new employee will be automatically covered unless such employee designates in writing that he desires not to be insured.

b. Each such amount of insurance will be reduced by one percent (1%) thereof at the end of each calendar 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 65th birthday.

c. 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 ($1000)

an equal amount of group accidental death insurance with dismemberment coverage.

d. The cost to the employee of such insurance shall not exceed that rate of twenty-five cents (25) bi-weekly for each one thousand ($1000) 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 XVIII

LEAVE WITHOUT PAY

18.1 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 and limited to one renewal for reason of personal illness, disability, or other purpose deemed proper and approved by the Department Director or his designee and the Personnel Administrator.

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

18.3 At the expiration of such leave, the employee shall be returned to the position and assignment, if said assignment is still available, from which he is on leave at the same step of the

then current range for his class of position.

18.4 Employee shall give four (4) weeks prior to his/her return from leave in order to process return expeditiously.

18.5 Seniority shall be retained and shall accumulate during all leave without pay, provided such leave is granted for illness, injury, education, personal or Union leave not to exceed twelve (12) months.

18.6 Employees who are granted leave for personal reasons shall be entitled to obtain health insurance and benefits by this contract at the group rate of such coverage up to a period of twelve (12) months.

ARTICLE XIX

JURY LEAVE

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

19.2 All employees covered by this agreement and subpoenaed to appear in court on State Business on a day off or during vacation, employees shall be compensated for the time expended.

19.3 Any employee who expends time in accordance with Section 19.2 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 XX

MILITARY LEAVE

20.1 Every employee covered by the agreement, who has left or shall leave his position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in Rhode Island National Guard or Naval Reserve or by reason of enlistment, induction, commission, or otherwise) and who has been employed for 180 or more calendar days within the twelve months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position or said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

20.2 For the first 60 calendar days of such absence, every such employee shall be paid by the state the same amount as he would have received had he not been absent from his position.

20.3 The parties agree that new employees hired after July 1, 1986 shall receive military leave benefits as follows:

For the first sixty (60) days of such absence every such employee shall receive the difference between his/her state salary and his/her military base pay. In no case shall such employee receive more than the amount he/she 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 the three (3) year period.

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

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

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

20.7 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 XXI

MILITARY TRAINING LEAVE

21.1 Employees covered by this agreement who, by reason of membership in the United States Military, Naval, or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in the training activities or in active duty as a part of the State military force or special duty as a part of the Federal Military Force, shall be granted military training leave with pay not to exceed fifteen days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen days, he shall be granted leave without pay for this purpose.

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

21.3 Such training activities as defined in the section shall not included weekly drill nights or similar drill periods lasting less than one day or training periods voluntarily engaged in by the

employee beyond the training period required generally of the members of the respective armed forces.

ARTICLE XXII

CALL IN TIME

22.1 It is agreed that any employee reporting for work on any regularly scheduled work day, unless notified during the preceding not to do so, will be permitted to complete at least a half day period and may be assigned other than his regular work within his physical capacity at his established rate of pay.

22.2 Call in time: when an employee has left his place of employment and is called back to work at times other than his or her scheduled shift, he/she shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times his/her regular rate.

ARTICLE XXIII

MILEAGE ALLOWANCE

23.1 It is hereby agreed that whenever it becomes 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 set by the Internal Revenue Service.

23.2 Employer shall make available at the Nursing Office(s), forms necessary for reimbursement.

ARTICLE XXIV

EMPLOYEE EVALUATION

24.1 All monitoring or observation of the work performance of

any employee will be conducted openly and with his/her full knowledge.

24.2 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 the 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 but shall be protected by the principle of confidentiality applicable to employee personnel records.

24.3 Each employee shall be furnished with a copy of all performance evaluations, disciplinary entries or other material which relates to the employee's character, service, or professional conduct and shall be permitted to respond thereto. The contents of an employee's personnel file shall be disclosed to the employee or to the Union upon written request by the employee. References to subsequent employees shall be made available to the employee or the Union upon written request.

24.4 Graduate nurses shall begin a probationary period

beginning the day the agency is notified by the individual that an RN license has been granted by the State Board of Nurse Registration and Licensing.

24.5 There shall be only one file for each nurse, which shall be maintained in the strictest confidence at the Personnel Office. It is understood that this official file includes all matters relating to the professional status and conduct of the registered nurse in the course of employment with the State.

24.6 Union representation may be requested by the employee during all discussions with the employee and his/her immediate supervisor regarding the employee's probationary performance.

24.7 Employee's shall receive an annual evaluation on the anniversary date of his/her employment. The employee shall be entitled to request to have a Union representative present during the evaluation report.

24.8 The individual Registered Nurse and/or the Union representative with the Nurse's permission, shall have the opportunity to read, date and sign, reproduce, retain copy of, and be aggrieved by and process; such grievance process shall begin immediately at the third level relating to any and all material which questions or challenges his/her character, conduct service, or professional judgment or standing, before it is placed in his/her file. Such signature shall indicate only that the Registered Nurse has read the material and not indicate approval or disapproval.

24.9 No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless he or she has had an opportunity to review said material. No anonymous letters or material based on hearsay shall be placed in a Registered Nurse's file.

24.10 Any complaints or derogatory remarks regarding an employee made to any member of the administration by a patient or other individual(s), said employee must be notified in writing stating the nature of the complaint within seventy-two (72) hours of the complaint. Any charge against an employee covered by this Agreement shall be made in writing and signed by the person making the same. A copy of such charge shall be filed with the Union and a copy sent to the employee against whom the charge is made. In the event any disciplinary action ensues as a result of such charge, the Union shall immediately refer to the third level of the grievance procedure. Reprimands referring to an employee's personnel file shall be removed at the end of one year provided that no further occurrences have occurred that would warrant further disciplinary action against said employee.

ARTICLE XXV

BULLETIN BOARDS

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

ARTICLE XXVI

PROFESSIONAL PERFORMANCE

26.1 All professional registered nurses covered by this agreement shall not be required to perform duties which are inappropriate to their professional responsibility.

ARTICLE XXVII

CLINICAL SUPERVISION

27.1 The quality of clinical performance of employees covered by this Agreement shall be monitored and adjusted by individuals belonging to the same professional discipline who are of a higher classification or functioning at a higher level of authority, where available. Where there are no individuals of a higher classification or functioning at a higher level of authority in the specified discipline, the Chief of the division shall seek evaluative input from members of nursing profession.

27.2 Health Department - The chief of the division shall make every effort to seek evaluative input from members of the nursing profession within the department who are knowledgeable of the duties of the position and the performance of the incumbent.

ARTICLE XXVIII

UNION COMMITTEE

28.1 Designated Union members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and

conferences on contract negotiations with State officials. Such time shall be with approval of the Department Director involved, and such approval shall not be unreasonably withheld. Accountability for paid Union business leave will continue to be a factor in the administration of the contract. The parties further agree that State orders concerning Union business leave that are inconsistent with the provisions of this Article are unenforceable.

28.2 No Union committee member or representative shall be discriminated against as a result of the performance of legitimate Union Business.

28.3 The Union shall furnish the State and department with a written list of its officers immediately after their designation and shall promptly notify the State of any change in such officers.

28.4 Union paid staff representatives shall have reasonable access to the State facilities for the purpose of conferring with State representative delegates of the Union and/or employees, and for the purpose of administering this Agreement. When the Union representative finds it necessary to enter a department of the State for this purpose, he/she shall first advise the personnel office of that department of his/her purpose of the visit and such visit shall not interfere with the operation of the facilities.

28.5 The State shall provide the Union with facility space for periodic meetings with employees in the unit. State shall make every effort to provide the Union space requested, provided that use of the space and time does not interfere with the operation of

the facility. These meetings shall take place during non-duty hours of the employees involved.

ARTICLE XXIX

DISCIPLINE

29.1 It is agreed that an appointing authority may dismiss, demote, or suspend an employee for just cause.

29.2 In the case of demotion, the appointing authority shall give the Personnel Administrator, the employee and the Union written notice of his intention to effect the demotion not less than fifteen (15) days before the date it is intended to become effective.

29.3 In all other cases, the employee and the Union shall be notified on or before the effective date of such action.

29.4 If within two weeks of such dismissal, demotion, or suspension, the employee or the Union so affected notifies the Director or his Designee in writing that he has been unfairly treated and gives his reasons, therefore, he may have his case reviewed in accordance with the grievance and arbitration procedure set forth in this agreement starting at the third (3) level of the grievance procedure.

29.5 In the event that an employee is dismissed, demoted, or suspended under this section 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, or suspension.

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

29.7 Whenever it becomes necessary to discipline an individual employee, the supervisor with said responsibility will do so in such a manner as to avoid embarrassment and public humiliation of the member involved. Where appropriate, disciplinary action or measures shall include only the following:

1. Counseling
2. Oral Reprimand
3. Written Reprimand
4. Suspension
5. Demotion (where appropriate)
6. Discharge

29.8 An employee who is interviewed concerning an incident or action which may subject him/her to disciplinary action shall be immediately notified of his/her right to have a Union Representative present.

29.9 Any information developed or made available as the result of an investigation of an employee shall not be made public prior to notification of the individual.

29.10 After a period of two years, if the employee has not committed any further infractions of appropriate rules and

regulations, written reprimands shall be expunged from the employee's personnel records, oral reprimands shall be removed from the personnel file after one year.

After a period of four (4) years, if the employee has not committed any further infractions of appropriate rules and regulations, suspensions of five (5) days or fewer will automatically be removed from the employee's personnel records. The preceding sentence shall apply to suspensions of five (5) days or fewer issued prior to and after the ratification of this Agreement.

ARTICLE XXX

GRIEVANCE PROCEDURE

30.1 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.

30.2 For the purpose of this agreement, a grievance is defined as any difference or dispute between the State and the Union or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement.

30.3 There shall be a grievance procedure as follows:

Step 1.

A grievance shall be presented in writing by the aggrieved employee and/or by the Union to either the immediate supervisor or

other designee of the Department within twenty-one (21) days of the employee's and/or Union's knowledge of the occurrence of such grievance.

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

Step 2.

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

Step 3.

In the event the grievance is not resolved at the Step 2 level in a manner satisfactory to the aggrieved member 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.

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

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

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

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

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

Members of the Union committee, stewards, the aggrieved employee, and employee witnesses, who are State employees, will be paid at their regular rate up to their normal quitting time for

time spent in processing grievances.

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

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

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

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

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

shall be deemed a waiver of the employee's right to utilize the grievance procedure provided herein with respect to that matter. Nothing herein is in any way intended to extend the statutory jurisdiction of the Personnel Appeal Board.

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

30.4 The State shall allow each employee in the bargaining unit the right, upon request, to review the contents of their personnel file. No material derogatory to an employee's conduct, service, character or personality will be placed in said employee's personnel file, unless they have had an opportunity to review the material. Material including references obtained relative to an employee's initial appointment shall be considered confidential and not subject to review by the employee.

ARTICLE XXXI

ARBITRATION

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).

31.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

31.3 Only unresolved grievances arising out of the provisions of this contract relating to the application or interpretation thereof may be submitted to arbitration.

31.4 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration.

31.5 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision.

31.6 Grievances involving discharge and suspension shall be heard within four (4) months subject to selection and availability of the arbitrator.

31.7 Whenever expedited arbitration is required by this agreement, as for example, in disputes over layoff, bumping and recall or whenever the parties mutually agree to expedited arbitration of other cases, the Labor Relations Connection Rules

for Expedited Arbitration shall be applied. The parties may agree to the selection of an arbitrator outside of the Labor Relations Connection procedure.

Grievances processed under expedited arbitration shall be initiated and filed directly at the arbitration step of the grievance procedure, with concurrent notice to the State's Office of Labor Relations and the agency involved.

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

ARTICLE XXXII

HEALTH AND SAFETY

32.1 The State shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.

32.2 Each supervisor shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by him.

32.3 A Health and Safety Committee shall be appointed/composed

of three (3) representatives selected by the Union, and three (3) representatives by the State. Said Committee shall appoint its own Chairperson, and shall meet semi-annually, if and when it is determined by three (3) or more members that such a meeting is warranted. It may draw up a safety code to recommend to the Director of Administration. Any recommendations shall be made by the majority of the committee.

32.4 A Chest X-Ray or TB skin test (Mantoux) may be given to an employee within one week of his employment and may be repeated annually without cost to the employee. The employee shall be given a report of the examination and a confidential record shall be kept by the employer.

32.5 The employer shall replace in kind clothing and eyeglasses damaged by patients in the performance of duty by the employee within thirty (30) days of verification of the Claims Department. Verification of a claim shall not exceed thirty (30) days of notification from date.

32.6 The members shall report conditions which they consider unhealthy or unsafe to the President of the Local or designee, who shall be authorized to submit them to the Health and Safety Committee for appropriate action.

ARTICLE XXXIII

PROVISION FOR INFORMATION

33.1 The State shall make known to each applicant for a

nursing position, the existence of the contractual relationship provided by this agreement.

33.2 The State shall supply a copy of this agreement to each employee covered by its terms within thirty days of being employed.

33.3 The State shall make available to each employee a copy of the written position description applicable to the position occupied by the employee.

33.4 The State shall provide a Policy and Nursing Procedure Book of all Nursing Services which will be made available at work areas and to the Union.

33.5 Every three (3) months, a list of all new employees, date of employment and classification, and shift shall be supplied to the Union.

33.6 Every three (3) months, a list of all new employees who have been transferred, date, and classification and shift shall be supplied to the Union.

33.7 Every three (3) months, a list of all employees who have been terminated shall be supplied to the Union.

33.8 Every three (3) months, a record of overtime will be submitted to the Union giving employees, classification, and hours of overtime.

33.9 Where the employer has been providing the above information to the Union at a more frequent time interval, the employer will continue to do so for the duration of the contract.

ARTICLE XXXIV

PERSONAL BUSINESS LEAVE

34.1 The State shall allow each employee a maximum of thirty-two/twenty-eight hours leave with pay, per calendar year, to be used for personal business and/or religious observance.

Employees shall not be required to state the reason for personnel leave. Prior approval for personal leave must be obtained and may only be denied if the resulting absence would interfere with proper conduct of division functions. Denial of any request for personal leave may be appealed immediately to the State Office of Labor Relations, and a hearing and decision will be rendered within two (2) days. Employees denied personal leave due to interference with proper conduct of division functions shall be entitled to take personal leave at another time.

Personal leave shall not be carried over from year to year.

34.2 Employees newly appointed between January 1 and March 30 shall be entitled to twenty eight/thirty-two personal leave hours as provided in this Article. Employees appointed between April 1 and June 30 shall be entitled to twenty-four/twenty-one personal leave hours as provided in this Article. Employees appointed between July 1 and September 30 shall be entitled to sixteen/fourteen personal leave hours as provided in this Article. Employees appointed between October 1 and December 31 shall be entitled to eight/seven hours personal leave as provided in this

article.

ARTICLE XXXV

ALTERATION OF AGREEMENT

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

35.2 The State and the Union acknowledge that this agreement represents the results of Collective Bargaining negotiations between said parties conducted under and in accordance with the provisions of the Labor Relations Act and constitutes the entire agreement between parties for the duration of the life of said Agreement; each party waives the right to bargain collectively with each other with reference to any subject matter, issue, or thing whether covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

35.3 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XXXVI

NO STRIKES OR LOCKOUTS

36.1 The Union and its members will not cause, call, or sanction any strike, work stoppage or slowdown, nor will the State lockout its employees during the term of this Agreement. It is

agreed that all provisions of this Agreement are binding on each of the individuals covered by this contract.

ARTICLE XXXVII

LEGAL DEFENSE

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

ARTICLE XXXVIII

SAVINGS CLAUSE

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

38.2 Except as otherwise expressly provided herein, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State during the term of this Agreement.

ARTICLE XXXIX

BARGAINING UNIT WORK

39.1 Except in an emergency situation, non-bargaining unit employees shall not perform work traditionally assigned to employees in the bargaining unit. An emergency situation shall be defined as a patient care crisis of an immediate and short term nature, and shall not include personnel shortages caused by scheduling or absences during any period of time larger than that necessary to call in or transfer a bargaining unit member.

ARTICLE XL

ASSIGNMENT CHANGE

40.1 No member shall be requested or required to assume the assignment of another member, in addition to their own assignment, without first receiving a written order from their immediate supervisor.

40.2 Where the Department finds it necessary to float personnel, the least senior nurse in the classification involved, will be floated.

ARTICLE XLI

THE COMMITTEE

41.1 There shall be established in each unit a committee composed of three (3) representatives of Management and three (3) representatives of the Union. The representatives shall meet every month and on such other occasion as may be requested by any member

of the committee. The Union shall appoint its members, and the State shall appoint its members.

41.2 The purpose of said committee is to promote more effective communication and harmonious working relationships between all parties subjects shall not be limited to, but shall include such areas as improving patient and employee safety and quality nursing care and assuring that standards of professional nursing practice are upheld.

ARTICLE XLII

ON-CALL

42.1 All registered nurses who are directed to be "on-call" shall be compensated at the rate of three (3) hours at their overtime rate for each fifteen (15) hours of "on-call" time during the week and five (5) hours at their overtime rate per day on weekends.

When the registered nurse "on-call" is required to work during the "on-call" hours, he or she will receive overtime pay for actual hours worked.

ARTICLE XLIII

PROFESSIONAL LITERATURE

43.1 Appropriate nursing texts and journals shall be made available in existing library facilities, the Union will suggest such appropriate texts and journals to the Director of the Division or Director of Nursing Services.

ARTICLE XLIV

ORIENTATION

44.1 A documented, personally-tailored orientation, staff development and continuing education program for all nurses will be established. The time frame for orientation programs will be determined by the employer; and where necessary due to conflicts, the Union may have input into such programs. Programs shall include, but not limited to, such areas as charge responsibilities, nursing management, quality assurance and graduate nurse orientation.

44.2 Where the Department and/or agency provides an orientation program for new employees, at least one hour will be allotted to the Union representative to discuss the Union with new employees. Where a department and/or agency does not provide said program, management will provide at least one-half hour for a Union representative to meet with new employees.

ARTICLE XLV

PROFESSIONAL NURSE RECRUITMENT

45.1 A professional nurse recruitment committee has been established and shall continue in existence for the life of this Agreement.

45.2 Bargaining unit member participation shall be appointed by the Union. The president of the Union and/or designee shall be an ex-official member of the committee.

45.3 The purpose of said committee will be to actively participate in the recruitment and retainment of professional nurses.

ARTICLE XLVI

GRADUATE NURSES

46.1 Graduate Nurses shall be granted two (2) days leave with pay for the purpose of taking RN State Board Examinations.

ARTICLE XLVII

RECLASSIFICATION AND/OR UPGRADING

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

A. Make a request in writing for a desk audit to the Personnel Officer or other appropriate official within the agency. The employee shall be furnished within five (5) working days of said request.

B. Within five (5) working days, upon receipt of the completed questionnaire, the employee's immediate supervisor and Department Director shall forward said questionnaire to the Division of Personnel, Classification Section, for study. The

Department Director or his Designee shall then notify the employee and Union that his documents were sent to Personnel.

C. Within sixty (60) working days after receipt of said questionnaire, the Personnel Division shall issue a finding relative to the merits of the employee's claim. The report will be in writing and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union.

D. If the appeal is granted, it shall be implemented in accordance with the provision of the Merit System Law and Personnel Rule 2.015:

> "When an employee holds permanent status, or is serving a probationary period in a class of position and the position is re-allocated to a different class of position, the Personnel Administrator may approve his employment in said different class of position with the status held in the former class, if his name appears on a current list deemed appropriate by the Personnel Administrator, or if he passes a non-competitive examination for said degree of difficulty as an open competitive examination for said different class of position; otherwise, the employee may be employed in the said different class of position only with temporary status, subject to the provisions of the Act and Rules."

E. If the appeal of the employee is denied by the Personnel Division, then the employee may appeal to the Director of

Administration or his designee who shall conduct a hearing with the employee within ten (10) working days of the request for an appeal by the employee. The Director of Administration or said designee shall render a decision in writing containing specific reason for approval or denial within ten (10) working days of the hearing. Copies will be sent to the employee and the Union.

F. If the appeal is denied by the Director of Administration, the employee may appeal to the State Personnel Appeal Board. The decision of the Personnel Appeal Board shall be final and binding.

G. If the appeal of the employee is granted, the employee will be paid retroactively to the date of filing.

H. The State agrees that work will not be reassigned for the purpose of avoiding reclassification or upgrading during a reclassification or upgrading appeal.

I. In the event the employee is in fact working out of classification, or his/her job is determined to be in need of upgrading, the State may exercise one of two options:

1. The employee should be reallocated to the position that best represents the duties performed by the employee, or;
2. Inform the employee he/she is not to perform any duties other than those required of the class specification for said position.

ARTICLE XLVIII

MANAGEMENT RIGHTS

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

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

a. To direct employees in the performance of the duties of their position;

b. To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees;

c. To maintain the efficiency of the operations entrusted to it;

d. To determine the methods, means, and personnel by which such operations are to be conducted;

e. To relieve employees from duties because of lack of work or for other legitimate reasons;

f. To take whatever actions may be necessary to carry out its mission in emergency situations; i.e., an unforeseen

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

LETTER OF UNDERSTANDING

ARTICLE 24.4 EMPLOYEE EVALUATION

For the purpose of identifying "official file" mentioned in the above article, it shall be identified as the file located in the Department's personnel(s) office.

It is agreed that within one year, a system for transferring employee's personnel file will be developed. That is, presently, if an employee transfers to another agency or department, his/her original file does not follow the employee and a new file is started. This new system will ensure that a copy of the original of the existing file will be transferred with the employee to his/her new Department agency.

ARTICLE IL

OVERPAYMENT

49.1 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 (10) percent of the over payment or $100.00, whichever is the lessor per pay period until the amount of the overpayment is fully recovered.

ARTICLE L

PAYROLL DEDUCTIONS

50.1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement, on forms provided by the Union, the employer will deduct from the pay of such employee those PAC contributions authorized by the employee.

ARTICLE LI

STUDY GROUP

51.1 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 members shall be appointed by the State and three members shall be appointed by and on behalf of all the Unions representing State employees. The Director of Administration (or his/her designee) shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

ARTICLE LII

RETIREE HEALTH INSURANCE

52.1 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 LIII

TERMINATION OF AGREEMENT

53.1 The Collective Bargaining Agreement, as herein modified, shall remain in full force and effect through June 30, 2020.

This agreement shall be automatically renewed from year to year thereafter unless either party notified the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

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

FOR THE STATE OF RHODE ISLAND:

FOR THE NATIONAL ASSOCIATION OF NURSES LOCAL 79

5/8/19

Gina Raimondo Date
Governor

Melissa Ferrario 4/2/19

Melissa Ferrario Date
President, NAGE 79

4/17/19

Michael DiBiase Date
Director of Administration

4/2/19

Gary Gentile Date
Counsel for NAGE

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.

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

(A) 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.

(B) Anchor Plan:

In Network Deductible*	$1,000 ($2,000 family)
In Network Out of Pocket Max**	$2,000 ($4,000 family)
Out of Network Deductible	$2,000 ($4,000 family)
Out of Network Out of Pocket Max	$6,000 ($12,000family)
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.

(C) Anchor Choice with HSA Plan:

Each member that enrolls in the Anchor Choice Plan with HSA shall receive an HSA contribution from the State in the amount of $1,500 for individuals or $3,000 for families. Fifty percent (50%) of each State HSA contribution shall be deposited on January 1st and 50% shall be deposited on July 1st during each year of the collective bargaining agreement. The State will not 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 levels for full-time and part-time employees shall be increased based on the employee's

annualized total rate of pay. The Co-Share percentages levels for eligible employees shall be increased by 2% effective January 1, 2018; 2.5% effective January 1, 2019; 2% effective July 1, 2019; and 1% effective January 1, 2020.

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

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

Effective January 1, 2018:

For full-time employees:

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

For part-time employees:

Individual or Family Plan
Less than $91,800 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%

4. The employee waiver shall be $1,001 (prorated @ $38.50

per pay period).

5. Employee Drug Co-Pay: Effective January 1, 2019, the following in-network co-pays shall be in effect:

(A) Anchor Plus Plan and Anchor Plan:

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

Tier 1	Tier 2	Tier 3	Tier 4
$10.00	$35.00	$60.00	$100.00

The drug copay by mail order shall be as follows:

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

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

(B) Anchor Choice with HSA Plan:

On the Anchor Choice 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:

Tier 1	Tier 2	Tier 3	Tier 4
$10.00	$35.00	$60.00	$100.00

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

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

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

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 costs above the modified plan shall be paid for by the employees choosing the buy-up at 100% paid through increased premium co-shares.

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.

8. Wellness Incentives.

In addition to the Diabetes Prevention Program, the

following wellness incentives shall be available to employees up to a maximum of $1,000 per year.

(A) Rewards for Wellness

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

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

(B) Annual Preventative Exam Incentive

1. Employees participating in the State's medical plan and who obtain a qualifying annual preventive exam will receive an annual one-time $250 reduction in medical insurance co-

share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventive exams obtained during a calendar year (an "exam year") shall be awarded to active employees participating in the State's medical plan in the second half of the calendar year following the exam year.

2. Employee spouses that are covered 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.

9. 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.

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

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

12. 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 UNDERSTANDING REGARDING 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 National Association of Governmental 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 classification 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 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 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's recommendations.

FOR THE STATE OF RHODE ISLAND FOR THE UNION

_____ _____

LETTER OF UNDERSTANDING

Time off N.A.G.E. Employees

Working in Excess of Normal Work Week

Members of the Rhode Island Department of Health, N.A.G.E. bargaining unit, may occasionally need to work in excess of their normal work week, owing to the nature of the job responsibilities.

Such employees who work in excess of their normal work week are entitled to be excused from their regular work time at a rate of one and one-half times the hours worked in excess of their normal work week provided:

a. That such time off is reviewed and approved by their supervisor; and

b. That such times will be discharged within the next two pay periods of the pay period in which the excess time is worked.

FOR THE STATE	FOR THE UNION
_____	_____
_____	_____
_____	_____

SIDE LETTER

1. In any subsequent dispute over whether the State has the right under the Contract to contract out nursing services, the Union will not assert as evidence in support of its position that the State made and withdrew its bargaining unit proposal to add language to the contract.

2. In the event that a question of Union representation arises between NAGE Local 79 and 5019 as a result of reorganization, the following guidelines will apply:

   A. The State will call a meeting of the two Unions.

   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, NAGE Local 79 will meet jointly with the State and 5019 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, NAGE Local 79 may participate in a joint submission together with the other labor organizations so agreeing, to binding arbitration

of the representation dispute.

3. **Affirmative Action**

The Union agrees to provide staff for recruitment purposes to assist the State in outreach to protected classes with respect to opportunity to fill bargaining unit vacancies.

4. For the purposes of clarifying section 10.5 of the Agreement, the parties agree that, in lieu of sequential displacement, bumping may take place on paper until the process is complete and once the process is complete then employees will be moved at once over to their new location. Such "paper bumping" is expected to be completed within 45 calendar days after receipt of initial layoff notice(s).

5. The parties will execute a grievance settlement agreement restoring to individual employees days taken when Union leave was denied pursuant to State orders which are inconsistent with the contract.

6. Even though the parties have agreed to delete Article 14.8, the State intends to have a health benefits plan which is uniformly applicable to all employees.

7. **Continuing Discussion**

The parties agree to revisit the issue of shift differential in the Office of Facilities Regulation

subsequent to the ratification of this Agreement. Any agreement reached will be reduced to writing and signed as a supplement to this Agreement. In the event the parties are unable to reach agreement after a reasonable discussion period, the parties will be deemed in full compliance with this Article and the statutory impasse procedure will not be applicable hereto.

NAGE LOCAL 79 **NEGOTIATING TEAM**	**STATE OF RHODE ISLAND** **NEGOTIATION TEAM**
_____	_____

DATED: APRIL 2, 1996

MEMORANDUM OF AGREEMENT

Parity

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

MEMORANDUM OF AGREEMENT REGARDING

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 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 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 stat 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.