

AGREEMENT

BETWEEN

THE STATE OF RHODE ISLAND

AND

PROFESSIONAL STAFF ASSOCIATION/NEARI

EFFECTIVE JULY 1, 2017 TO JUNE 30, 2020

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AGREEMENT

This Agreement is hereby entered into this ___ day of _____ 2019 by and between the State of Rhode Island, hereinafter referred to as the State, and PSA/NEA/DOH, hereinafter referred to as the Union.

PREAMBLE

The purpose of this Agreement between the Professional Staff Association of the Rhode Island Department of Health/NEA and the State of Rhode Island is to encourage a more harmonious and cooperative relationship between the State and its professional employees by providing for procedures which will facilitate freedom of and frequent communication between the State and its professional employees. By means of this agreement, the signatories bind themselves to maintain and improve the present high standards of public health service to the people of Rhode Island, and further agree that high morale, good personnel relations, and working conditions are essential to carry out this end.

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

ARTICLE I **RECOGNITION**

1.1 The State hereby recognizes the Association as the sole and exclusive bargaining agent for all employees within the bargaining unit. The bargaining unit consists of those classes of positions found appropriate as a result of the petition submitted in Case Number EE-3322.

1.2 The State agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his/her right to bargain collectively through the Association, or on account of his/her membership in or activities on behalf of the Association.

1.3 No person or persons represented by the exclusive negotiating agent shall bargain individually or collectively with the State concerning any terms or conditions of employment except through the authorized representatives of the PSA/NEA/DOH as provided in the State Labor Relations Act.

ARTICLE II **DUES DEDUCTIONS – AGENCY SHOP**

2.1 Membership in any employee organization may be determined by each individual employee, provided, however, that all non-members of the exclusive representative organization shall pay to the exclusive organization a service charge as a contribution toward the negotiation and administration of any collective bargaining agreement in an amount equal to the regular biweekly membership dues of said organization.

2.2 The State Controller shall, upon certification of the exclusive organization, deduct biweekly from said employee's salary said above amount and remit the same to the treasurer of the exclusive bargaining organization. The State will not deduct dues for membership in any other Union.

2.3 The State Controller also shall deduct Association dues from the wages of those members who authorized the State to do so in writing and shall forward promptly to the treasurer of the Association a check representing the amount so deducted.

2.4 The State recognizes the Union's ability to increase dues lawfully and in accordance with its constitution and by-laws, and upon written representation by the union that dues have been lawfully increased and in accordance with its constitution and by-laws, the State agrees to adjust the amount of dues deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.

The Union shall indemnify and save the State harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the State in reliance upon the Union's representation that its dues have been lawfully increased and in accordance with the Union's constitution and by-laws or for the purpose of complying with any of the provisions of this article.

2.5 The appointing authority shall give written monthly notice to the treasurer of the Association of those employees within the respective bargaining unit who become eligible for membership in the Association. Such notice shall include the employee's name, address, social security number, date of hire, classification, work assignment, and location.

ARTICLE III NON-DISCRIMINATION CLAUSE

3.1 The State and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color, sex or sexual preference, gender identity and expression, age, physical handicap, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organization.

3.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

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

3.4 The State agrees that no employee 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.

3.5 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.

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

ARTICLE IV MANAGEMENT RIGHTS

4.1 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 positions;
- B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining unit and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means and personnel by which such operations are to be conducted;
- E. To relieve employees from duties because of lack of work or other legitimate reasons;
- F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE V HOURS OF WORK

- 5.1 It is hereby agreed that there shall be four (4) basic workweeks as follows:
- a) Standard 35.0 Hours – A 35-hour workweek (5 consecutive days of 7 consecutive hours), exclusive of unpaid lunch periods.
 - b) Standard 40.0 Hours – A 40-hour workweek (5 consecutive days of 8 consecutive hours each), exclusive of unpaid lunch periods.
 - c) Non-Standard – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods;
 - d) Non-Standard, Non-Exempt – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receive overtime pay at time and one half for all hours worked in excess of forty (40.0) hours

5.2 It is recognized that there are now other work schedules peculiar to certain classes of positions, which are recognized by the State and the union, and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any area, the State shall notify the union's President, and the parties hereto shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in accordance with the seniority provisions of this Agreement. If the hours are not agreed to, then the issue shall be submitted to expedited arbitration.

5.3 Employees who work at least sixteen (16) hours a week shall be entitled to fringe benefits on a pro-rata basis in accordance with the present practice.

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

5.5 Shift hours, upon being scheduled will be posted. Wherever time clocks are used in the bargaining unit, they must be used by all personnel in a classification within a bargaining unit or no one.

5.6 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the State, by reason thereof, to take time off to equalize his working hours.

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

The Local Union President or appropriate Union official shall be notified 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 9.3 of the collective bargaining agreement, provided

the position is funded and approved to be filled. The twelve (12) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

A three-day rule assignment for a bargaining unit position that is created by termination, resignation or retirement will not exceed nine (9) months. Thereafter it will be posted as a vacant position in accordance with Article 9.3 of the collective bargaining agreement provided the position is funded and approved to be filled. The nine (9) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

If at the end of the 3-day rule assignment period the position the employee is assigned to is not approved and funded, the assigned employee will be returned to their original pre-3-day rule assignment. Such positions will not be filled with another three-day rule assignment.

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

5.8 Flextime - The Department shall remain on flextime in accordance with present practice. Flextime shall have the meaning set forth in R.I. Gen. Laws § 36-3.1-3(1), 36-3.1-3(2) and (3) and shall be granted consistent with the requirements of R.I. Gen. Laws § 36-3.1-1 *et seq.* Any unreasonable variation in the implementation of flextime shall be subject to 5.2. The Department shall review each Division in the Cannon Building with the goal of implementing flextime. If the Department in its sole discretion determines that flextime is appropriate for a particular division, it shall so notify the Union president in writing, with a description of the flextime program to be implemented, and the date of implementation. If flextime is not implemented, it shall not be the subject of grievance and arbitration. Any unreasonable variation in the implementation of flextime once established shall be subject to Article 5.2.

5.8A. Flextime

Purpose - This document describes in detail a Flextime system that will be implemented Department wide. This document also serves as a quick and authoritative reference for employees, presenting information on all major aspects of the work environment that may be affected by Flextime.

Definitions

Hours of Operation - The hours of operation for the Department of Health is 8:30 a.m. - 4:30 p.m.

Flextime - is a work schedule system in which employees are given a measure of choice over their own working hours.

Core Hours is that time period during which all employees must be on the job and there is no choice by the employee for flextime.

Flexible Hours are those time periods designated as part of the schedule of work hours within which the employee may request his/her times of arrival, lunch period and time of

departure depending on the priorities of the Division while still fulfilling the 7-hour workday.

RESPONSIBILITIES

1. Section Chiefs, under the direction of the Associate Director of Health will be responsible for the overall operation in his/her section, including review of staffing requirements, job assignments, time monitoring procedures, and approval of overtime.
2. Supervisors have the responsibility for determining the staffing requirements for their work areas. In this connection, Supervisors must assure proper coverage including interactions with people and programs outside the Department and must arrange for an equitable distribution of the Department's workload between the hours of 8:30am and 4:30pm. Supervisors are also responsible for assuring that employees adhere to the rules by which the plan operates and to monitor daily arrival and departure times. (See under procedures.)
3. Employees are expected to fulfill the commitment to account for a full seven-hour day. In accordance with the union contract, all standard employees must either work or otherwise account for seven hours per day, Monday through Friday. All non-standard employees must either work or otherwise account for a minimum of seven hours per day, Monday through Friday. Also, all employees must take at least one-half hour for lunch.

PROCEDURES

A. The Model

The following illustrates the flexible and core time periods.

Flexible Hours 7:30am – 9:00am

Core Hours 9:00am – 12:00pm

Flexible Hours 12:00pm – 1:30pm

Core Hours 1:30pm – 3:00pm

Flexible Hours 3:00pm – 5:30pm

B. Selection of Work Schedules

Employees must request a work schedule within the parameters outlined in this policy. This request must be submitted to their Supervisor and shall include the following; a time of arrival, lunch period and time of departure. The Section Chief in consultation with the respective Supervisor will determine the final work schedule for each employee in a given section. Each section must be staffed on a

daily basis from 8:30am – 4:30pm. Once a schedule has been established for an employee, that schedule may only be changed with the prior approval of the Supervisor or the Section Chief. Employees must give 24-hour notice to their Supervisor or Section Chief if they need to change their work schedule for any given day, which will not be unreasonably withheld. If this request is denied by the Supervisor, Section Chief and/or the Associate Director of Health, the employee may file a grievance in accordance with the union agreement, but not have to ability to file for arbitration if the grievance is denied. Under this system the maximum degree of flexibility possible is as follows: The employee begins their scheduled workday between 7:30am and 9:00am, takes a lunch of at least one-half hour, but not greater the one and one-half hours, between 12:00pm and 1:30pm, and stops working between 3:00pm and 5:30pm. However, depending upon the staffing requirements for the individual work areas, it may be necessary to restrict the degree of flexibility in scheduling available to each employee. As noted above, the Section Chiefs and Supervisors are responsible for determining staffing requirements for their work areas and thus they may need to arrange more restrictive work schedules for employees to meet demands in their work areas. In some cases, this may involve the changing of existing work schedules, the rotation of work schedules and will follow the application of the principle of state seniority. Supervisors must review in advance the following with their respective Section Chief; staffing requirements for their area, employee work schedules and all restrictions to work schedule flexibility.

C. Time Accounting

All Section Chiefs and Supervisors will be required to keep a work schedule for themselves and the employees they supervise. This schedule shall include the arrival time, lunch break and departure time of the employees.

D. Scheduling of Flextime

Flextime scheduling must be approved by in advance the Supervisor and/or Section Chief. Once the flextime schedule has been approved, no changes will be allowed except with prior approval of the Supervisor and/or Section Chief. Since all employees must be on the job during approved flextime (unless otherwise authorized) any absences or lateness during approved flextime must be charged as personal leave, sick leave (where appropriate), vacation leave (if scheduled in advance with the employee's supervisor) compensatory time or as leave without pay. Similarly, no time can be credited for work outside of the period 7:30am - 5:30pm unless authorized in advance by the Section Chief.

E. Overtime

All overtime requests must be approved by the Chief of each section or by the Associate Director of Health. No employee may elect on his/her own to work more than seven hours per day or to be credited for a time deficiency on another day.

F. Leave Time

The introduction of Flextime in no way affects an employee's right to request

vacation leave, personal leave, or sick leave. As under present Department policy, vacation leave must be requested and scheduled in advance with the employee's supervisor. Call-in time for notification of absence due to sickness (sick leave) will be prior to the scheduled arrival time for the individual employee.

DELINQUENCY OR MISCONDUCT RELATING TO FLEXTIME

Abuse of the Flexitime Policy, including the lack of cooperation with the Associate Director of Health, Section Chiefs, Supervisors and fellow employees, may result in the return to the traditional work schedule (8:30 am - 4:30 pm) for those employees abusing the system. Recurring tardiness or unauthorized absence from duty without adequate justification may result in disciplinary action according to standard procedure. The parties may agree to expedited arbitration (under AAA rules) in matters of expulsion.

5.9 Alternative Workweek – Employees shall have the option to request an alternative work schedule which may include telecommuting. The request for an alternative work schedule shall be in writing and shall be considered by the Director or her designee consistent with the requirements of R.I. Gen. Laws § 36-3.1-3(1), 36-3.1-3(2), 36-3.1-3(3) and 36-3.1-8 and which shall be subject to Department of Administration approval.

5.10 Members of the PSA/NEA bargaining unit, may occasionally be required to work in excess of their normal workweek, due to the nature of job responsibilities.

Non-standard employees who work in excess of their normal workweek shall be allowed compensatory time at straight time for hours worked in excess of 35 hours/week and at time and one-half for hours worked in excess of 40 hours/week provided:

- a. That such time is reviewed and approved by their supervisor.
- b. That such time shall, as possible, be discharged within the next three (3) pay periods of the pay period in which the excess time is worked with approval of the supervisor, and approval shall not be unreasonably withheld.
- c. This agreement is an extension to the overtime equalization provision.
- d. When an employee has accrued 70 hours of compensatory time they must begin to discharge such time with the approval of their supervisor. Such time must be discharged within a six-month period of time, if possible.

5.10A At such time that an effective mechanism is developed, employees shall be notified monthly of their compensatory time balance.

5.10B In the event that an employee has a compensatory time balance at the end of the fiscal year, the balance shall be paid out in July up to the seventy (70) hour limit.

5.10C In the event that compensatory time is accrued within sixty (60) days of fiscal close, the accrual to be paid at the end of the fiscal year may exceed the 70-hour limit if the compensatory time is earned due to an urgent need of the Department.

ARTICLE VI
SALARY SCHEDULE

6.1 Wage Schedule:

- a) There shall be an across-the-board wage increase of 2.0% effective January 1, 2018.
- b) There shall be an across-the-board wage increase of 2.5% effective January 1, 2019.
- c) There shall be an across-the-board wage increase of 2.0% effective July 1, 2019.
- d) There will be an across-the-board wage increase of 1.0% effective January 1, 2020.

6.2 An employee appointed from an employment or promotional list shall receive a one (1) step increase at the satisfactory completion of the probationary period which shall be one-hundred thirty (130) days worked and shall receive an additional one (1) step-step increase each year thereafter in his classification until he has reached the maximum of his grade.

6.3 An employee with temporary status shall receive a one (1) step-step increase after six (6) months of service, which shall be one-hundred thirty (130) days worked, and after each year of service thereafter in his classification, until he has reached the maximum of his grade.

6.4 Each employee shall be granted a longevity increase according to the following formula:

Years if Service	Percentage Increase on Base Rate
5	5%
11	10%
15	15%
20	17.5%
25	20%

Effective July 1, 2012, notwithstanding any provision of the collective bargaining agreement to the contrary, an employee's eligibility for longevity stipends, including the amount thereof, shall be governed by the applicable provisions of Article 8 of the FY 2012 Budget (P.L. 2011, ch. 151, art 8), as amended.

6.5 Each employee, who has successfully completed a four (4) course curriculum approved in advance by the Personnel Administrator, shall be entitled to a one (1) step-step pay increment next above his current base step (or if the employee is at the maximum of the grade, an increment equal in the amount to the difference between the last step in the pay range and that step immediately prior to it.)

- a) The INCENTIVE IN-SERVICE TRAINING PROGRAM is modified as follows:
1. Persons employed prior to July 1, 2001 may retain and/or attain 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 submitting to DOA's Office of Training and Development a written form giving up career increment retention under Paragraph 1.
 3. Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their careers, subject to the following:
 - a. Each earned increment shall be retained for not more than four (4) years; and
 - b. Each employee shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three years or more after final payment of the previously earned increment.
 - c. Continuing Education Credits which qualify under the Incentive In Service Training Program will be accepted and can be accumulated towards full incentive credit.
 - d. Online courses which qualify under the Incentive In Service Training Program shall be accepted towards incentive credit.

6.6 The following schedule sets forth the pay plan, including step increases for each grade in the pay plan. Classification title and grade levels shall be as set forth in Appendix A, Salary Schedules and Grade Levels.

6.7 Overpayments

In the event an employee is overpaid for any reason, the State shall provide documentation concerning the overpayment to the employee and, upon request of the employee, to the president of his/her local union. The amount of the overpayment shall be repaid to the state by payroll deduction. If the amount of the overpayment is less than 15% of the employee's net bi-weekly pay, the State may recoup the entire payment in one lump sum. If the overpayment exceeds 15% of the employee's bi-weekly pay, the State may recoup the over payment in installments not to exceed 15% of the employee's net bi-weekly pay.

ARTICLE VII
SHIFT DIFFERENTIAL

7.1 The "evening tour of duty" shall mean those hours worked between the hours of 3:00 p.m. and 12 midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 p.m. and 8:00 a.m. Employees whose scheduled hours are 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:30 p.m. shall not receive shift differential for the 7:00 a.m. to 8:00 a.m. hour or the 3:00 p.m. to 4:30 p.m. hour and one-half. Employees hired into state service on or after June 29, 2014 shall not receive shift differentials for hours worked between 7 a.m. and 3 p.m. Shift differentials will only be paid in accordance with agreed upon contract language.

7.2 All employees, who are permanently assigned to work sixteen (16) or more hours of a forty (40) hour workweek or fourteen (14) or more hours of a thirty-five (35) hour workweek during the "evening tour of duty" or during the "night tour of duty" shall be compensated an additional fifty (50) cents an hour over the rate prescribed for the classification in which their work is performed for all hours of the workweek.

7.3 Any full-time employee, who is assigned to work during the "evening tour of duty" or the "night tour of duty" for less than the sixteen (16) hours or fourteen (14) mentioned in Section 7.2 of this article, shall be compensated for the hours actually worked at the rate of shift differential provided herein.

Any employee assigned to the first shift and required to work on the second shift, in addition to working his daily assigned work shift, shall be compensated for the hours worked on the second shift at the rate of time and one-half his normal hourly rate without regard to any added shift differential pay.

Any employee assigned to the day schedule, who is required to change that schedule to work an evening or night tour of duty in place of that employee's regularly scheduled hours, shall receive shift differential pay for such evening or night tour of duty hours actually worked.

Any employee who normally works an assigned "evening tour of duty", who is requested to work the day shift following the completion of his "evening tour of duty" will be compensated for those additional hours of work assigned by receiving time and one-half for those additional hours worked at the employee's base rate of pay, if overtime payment requirements have been met.

ARTICLE VIII
OVERTIME

8.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an appointing authority may direct or authorize overtime work.

8.2 Overtime work shall be defined as the required performance of work in excess of the established workweek.

8.3 Compensation for overtime work shall not be paid to employees in the non-standard category, however, non-standard employees who work overtime will receive

compensatory time in accordance with Letter of Understanding entitled "Compensatory Time Agreement".

8.4 Time and one-half shall be paid in each and any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime. All work performed in excess of forty (40) hours and, in those classes of position in which it is applicable, all work performed in excess of thirty-five (35) hours in any week, with the following exception:

When funds become unavailable within a department to pay cash for work performed between thirty-five (35) and forty (40) hours for employees on a thirty-five (35) hour work week, compensatory time shall be credited to the affected employee at the rate of one and one-half times such hours. However, in any event, an employee may elect to take compensatory time in lieu of cash for the hours between thirty-five (35) and forty (40).

8.5 Whenever an employee is required to work on a holiday designated in this agreement, which falls on his regularly scheduled workday, 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.

*8.6 Overtime work is to be made a matter of record and distributed fairly and equitably among employees eligible for and capable of performing the work in their respective division and class of position. A record of overtime work will be furnished to the Union at the close of each pay period. In any given pay period, in the event that an employee discharges any sick leave, family sick leave, or any other leave without pay (excluding bereavement - 3 days), said employee shall not be permitted to work overtime for the next ten (10) regular working days.

*8.7 Hours which are paid for, but not actually worked, except holidays, shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime compensation, as per R.I.G.L. 36-4-63, as amended.

*8.8 Overtime shall be offered to employees eligible for overtime on the basis of their seniority in their classification within the division in which they are employed. An employee offered overtime will be excused at his request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until his name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and division in which overtime work is assigned voluntarily accept the assignment, the State may direct and require employees within the classification and division to perform work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union at its request.

8.9 No employee shall be required to work more than sixteen (16) consecutive hours except in a state emergency.

See Letter of Understanding - Sick Leave Bill

8.10 Effective with the Fiscal Year beginning July 1, 2002 and every year thereafter employees who accrue compensatory time must use such compensatory time within the fiscal year accrued. Unused compensatory time will be automatically paid to employees at the end of each fiscal year. This section will not apply to compensatory time on the books as of July 1, 2002.

ARTICLE IX HOLIDAYS

9.1 The following shall constitute the official holidays for the purpose of this Agreement: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Election Day, any day on which a general election of State officers is held, Christmas Day, and any day which the Governor or the General Assembly hereinafter designates as a holiday.

9.2 If a holiday falls on a regularly scheduled workday, the employee shall be entitled to the day off and shall be credited with the number of hours in his official work schedule for the day.

9.3 Whenever an employee in a standard workweek (35 hours or 40 hours weekly) is required to work on a holiday which falls on his regularly scheduled workday, he shall be credited with the number of hours in his 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. When a non-standard employee is required to work on a holiday which falls on his regularly scheduled workday, he shall be compensated for an additional seven (7) hours at his base hourly pay rate.

9.4 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 (1) day in his official work schedule. The hours so credited for this day shall not be used in the computation of overtime.

9.5 Whenever an employee in a standard workweek (35 hours or 40 hours weekly) is required to work on a holiday which falls on his regularly scheduled day off, he shall be credited with the number of hours in his official work schedule for one (1) day, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. When a non-standard employee is required to work on a holiday which falls on his regularly scheduled day off, he shall be compensated for an additional seven (7) hours at his base hourly pay rate.

9.6 If a holiday falls on a regularly scheduled workday within an employee's vacation period, the employee shall not be charged annual leave for his absence on that date.

9.7 In the event that any holiday listed in Section 9.1 is eliminated by legislative action and a new holiday is not substituted for the holiday that was eliminated during the same legislative session, the State agrees to add one (1) additional day of Personal Leave.

ARTICLE X
INCLEMENT WEATHER/EMERGENCIES

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

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

ARTICLE XI
SENIORITY

11.1 The parties agree to recognize seniority as defined in the following manner:

Primary Seniority is the length of service in the current class of position computed from the date of appointment in the current class of position.

Secondary Seniority is the length of service in a previously held class of position computed from the date of appointment in said class of position.

State Seniority is the total length of State service.

11.2 It is hereby agreed that the parties hereto recognize primary seniority in all cases of shift preference, days off, floats, relief assignments, vacation time, holiday time, job assignments and location assignments within the bargaining unit.

11.3 Employees who are laterally transferred, as the result of a bid shall not be eligible to again be so transferred until six (6) months have expired from the date of the latest transfer. The limitation of six (6) months, however, shall not apply to employees in classifications that may require work in a schedule other than the normal seven (7) or eight (8) hour day and the Monday through Friday daily work schedule.

11.4 All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union's Executive Director and local Union Presidents or other designated officials at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities

website. Employees shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings.

All new and vacant positions shall be filled from within the bargaining unit wherein the new or vacant position exists from the top six (6) bargaining unit employees on the certified promotional list; or if there are less than six (6) eligible employees therein, the State will select from such list an employee represented by PSA/NEARI.

Any employee hired after January 1, 1978 and holding temporary or provisional status in a class for which he must take a civil service examination may be appointed from any list of eligible certified by the State Division of Personnel for the class of position in which he is employed, provided said employee is reachable on the list certified.

Where no list exists for a competitive position or in the case of a noncompetitive position all new and vacant positions shall be filled from within the bargaining unit from the top six (6) qualified state seniority employees. If there are two (2) qualified employees from within the bargaining unit, the State must pick from the two (2). If there is only one (1) qualified employee in the bargaining unit, the State may select from among the qualified applicants and shall not be required to select the bargaining unit bidder. If a Union member is an applicant for a vacant position within the Department and it is determined that the member is not qualified for the position, the Department of Administration and Human Resources shall notify the member and the Union President of the decision and the reasons why in writing as reasonably as time permits, but definitively prior to the appointment of the selected candidate into the vacancy.

Qualifications will be determined as they relate to the requirements as detailed in the posted job specification.

The parties agree that this language provides a process whereby the State will be able to select among qualified candidates in situations where there is no list for competitive position or in situations where the position is noncompetitive.

Under the provisions of this article, the State agrees to supply the President of the Union with every certified list and amended certified list used for all positions covered by this Agreement and the name of the employee who was appointed to the new or vacant position. All newly hired employees will be provided with an orientation, collaboratively developed by the Union and management. All employees in a new assignment or position may request training related to their new assignment or position.

11.5 The appointing authority shall prepare and forward to the Union President of the bargaining unit a seniority list of employees by class of positions and shall notify the Union of additions and deletions each month. Seniority lists shall be updated each six (6) months.

11.6 Employees performing work in the bargaining unit shall not be required to perform work in any agency outside their career field classification, except in an emergency which is defined herein.

11.7 a. Layoff shall be defined as any separation of a member of the bargaining unit from employment for any reason other than discharge for good and just cause.

b. In the event of a layoff in a class of position within the bargaining unit, the employee and the Union President shall be notified in writing of the layoff four (4) weeks in advance of the layoff. Employees shall be laid off in the following order:

1. Those with temporary status
2. Those with provisional status
3. Those with probationary status
4. Those with permanent status
5. Those with statutory status

c. An employee so notified of layoff shall have the right to displace the most junior employee in the bargaining unit in the same class of position, based upon greater primary seniority.

d. Provided further, that any employee in 1, 2, 3, 4, or 5 above who had been previously permanent in another class of position shall have the right to displace the most junior employee in the bargaining unit in such other class of position based upon the greater sum of primary and secondary seniority.

e. If the employee is unable to exercise his/her primary or secondary seniority advantageously, he/she may exercise his/her state seniority for any position, of equal or lower grade, in the bargaining unit for which he/she is eligible, that is, for which a list exists, or in which he/she is qualified, if no list exists for the position.

f. Prior to any bumping process pursuant to the above, the State will place an affected employee in an available existing vacant comparable position within the bargaining unit. Comparable shall be defined as within the same classification and having the same hours (full-time to full-time; part-time to part-time).

g. An employee who was in a permanent position, and is placed into a limited position and/or appointment pursuant to this section, shall retain all seniority and bumping rights provided in this Article, upon the expiration of the limited position and/or appointment.

11.8 Recall of any employee, who has been laid off, shall be in the reverse order of the procedure as stated above for lay-offs. Any person who has been laid off, shall have his/her name placed on the preferred re-employment list for the bargaining unit. No appointment may be made to any position covered by the Agreement in a class affected by a lay-off while an employee who has been laid off, is available for certification from a re-employment list. Employees affected by a lay-off action will be placed on a preferred re-employment list and shall be recalled in order of seniority as described above. Employees who refuse recall from the preferred re-employment list shall waive all recall rights provided herein and shall be placed on the appropriate re-employment list. A regular employee who is recalled to a limited position and/or appointment shall have his/her name retained on the preferred re-employment list for recall to a regular position. A regular employee may refuse recall to a limited position and/or appointment.

A full-time employee does not waive recall for refusing a part-time position. A part-time employee does not waive recall for refusing a full-time position.

Recall notices shall be sent by certified mail, return receipt request. Unpaid sick leave and personal leave accruals will be frozen for three (3) years from date of layoff.

11.9 Limited Positions and/or Limited Appointments

- a. Limited positions and/or limited appointments shall be defined as those with a known termination date.
- b. Limited positions and/or limited appointments shall be posted as such.
- c. An employee filling a limited position and/or limited appointment for six (6) months (i.e. thirteen bi-weekly pay periods) or more shall receive all rights and benefits of this Agreement.
- d. An employee filling a limited position that was established for six (6) months or more shall receive all rights and benefits of the agreement even if his/her appointment is for less than six (6) months.
- e. An employee filling a limited appointment of less than six (6) months to a permanent position shall receive all rights and benefits of the contract.
- f. If the status of a limited position and/or limited appointment changes to that of a regular position, it shall not be posted.
- g. All limited positions and/or limited appointments which are continued or extended beyond their initial termination date shall not be posted.
- h. An employee who is hired, transferred, or promoted into a limited period position and/or limited appointment shall have the right to exercise bumping rights pursuant to 11.7. Said employee shall receive benefits pursuant to 14.3.

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

11.11 The six (6) months probationary period shall mean 130 days worked in the class of position.

11.12 All new and vacant positions shall be filled within three (3) pay periods after the bidding procedure is completed, and an employee has been selected for the position in question.

11.13 Seniority shall only be broken for resignation, retirement, discharge for good and just cause, exceeding an authorized leave of absence, failure to return after notice of recall, or when an employee is separated from State classified service for more than three (3) consecutive years.

11.14 a. Seniority shall continue to accrue during all periods of active employment and authorized leave of absence, except leaves to protect status.

Seniority shall not continue to accrue during periods of layoffs, nor shall it be broken, unless such layoff exceeds three (3) consecutive years.

11.15 Short-Term Reassignments

- a) The Department of Health will determine which job classification is to be affected, the office within a division from which the position will be reassigned, and the office within a division to which the new assignment will be made.
- b) Short-term reassignments shall be made for purposes of meeting workload demands and/or to utilize the expertise of an individual employee.
- c) Short-term reassignments shall be no less than seven (7) calendar days and not more than six (6) months.
- d) The Department of Health will inform the President of PSA/NEA in writing of the need to reassign a bargaining unit employee and will discuss the issues surrounding this reassignment not less than five (5) days prior to the commencement of the short-term reassignment. The Department of Health will then inform the affected employee in writing, with a copy to the President of the Union, two (2) workdays prior to their being reassigned.
- e) Short-term reassignments shall be based on primary seniority within the affected class of position, qualifications and experience as it relates to the position and the unit for which the vacancy exists. Should no bargaining unit member elect said reassignment based on primary seniority the most junior employee within the affected unit with the necessary qualifications and experience will be reassigned.
- f) In certain circumstances both the Union and the Department of Health recognize that certain assignments cannot be performed by all members within a given class as the result of specialized skills and training.
- g) Employees will be returned to their original assignment at the expiration of the short-term reassignment. Employees who have been reassigned under this section shall not be subject to short-term reassignment for a period of six (6) months from when they are returned to their original position.

- h) Short-term reassignment may be extended by written mutual agreement of the parties.
- i) Nothing in this section shall prevent management from moving employees to assist in other units for periods of no more than one (1) week.

11.16 Permanent Reassignments:

Permanent reassignments are based on Department of Health needs to create a new assignment and at the same time abolish the old assignment in the same class of position.

The Department of Health will determine which job classification is to be affected, the unit in which the assignment will be abolished, and the unit where the new assignment will be created.

The Department of Health will inform the President of PSA/NEA in writing of the need for a permanent reassignment. The Department of Health will meet and discuss with the President of the Union, for a period not to exceed twelve (12) days, the issues surrounding these assignment changes. The Department of Health will notify in writing the affected employee, with a copy to the Union, after meeting with the Union forty-eight (48) hours prior to their being reassigned.

Employees notified of reassignment shall have the right either to accept the reassignment or to be reassigned to the position held by the most junior employee, based upon primary seniority, within the affected class of position within his/her Division, if available, or within the bargaining unit. The most junior employee shall then be reassigned.

Employees who are reassigned under this section cannot be reassigned for a period of one (1) year.

11.17 Reorganization:

Definitions:

1. **Division** – A unit headed by a person on the Executive Committee who reports directly to the Director of Health. For the purposes of this Agreement the term shall also apply to the Health Laboratories.
2. **Center** – A unit headed by a chief or equivalent supervisory position who reports directly to a member of the Executive Committee. For the purposes of this Agreement the term office shall also apply to the three (3) sections in the Health Laboratories, namely, the Environmental Section, the Forensic Sciences Section, and the Biological Section, or as otherwise amended by agreement.
3. **Laboratory** – A unit in the Health Laboratories headed by a supervisor who reports directly to a chief.

4. **Reorganization** – A reorganization shall be defined as those actions necessitated by an Executive Order or by Legislation or by the Agency Director.
5. **Reassignment** – A reassignment shall be defined as when a position currently held by a member of the bargaining unit on the Department of Health position list is moved between Divisions or between centers or between Laboratories in the Health Laboratory.

Reorganization Process:

1. The Union recognizes the State's right to reorganize. The following parameters shall be followed by the parties when a reorganization is necessitated by an Executive Order or by Legislation.
2. The State shall notify the President of the PSA/NEA and the Assistant Executive Director of the NEARI at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to reorganize.
3. 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. The parties will attempt to develop a mutually acceptable procedure for dealing with bargaining unit members affected by the State's reorganization plan within thirty (30) days of the initial contact with the President of the PSA/NEA and the Assistant Executive Director of the NEARI. If no agreement is reached, the reorganization plan will proceed pursuant to this Article. The Union cannot grieve the inability of the parties to reach agreement to a reorganization plan.
4. That plan shall include a thirty (30) day notification to the affected employees.
5. Affected employees shall be given the right to bid on new assignments by primary seniority.
6. Affected employees who have no available assignments within their classification will be offered vacant positions which the State intends to fill, and which have been posted by state seniority in other classifications which they are qualified and able to fill, including positions of equal pay and positions in lower classes without loss of pay.
7. Any employees affected by reorganization who do not exercise seniority to fill any such available comparable assignment or vacancy without loss of pay will be allowed to bump the least senior employee not directly involved in the reorganization in classification within the bargaining unit. If the employee cannot bump the least senior employee in class, the employee will bump the least senior employee in any class, in the bargaining unit, which such employee is qualified and able to fill. The employee bumped shall take whatever comparable assignment or vacancy is available without loss of pay, by State seniority. The rights of the bumping employee and of the bumpee shall be to a position in an equal or lower class, but not in a higher class.

8. In cases where an entire operation is moved from one location to another, all affected employees will be redeployed.
9. 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 Articles 11.7 and 11.8.
10. Assignment of bargaining unit work: No grievance shall be filed or supported by the Union alleging that bargaining unit work previously performed within a Council 94 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. Such grievance 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 shall prevent the Union from subsequently pursuing issues under Article 36 based on nullification of the reorganization plan or other such drastically changed circumstances.
11. Reclassification of existing bargaining unit classifications must be done through negotiations between the parties.
12. Any changes in shifts and/or days off only shall not constitute a reorganization under this Article and must be done under Article 5 of this Agreement.

ARTICLE XII
VACATIONS

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

12.2 On January 1st of each year, employees shall be credited with certain vacation days in accordance with the Schedule. Said days shall not be subject to accrual and shall be designated as "Up Front Days." The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation days subject to accrual shall be accrued according to the following formula:

SCHEDULE

<u>Years of Service</u>	<u>Up Front Days</u>	<u>Days Subject to Accrual</u>	<u>Total</u>
At least 6 mos. but not more than 5 years	2	8	10
At least 5 yrs. but not more than 10 yrs.	2	13	15

At least 10 yrs. but not more than 15 yrs.	4	14	18
At least 15 yrs. but not more than 20 yrs.	4	16	20
At least 20 yrs. but not more than 25 yrs.	9	17	26
Twenty-five years or more	9	19	28

SCHEDULE OF ACCRUAL

<u>Days subject to accrual</u>	<u>Rate</u>
8	.0308
13	.0500
14	.0538
16	.0615
17	.0654
19	.0731

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

When an employee reaches the required number of years of service, which would increase his/her vacation entitlement, the State agrees to add without regard to accrual the additional up-front days on account of the increase in vacation entitlement. For example: an employee who reaches 20 years of service on September 1st would have five (5) additional vacation days added to his/her total of earned vacation credits. The balance of any increase shall be sought to accrual. In no case shall any employee carry over from one year to the next more than the amount of vacation time accrued and credited in one (1) year.

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 his 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 as of the date of termination.

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

12.5 Each employee shall be allowed to take at least two (2) 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 employees 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 two (2) years. Provided, however, that the amount that

is carried over that exceeds one (1) year of accrual shall not be subject to the cash out provision of Article 12.3.

12.8 A record of all vacation time due shall be made available to any employee covered by this Agreement in all departments at least every two (2) weeks (one (1) week after payroll) in all departments. A record of all vacation time due shall be given to all employees covered by this Agreement every three (3) months.

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 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 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 workweek is thirty-five (35) hours or in the non-standard category, shall accrue 4 hours for each bi-weekly period of service; employees, whose basic workweek is forty (40) hours shall accrue 5 hours for each bi-weekly period of service.

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

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 of accrued sick leave to his credit as of the date of termination, according to the following formula:

A 35-hour a week employee or a non-standard employee shall be entitled to receive a full pay for 50% of all accrued sick leave over 390 hours, up to and including 630 hours and 75% pay for all accrued sick leave over 630 hours, up to and including 875 hours. A 40 hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours, up to and including 1000 hours.

13.5 Family and Medical Leave

- (a) For each discharge of leave of three (3) to less than five (5) consecutive days, the employee's appointing authority shall require, and the worker shall provide, a

properly completed Employee Certification of Necessary Absence Form (Affidavit) as provided in the Appendix of this Agreement.

- (b) For each discharge of leave of five (5) or more consecutive days, the employee shall provide properly completed employee and physician portions of the appropriate United States Department of Labor form (currently WH-380-E, WH-380-F, WH-384 or WH-385) as provided in the Appendix of this agreement.
- (c) In order for the appointing authority to designate an absence as FMLA qualifying leave, the employee must follow the procedures and timeline outlined in the State of Rhode Island's FMLA policy.
- (d) Nothing herein exempts the employee's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.
- (e) Notwithstanding the above, the appointing authority, upon reasonable suspicion of leave abuse, may request a properly completed form (as referenced in (b)) for any and all paid or unpaid absences for medical reasons regardless of the duration and the employee will be required to provide such documentation.
- (f) To protect employee privacy rights, all documents containing confidential medical information are maintained as confidential medical records and are kept in separate, secure medical files in the Human Resources Service Center office. Access to these records is restricted as provided by law.
- (g) Nothing herein shall adversely affect an employee's right to leave under either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible employee's leave under such laws.
- (h) Nothing herein shall be construed to conflict with G.L. 1956 § 36-4-63.

13.6 The appointing authority may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay but must require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three (3) consecutive working days.

13.7 In the event of death in the employee's family, the employee shall be entitled to absence with full pay for four (4) days, per death, not chargeable to the employee's sick leave accumulation. If more than four (4) days of bereavement leave are needed, such additional time must be charged to annual or personal leave. Sick leave requests must be in accordance with the provisions of Article XIII, Sick Leave. Family members include: Spouse, domestic partner, child (including foster or step child who reside with employee), mother, father, brother, sister. Three (3) days leave for mother-in-law, father-in-law, grandmother, grandfather, grandchild, or any other relative living in the employee's household. One (1) day leave for aunt, uncle, sister in law, brother in law.

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

- A) At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- B) It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months nor more than twelve (12) months and may be extended by mutual consent; and an early return by the employee may be made upon 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.

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

13.10 Any employee, whose employment requires exposure to X-rays, shall be granted special sick leave credits, not to exceed 120 hours in a calendar year, if he is a 40-hour employee or 105 hours in a calendar year, if he is a 35-hour or non-standard employee. Such sick leave credits shall be available and sick leave granted upon the approval of the Personnel Administrator on the written recommendation of the appointing authority. Such recommendations shall be based upon a determination by blood tests or other approved method and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

13.11 SICK LEAVE BANK

1. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in the bargaining unit covered by this Agreement.
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. Each Sick Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as need basis. (this means the two (2) sick days will only be donated by members if needed, and if not needed, will be restored to each member.) Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.
3. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:
 - A. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.
 - B. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).
 - C. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
 - D. Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
 - E. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute 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.
 - F. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave and compensatory time. (deferred vacation is excluded)
 - G. Part-time employees may participate on a pro rated basis.

- H. 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 hours.
4. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.
 5. If during the calendar year the Sick Leave Bank falls below three fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours or 7 hours) from those employees who made a contribution on January 2 of that calendar year.

13.12 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 their 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 their classification and/or assignment based upon medical verification, the State may offer them education, training or other programs to assist the employee to obtain other employment opportunities in accordance with the Collective Bargaining Agreement and the Merit System Law.

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

13.13 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 Union. 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
HEALTH AND WELFARE

14.1 The State will maintain the current health benefits through December 31, 2018, through a product provided by United Healthcare, or a substantially equivalent package of benefits delivered through a PPO.

Effective January 1, 2019, the State shall offer three plan designs called Anchor Plus Plan, Anchor Plan and Anchor Choice with HSA Plan. These plan designs shall include the following components:

- A Medical Necessity program
- A PCP Coordination of Care program
- A Place of Service Tiering for Imaging Services program
- A Cancer Support program
- Bariatric Resource Services

A) 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 pharmacy out-of-pocket maximum.

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

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15 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 (\$12,000 family)
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

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

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

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

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

- (5) Diagnostic tests (X-rays, blood work) – coinsurance after deductible;
- (6) Imaging (CT/PET Scans, MRIs) – coinsurance after deductible. (Covered in full after deductible if an imaging center is used);
- (7) Inpatient hospital – coinsurance after deductible;
- (8) Outpatient surgery – coinsurance after deductible;
- (9) 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.

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

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

14.4 Insurance

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

For full time employees:

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

\$95,481 and above 25% \$95,481 and above 25%

The Co-Share contribution salary level for full-time and part-time employees shall be increased based on the employee's annualized total rate of pay. The Co-Share contribution salary 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%

14.5 The employee waiver shall be \$1001 (prorated at \$38.50 per pay period).

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

A) Anchor Plus Plan and Anchor Plan:

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

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

The drug copay by mail order shall be as follows:

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

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

B) Anchor Choice with HSA Plan:

On the Anchor Choice Plan with HSA, members shall pay the full retail rate for most prescriptions prior to meeting the deductible. However, if the medication is listed on the pharmacy benefit manager's preventive therapy drug list, the applicable copay amount shall apply instead of the full retail rate. For all covered drugs, after the deductible is met, the applicable copay amount shall apply until the applicable OOPM is met.

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

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

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

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

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

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

14.8 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 families. 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 families. Effective January 1, 2019, the State will offer benefit enhancements, including buy-up option(s). Said modified plan enhancements shall include:

- Increase retail frame allowance from \$65 to \$100
- Increase elective contact lens allowance from \$18 to \$30
- Add a contact lens exam copay of up to \$30
- Extend coverage to dependent children to age 26

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

14.9 Flex Plan

The State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

14.10 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 year (an "activity year"). The earned reductions in medical insurance co-share payments shall be awarded to active employees participating in the State's medical plan in the first half of the calendar year following each activity year.

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 Preventive 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 under the State's medical plan shall be eligible to participate in the Annual Preventive Exam Incentive. Employee policy holders participating in the State's medical plan whose spouse obtains a qualifying preventive exam during an exam year will receive an annual one-time \$250 reduction in medical insurance co-share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventive exams obtained during an exam year shall be awarded to active employees whose spouses participate in the State's medical plan in the second half of the calendar year following the exam year.

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.

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

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

14.13 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.

14.14 The State will allow a bargaining unit member to opt out of employer provided health insurance consistent with the opt-out provisions of the State's Section 125 Cafeteria Plan and applicable IRS regulations.

ARTICLE XV
RETIREMENT

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

ARTICLE XVI
GROUP LIFE INSURANCE

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

16.2 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 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 (\$1,000.00) dollars, plus an equal amount of group accidental death insurance with dismemberment coverage.
- c) Each such amounts of insurance will be reduced by one percent (1%) thereof at the end of each calendar month following the date the employee attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five (25) percent of the coverage in force immediately prior to the employee's sixty-fifth (65th) birthday.
- d) The cost to the employee of such insurance shall not exceed the rate of twenty-five (25) cents bi-weekly for each one thousand dollars (\$1,000.00) of his group life insurance.
- e) Upon an employee's termination from State service, the policy may be converted to an individual policy of life insurance at standard rates.

ARTICLE XVII
LEAVE WITHOUT PAY

17.1 It is agreed that, upon written application, an employee with permanent, provisional or probationary status may be granted a leave without pay, not to exceed six (6) months, subject to renewal for reason of personal illness, disability, educational improvement or

other purpose deemed proper and approved by the appointing authority and Personnel Administrator. Approval of such leaves shall not be unreasonably withheld.

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

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

Any employee who accepts another position of a different classification in the classified service, shall be granted automatically a leave of absence of six (6) months.

All employees who on or after January 1, 1996 transfer to a different class or are promoted will be entitled a leave of absence from their previous positions for six (6) months.

17.3 Employees returning from an authorized leave for educational improvement must return to their current position for a period of one (1) year and remain in State service for two (2) years. In the event said employee fails to comply with these obligations, he/she (not the Union) will be required to reimburse the State for the full amount expended by the State, including the cost of health insurance. In the event that an employee leaves State employment within two (2) years, such amounts will be pro-rated based on the months of service. The State shall deduct any paid leave accruals otherwise due upon separation from the employee's debt to the State.

ARTICLE XVIII **JURY LEAVE**

18.1 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 of such duty and shall receive his jury duty pay or his regular pay, whichever is the greater.

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

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

ARTICLE XIX **MILITARY LEAVE**

19.1 Every employee covered by this 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 12 months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from said

ARTICLE XX
MILITARY TRAINING LEAVE

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

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

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

ARTICLE XXI
CALL IN TIME

21.1 It is agreed that when an employee is called to work a shift other than his own, he will be permitted to complete the shift period unless he is informed prior to the beginning of the shift that he is only needed for a stated number of hours.

21.2 Employees who are called in to report for work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

ARTICLE XXII
BULLETIN BOARDS

22.1 The State agrees to provide reasonable bulletin board space for exclusive use by the union where notices may be posted. All notices shall be on Union stationery, signed by an official of the Union and shall only be used to notify employees of matters pertaining to union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, obscene, or defamatory on the State or its representatives, or which constitutes political election campaign material for or against any person, organization or faction thereof.

ARTICLE XXIII
UNION COMMITTEE

23.1 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 the approval of the department director involved, and such approval shall not be unreasonably withheld. It is understood that full accountability for the use of such paid leave is a legitimate management concern.

23.2 No union steward or committee member or representative shall be discriminated against as a result of performance of legitimate union business.

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

23.4 Union staff representatives will be permitted to visit union officers and committee members on State premises for the purpose of discussing Union business.

23.5 The State agrees to pay the cost of printing the agreement and will provide sufficient copies to the Union.

ARTICLE XXIV

TUITION REIMBURSEMENT PROGRAM

24.1 An educational benefit will be made available to all members of the bargaining unit in accordance with the following:

Employees within the bargaining unit may apply to have the cost of tuition and required books reimbursed for approved college and university courses taken at approved or accredited colleges or universities which are job related or required as part of job related degree programs and for which the employee receives at least a grade C for undergraduate courses and a grade B for graduate courses. The maximum reimbursement shall not exceed twelve hundred (\$1,200.00) dollars per course. Requests to take courses under the program must be presented in advance to the employee's division chief who will make recommendation for approval or denial to the Education Committee.

24.2 Tuition reimbursement shall be funded by the Department in an amount not to exceed twenty five thousand (\$25,000.00) dollars per fiscal year.

Any funds unused during each of the aforementioned categories shall carry over to the next category. However, unused funds shall not carry over from one fiscal year to another.

24.3 Employees shall be allowed to attend courses during the normal working hours only if the course is not available outside the employee's normal working hours. If the employee must take a course during his/her normal working hours, the time taken off must either be charged as personal leave or vacation leave or made up on a regularly scheduled basis arranged with the employee's supervisor. In no case will an employee be allowed to carry a time deficiency over from one week to another.

Requests to take courses during normal working hours will be granted only if it is determined that all job assignments can be completed satisfactorily.

24.4 An Education Committee shall be established consisting of the Labor Relations Coordinator,

two (2) union members appointed by the union president, and a Ph.D. or M.D. appointed by the Director. The Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for both undergraduate and graduate programs. In the event of a tie vote by the Committee, the decision will be made by the Department Director.

24.5 Course disbursements shall be made in a fair and equitable manner and shall attest number of employees as is practicable. Course reimbursement shall be made on the basis of primary seniority.

24.6 State agrees to pay an additional TWO THOUSAND AND ONE HUNDRED (\$2,100.00) DOLLARS to employees covered by this Agreement, who possess a Master's Degree or a more advanced Degree, such as a Ph.D. in a field that is directly related to the employee's job classification as determined by the director.

This payment shall be limited to a maximum of \$2100.00 regardless of the number of advanced degrees that an employee possesses.

This payment shall be limited to a maximum of \$2,300.00 regardless of the number of advanced degrees that an employee possesses.

ARTICLE XXV
DISCIPLINE AND DISCHARGE

25.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article XXVI. If the appointing authority has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of two (2) 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. Written notations of oral reprimands shall be expunged from the employee's personnel record after one (1) year. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee's union representative only with the written consent of the employee.

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

Where appropriate, disciplinary action or measures shall include only the following:

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

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

25.2 The Appointing Authority shall not discipline an employee without just cause. Within two (2) weeks of a suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article XXVI and such hearing shall be held no later than three (3) days after the Union's request.

25.3 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.

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

ARTICLE XXVI GRIEVANCE PROCEDURE

26.1 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.

26.2 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.

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

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

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

Section 4. (Miscellaneous Provisions) Sustained grievances will be implemented or the necessary paperwork to implement the remedy will be initiated within twenty-one (21) days after the receipt of the decision from the Department of Administration.

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

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

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

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

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

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

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

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

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

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

The State is in the process of developing an electronic on-line system to file, process, schedule and track grievances. At such time as the State is prepared to test the new system, the State will notify the Union for the Union's review, comments and testing prior to

implementation. The State will use reasonable efforts to accommodate suggestions/requests from the Unions. When the system becomes operational, the Union will fully cooperate with the use thereof to include the use of standardized grievance forms and the filing and processing of grievances through the on-line system.

ARTICLE XXVII ARBITRATION

27.1 If a grievance is not settled under Article XXVI, such grievance shall, at the request of the Union or the State, be referred to the Labor Relations Connection (or any other entity the parties agree to) The parties may mutually agree to an alternative method of arbitration.

27.2 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.

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

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

27.5 All submissions to arbitration must be made within 30 days after the grievance procedure decision.

27.6 Discharge, suspension, health and safety grievances must be heard in arbitration within 4 months and the demand must be filed within 10 days of the grievance decision, if the Union desires an accelerated arbitration on such issues, and same will be scheduled, if possible.

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

ARTICLE XXVIII PERSONNEL FILES

28.1 An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file, provided, however, that any letters of recommendation solicited in connection with his/her initial employment shall not be available to that employee. The employee shall have the right to reproduce at the employee's cost any document in the employee's personnel file.

28.2 An employee shall be given a copy of any material if it is to be used in connection with a grievance or a Personnel Appeal Board hearing.

28.3 No derogatory material shall be placed in the employee's personnel file unless the employee has an opportunity to read the material and an opportunity to sign and date the material indicating the employee has read the material. Such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content.

28.4 No anonymous material shall be placed in the employee's personnel file. Materials shown to be false or unsubstantiated shall be removed from the employee's personnel file. The personnel office shall be responsible for notifying in writing any persons or organization to which it may have forwarded false information.

28.5 There shall be only one official file kept in the Department of Health Personnel Office. Supervisors shall have the right to maintain their own unofficial file. However, the basis for any disciplinary action taken against an employee must be included in the official file.

28.6 Additional information must be signed by the employee indicating the employee has seen but is not necessarily in agreement with said information.

28.7 The employee shall have the right to answer any material filed, and the employee's answer shall be attached to the copy in his/her personnel file.

ARTICLE XXIX **HEALTH & SAFETY**

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

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

29.3 A safety committee shall be appointed, composed of two (2) representatives selected by the Union and two (2) representatives by the State. Said committee shall appoint its own chairman and shall meet when it is determined by two (2) or more members that such a meeting is warranted. It may draw up a Health and Safety Code to recommend to the State.

29.4 The members of the local may report conditions which they consider unhealthy or unsafe to the President of the Local who shall be authorized to submit them to the Health and Safety Committee for consideration.

29.5 Employees shall not be required to use their personal tools in carrying out their duties.

29.6 A Safety Committee shall be established for the workplace. The Committee shall be composed of two (2) representatives selected by the Union and two (2) representatives selected by the Director. The Committee shall select its own chairperson. The Committee shall review all safety manuals and make recommendations to the proper authority for amendments, deletions, and/or additions.

29.7 The State and Health Department shall provide and maintain safe working conditions relating to the health, welfare, and safety of the employee and make a conscientious effort to maintain standards comparable with OSHA standards.

29.8 The State/Health Department shall provide employees with toilet facilities with locks; cool, clean drinking water; and hot water within reasonable access to the employee's work area. (Reasonable shall mean within the building of employment excluding trailers).

29.9 Every effort will be made to ensure that sidewalks and parking areas will be lighted and cleared of ice and snow during winter.

29.10 In the event of a bomb scare, the building will be evacuated, searched, and declared safe by trained personnel before employees are required to return to work.

29.11 The Health Department shall provide suitable space for an employee's lounge in each office building. If this is not possible, then a space in each building will be set aside for the use of employees for coffee breaks and lunch.

29.12 In the workplace the Department agrees to have available and maintain Red Cross Certified First Aid kits and have eye washes available in the chemical laboratories, as appropriate. In the Cannon Building the Department agrees to have available and maintain Red Cross Certified First Aid kits in each division, as appropriate.

29.13 Every effort will be made to provide all offices and work areas with natural or mechanical systems of ventilation, which provide good quality air. In the event the air handling system shuts down completely in the workplace, the Department will have the option to:

- (a) Move employees to an unaffected area;
- (b) Have employees remain in the affected area;
Or, if the Department requests and the employees agree:
- (c) Allow employees to take leave without pay for the remainder of the workday, or;
- (d) Allow employees to take vacation or personal leave for the remainder of the workday.

29.14 In the event of a total power outage in the workplace the Department:

- (a) Shall move employees to an unaffected area; Or, if the Department requests and the employee agrees:
- (b) Allow employees to take leave without pay for the remainder of the workday, or
- (c) Allow employees to take vacation or personal leave for the remainder of the workday.

29.15 If the temperature in the workplace rises to 90 degrees or falls to 60 degrees, the Department will have the option to:

- (a) Move employees to an unaffected area;

- (b) Have employees remain in the affected area, provided that the temperature conditions do not create a dangerous situation; Or, if the Department requests and the employee agrees:
- (c) Allow employees to take leave without pay for the remainder of the workday, or
- (d) Allow employees to take vacation, sick or personal leave for the remainder of the workday.

29.16 The Health Department shall provide CPR training to interested employees. Employees shall be allowed to take CPR training during working hours.

29.17 No employee shall be required to collect and/or handle samples known to be dangerous unless trained in advance and provided with necessary safety equipment, as determined by the supervisor outside of the bargaining unit.

29.18 The Department of Health will issue clean laboratory coats to Laboratory employees on a weekly basis.

29.19 An employee inspecting, observing, monitoring, collecting, and/or handling samples in the field shall be notified in advance of any known dangerous or hazardous conditions which exist in the immediate area and be provided with necessary safety equipment, as determined by the supervisor outside the bargaining unit.

29.20 The employer shall be responsible for any damage of wear occurring to a member's personal property, during the performance of his/her employment, limited to \$75/per incident.

ARTICLE XXX **MAINTAINING A LICENSE OR CERTIFICATION**

30.1 For employees covered by this agreement in any position requiring a license or certification for which the employee must pay annual fees to maintain employment in their current position at their current pay grade, if it is brought to the State's attention that the licensure is no longer valid or not necessary for the position and the State agrees, the State shall begin the process for public hearing to have the requirement for that licensure removed. Employees shall continue to be responsible to maintain the license or certification until that requirement is lawfully removed.

ARTICLE XXXI **EXAMINATION IN THE CLASSIFIED SERVICE**

31.1 When the Examination Section of the State Division of Personnel contacts the Health Department to furnish information for content areas for an examination, it will contact the Union President, in writing, to submit his/her suggestions for exam content. If requested by the Union President, the Examination Section will meet with the President to discuss the content area.

ARTICLE XXXII

SEVERABILITY

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

32.2 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 XXXIII **SUB-CONTRACTING PROCEDURE**

33.1 The State shall continue to provide work for employees in the bargaining units, and shall avoid, insofar as is practicable, the sub-contracting of work performed by employees in the bargaining unit on the date of this agreement, provided however:

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

- (1) Notify the Union's President in writing of its intention six (6) months in advance of sub-contracting, and
- (2) Whenever the State seeks and obtains bids from prospective sub-contractors, it shall, at least 60 days before binding itself to any sub-contracting agreement, notify the President of the Union that it has received the bids and shall grant the union a reasonable opportunity to meet with the Director of Administration or other appropriate State Officials to discuss the advantages and disadvantages of sub-contracting and to develop a mutually acceptable plan for protecting the interests of any employees who will be affected.

The State's assurances in the development of such plan would be to:

- (1) Place employees affected by the sub-contracting into available jobs which they can perform;
- (2) Place employees laid off on a preferred hiring list for recall;
- (3) Prohibit the hiring of any new employees to positions which the affected employees could perform;

- (4) Attempt to waive or modify any law or regulation which would in any way deny preferred treatment of affected employees.

In the event that such mutually acceptable plan is not resolved, either party may request the Federal Mediation and Conciliation Service to attempt to resolve the dispute. If such efforts do not provide a mutually acceptable plan, the FMCS shall recommend steps to be taken by the parties, but in any event, employees adversely affected by sub-contracting shall be enabled to utilize the seniority rights as established in this Agreement.

ARTICLE XXXIV
LEGAL DEFENSE

34.1 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 intellectual judgment or analysis and shall not apply to physical acts of the employees, except in reasonable self-defense.

ARTICLE XXXV
COMPENSATION PLAN/MALPRACTICE COMMITTEES

35.1 The parties agree to the formation of a Compensation Plan Committee composed of five (5) members each from the Union and the State who will meet no later than thirty (30) days after the date of this Agreement to review the State Compensation Plan, including job specifications, qualification standards, rate ranges, and grades, examination, rate premiums and in-service training.

35.2 The parties agree to form a committee of seven (7) members consisting of three (3) members appointed by the State, three (3) members appointed by the Union and the six (6) members to choose a seventh member, who shall preside over the meetings. This committee shall be formed within thirty (30) days after the signing of this agreement.

35.3 The purpose of the committee shall be to study the necessity of providing malpractice insurance to licensed practical nurses, Phlebotomists, and any other employees subject to malpractice suits.

35.4 Committee shall report to the State and the Union before March 1, 1981.

ARTICLE XXXVI
P.E.O.P.L.E. DEDUCTIONS

36.1 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 P.E.O.P.L.E. contributions authorized by the employee.

ARTICLE XXXVII
NON-PERFORMANCE OF BARGAINING UNIT WORK

37.1 Work normally performed within an established bargaining unit shall not be performed by any employee outside said bargaining unit, except in an emergency situation.

ARTICLE XXXVIII
MILEAGE PROVISIONS

38.1 Commencing July 1996, mileage will be paid at the rate set by the Internal Revenue Service.

ARTICLE XXXIX
PERSONAL BUSINESS LEAVE

39.1 The State shall allow each employee a maximum of thirty-two (32) hours or the equivalent of four (4) working days leave with pay per fiscal year to be used for personal business and/or religious observance. Such leave may be used for personal religious observances.

39.2 Employees shall not be required to state the reason for personal leave.

39.3 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of division functions.

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

39.5 Grievances arising out of this provision shall be filed directly with the Office of Labor Relations; a hearing and decision shall be rendered within twenty-four (24) hours of the receipt of such grievance.

39.6 Employees originally appointed prior to March 31st shall be entitled to four (4) personal leave days as provided in this Article.

Employees originally appointed between April 1st and June 30th shall be entitled to three (3) personal leave days as provided in this Article.

Employees originally appointed between July 1st and September 30th shall be entitled to two (2) personal leave day as provided in this Article.

Employees newly appointed after October 1st shall be entitled to one (1) personal leave day as provided in this article.

ARTICLE XL
EMPLOYEE FEEDBACK PROGRAM

40.1 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 joint committee shall meet 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.

Special problems in the administration of this Article shall be addressed by the Union President directly with the Director of Health at the request of either such party.

The employee feedback form shall be retained in the employee's personnel file for a period of one (1) year. Only the most recent feedback material shall be included in the individual employee's personnel file.

ARTICLE XLI RECLASSIFICATION AND/OR UPGRADING

41.1 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, or any employee asked to perform responsibilities out of classification, or 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 with a questionnaire 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 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 Merit System Law and Personnel Rule 2.015:

"When an employee holds permanent status, or is serving probationary period in a class of position and the position is reallocated 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 of the same 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 reasons 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 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 an upgrading, the State may exercise one (1) of two (2) options:
 - 1) The employee should be reallocated to the position that best represents the duties per-formed by the employee, or
 - 2) Inform the employee he/she is not to perform any duties other than those required of the class specifications for said position.

ARTICLE XLII ALTERATION OF AGREEMENT

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

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

42.3 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 XLIII
NO STRIKES OR LOCKOUTS

43.1 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 terms of this agreement.

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

43.3 If during the life of this agreement any employees represented by the Union engage in a strike, work stoppage or slowdown contrary to Section 42.1 the Union shall promptly notify the State Labor Relations Administrator, in writing, that the action is unauthorized and shall promptly take steps to end the unauthorized action. The State agrees that if the Union complies with these requirements, the Union shall not be liable for any damages caused by unauthorized strike, work stoppage or slowdown.

ARTICLE XLIV
JOINT MANAGEMENT/LABOR COMMITTEE

44.1 There shall be established within the Department of Health a Joint Management/Labor Committee consisting of three (3) representatives of Department of Health management and three (3) representatives of the employees in the PSA/NEA bargaining unit in the Department. The Director of Health shall appoint the management representatives, and the PSA/NEA President of the Department shall appoint the representatives for the bargaining unit. All committee members shall be full-time employees of the Department of Health.

The purpose of said committee shall be to promote effective communication and harmonious working relationships between management and labor in the Department of Health. Subjects to be considered shall include, but are not limited to: staff development, career opportunities, including promotions and assignments, and the maintenance of high standards of professionalism in the Department of Health.

Any recommendations made by a majority of the Joint Management/Labor Committee shall be submitted to the Director of Health and the PSA/NEA for consideration.

ARTICLE XLV
TESTING ACCESS

45.1 Employees who have previously been admitted to an examination shall be readmitted upon reapplication. The employee is responsible to fill out the application as if it were an application for the initial examination.

ARTICLE XLVI
STUDY GROUP

46.1 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 Unions representing State employees. The Director of Administration (or his/her designee), as one of the State's three members, shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

ARTICLE XLVII
TERMINATION & REOPENING OF AGREEMENT

47.1 This agreement shall be effective from the 1st day of July 2017, until the 30th day of June 2020. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement to the other party. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the designated termination date.


SIGNATURE PAGE

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

FOR THE STATE OF RHODE ISLAND

NEARI/PSA (DOH)

Governor, Gina Raimondo



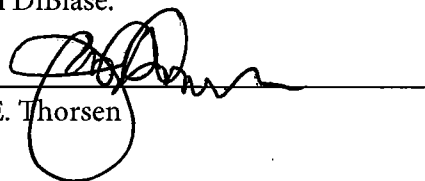
Andrea Creach, President

Michael DiBiase
Department of Administration



Sarah Markey
Assistant Executive Director

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



James E. Thorsen

MEMORANDUM OF UNDERSTANDING

PARKING

For clarification purposes only, the State has a unilateral right to create incentive programs to encourage employees to not drive to work and park.

MEMORANDUM OF AGREEMENT

IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT

This Memorandum of Agreement is entered into by and between the State of Rhode Island (the "State") and Council of Budget Personnel (the "Union") (collectively the "Parties").

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

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

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

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

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

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

1. Mid-Term Discussions/Bargaining

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

2. Mutual Cooperation

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

FOR THE STATE OF RHODE ISLAND

NEARI/PSA (DOH)

MEMORANDUM OF AGREEMENT

Layoffs/Shutdowns or Pay Reductions

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

LETTER OF UNDERSTANDING

SICK LEAVE BILL

The parties hereto recognize that the Rhode Island General Assembly has enacted an amendment to Title 36, Chapter 4, of the Merit System Law. Said amendment is identified as Title 36, 4, Section 63. Therefore, the parties have agreed to amend those provisions contained in the October 2, 1980 Collective Bargaining Agreement that conflict with R.I.G.L. 36-4-63. These provisions are set forth below. Should the legislature repeal the R.I.G.L. 36-4-63 in whole or in part or should a court of competent jurisdiction declare R.I.G.L. 36-4-63 to be unconstitutional in whole or in part, those provisions set forth below would again become operative from the effective date of a final adjudication by a court of competent jurisdiction declaring said statute to be unconstitutional.

Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective division and class of position. A record of overtime work will be furnished to the Union at the close of each pay period.

Hours credited for holidays, sick leave, vacation and compensable injury shall be considered as time worked for the purpose of computing overtime. Where the employee's work record gives evidence of abuse of sick leave, then it shall be the management's prerogative to deny the applications of hours credited for sick leave for the purpose of computing overtime. However, the employee shall be entitled to pursue such a denial through the grievance procedure, where he feels the denial improper.

Overtime shall be offered to employees on the basis of their seniority in their classification within the division in which they are employed. An employee offered overtime will be excused at his request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until his name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and division in which overtime work is assigned voluntarily accept the assignment, the State may direct and require employees within the classification and division to perform the work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union at its request.

LETTER OF UNDERSTANDING

SICK LEAVE BILL

The parties hereto recognize that the Rhode Island General Assembly has enacted an amendment to Title 36, Chapter 4, of the Merit System Law. Said amendment is identified as Title 36, Chapter 4, Section 63. Therefore, the parties have agreed to amend those provisions contained in the October 2, 1980 Collective Bargaining Agreement that conflict with R.I.G.L. 36-4-63. These provisions are set forth below. Should the legislature repeal the R.I.G.L. 36-4-63 in whole or in part or should a court of competent jurisdiction declare R.I.G.L. 36-4-63 to be unconstitutional in whole or in part, those provisions set forth below would again become operative from the effective date of a final adjudication by a court of competent jurisdiction declaring said statute to be unconstitutional.

The appointing authority may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay, but must require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three (3) consecutive working days.

The State reserves the right to notify the Union of additional provisions in the Collective Bargaining Agreement which it contends also conflict with 36-4-63.

LETTER OF UNDERSTANDING

The State and the Union emphasize their mutual concern for the protection of State employees from sexual harassment within their work atmosphere. Attached hereto is a copy of Executive Order No. 91-39 issued by the Honorable Bruce G. Sundlun in which the Department of Equal Employment Opportunity was directed to established procedures for investigation and resolution of complaints of sexual harassment.

The Parties hereby agree that a copy of Executive Order 91-39 shall be posted in all work areas. The parties also agree that they shall conduct a joint review of the progress and effectiveness of such procedures.

STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS
EXECUTIVE CHAMBER, PROVIDENCE

Lincoln Almond
Governor

LETTER OF AGREEMENT

OUTING AGREEMENT

Members of the Professional Staff Association/National Education Association at the Department of Health will be subject to the following regarding "outings".

- 1) Members will be permitted to have leave with pay for two (2) hours in their workday if they are scheduled to work on the day of the outing.
- 2) In the event all employees who wish to attend an outing cannot be granted leave because of the necessity of maintaining sufficient staff to provide their services as needed, employees will be granted leave on the basis of their primary seniority. Those who desire to attend the outing but cannot be given leave on the day in question, will be granted leave with pay at a later date.
- 3) Such absences will be permitted only if no overtime personnel services are necessary to cover such absences.

EXECUTIVE ORDER
NO. 91-39
OCTOBER 28, 1991
SEXUAL HARASSMENT

WHEREAS, it is imperative that all State employees be permitted a work atmosphere free from unwanted sexual harassment. Sexual harassment is an offensive working condition which will not be tolerated by this Administration. It is a particularly sensitive issue, but it is an issue that must be dealt with openly and firmly.

WHEREAS, sexual harassment is unsolicited, deliberate, or repeated sexually explicit derogatory statements, gestures, or physical contacts which are objectionable to the recipient and which cause discomfort or humiliation. Sexual harassment may involve pressure from a person of either sex against a person of the opposite or same sex, and may occur in any employment relationship.

WHEREAS, in some cases sexual harassment constitutes unlawful sex discrimination for which legal remedies are available under Title VII of the Civil Rights Act of 1964, as amended. In other cases the nature of the harassment is such that internal personnel procedures may be the appropriate form of redress.

WHEREAS, sexual harassment undermines the integrity of the workplace, results in deleterious employment consequences to its victims, and must be eliminated.

NOW, THEREFORE, by virtue of the authority vested in me as Governor of the State of Rhode Island and Providence Plantations it is ordered as follows:

To ensure a work environment free from sexual harassment

1. The Director of the Department of Equal Opportunity shall be responsible for providing a program of training for the Equal Opportunity officers of each Department, Agency, Board, and Commission under the jurisdiction of the Governor. Such training shall include the identification of sexual harassment and the procedures for investigation and resolution of complaints.
2. The head of each Department, Agency, Board, and Commissions under the jurisdiction of the Governor shall be responsible for:
 - A. disseminating to each person in his or her employ appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated and organizations through which victims may seek assistance; and,
 - B. briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action. All other constitutional officers are urged to implement similar policies to assure the elimination of sexual harassment. This order shall not be construed to enlarge upon, not to limit

or abridge the rights of any person under the constitutions or statues of the United States or the State of Rhode Island. This order is effective upon filing with the Secretary of State.

Sincerely,

Bruce G. Sundlun
GOVERNOR

MEMORANDUM OF AGREEMENT
BETWEEN
R.I. DEPARTMENT OF HEALTH
AND
PROFESSIONAL STAFF ASSOCIATION/NEA

This Memorandum of Agreement is entered into by and between the R. I. Department of Health and the Professional Staff Association/NEA on this 6th day of November 1985. The parties hereby agree:

1. Vacation and sick leave accruals for all members shall be posted biweekly, in each area, by social security number.

For the RI Department

of Health

For the PSA/NEA

MEMORANDUM OF AGREEMENT

**BETWEEN
RI DEPARTMENT OF HEALTH PSA/NEA
AND
STATE OF R.I./DEPARTMENT OF HEALTH**

It is hereby agreed:

1. A temporary employee who fails to qualify pursuant to Section 36-4-31 of the Merit System Law shall not be permitted to "bump" in accordance with Article 11.7; however, if on leave to protect status, the employee shall be returned to his/her former position.
2. A temporary employee terminated for failure to qualify pursuant to Section 36-4-31 of the Merit System Law shall receive the layoff benefits provided in accordance with Article 14.3.

(s) John J. Turano
For the State

(s) Vincent P. Santaniello
For the Union

(s) Edward D'Arezzo
For the PIDH

Dated:

MEMORANDUM OF AGREEMENT

**BETWEEN THE
STATE OF RHODE ISLAND
AND THE
PROFESSIONAL STAFF ASSOCIATION/NEA**

The parties hereby agree that:

A State employee who terminates employment and is subsequently re-employed by the State shall be eligible to receive an aggregate longevity increase for the period of initial employment and subsequent employment.

FOR THE STATE:

FOR PSA/NEA:

DATED

LETTER OF UNDERSTANDING
COMPENSATORY TIME AGREEMENT

Members of the PSA/NEA bargaining unit, may occasionally be required to work in excess of their normal workweek, due to the nature of job responsibilities.

Non-standard employees who work in excess of their normal workweek shall be allowed compensatory time at straight time for hours worked in excess of 35 hours/week and at time and one-half for hours worked in excess of 40 hours/week provided:

- a. That such time is reviewed and approved by their supervisor:
- b. That such time will be discharged within the next three (3) pay periods of the pay period in which the excess time is worked with approval of the supervisor, and approval shall not be unreasonably withheld.
- c. This agreement is an extension to the overtime equalization provision.
- d. When an employee has accrued 70 hours of compensatory time they must begin to discharge such time with the approval of their supervisor. Such time must be discharged within a six-month period of time.

MEMORANDUM OF AGREEMENT

**BETWEEN
STATE OF RHODE ISLAND/DEPARTMENT OF HEALTH
AND
PROFESSIONAL STAFF ASSOCIATION/NEA**

This Memorandum of Agreement is entered into by and between the State of Rhode Island/Department of Health and the Professional Staff Association/NEA on this 7th day of February 1986. The parties hereby agree:

1. The issue of non-standard employees and compensatory time shall remain open for continued negotiations.

LETTER OF UNDERSTANDING

During the course of negotiations, the State agreed to provide a letter with respect to consolidation and/or reorganization within the Department of Health. This letter advises the Union that it has been informed by the State that during the time period from the date of this agreement to June 30, 1995 it may be studying and investigating ways in which to consolidate, and/or reorganize the operation of State government, including without limitation, the work within this bargaining unit, in order to more efficiently continue to provide services to the people of this State and enhance those services and delivery where possible.

To this end, during the life of this Agreement, the Union shall be consulted with respect to the planning for reorganization and/or consolidation and shall be given access to all pertinent information related thereto. In the instance of a reorganization and/or consolidation that results in job abolishment if permissible by contract, layoff, or a reduction in the basic workday, workweek, work year or adjusted salary in any manner whatsoever the job abolishment and/or layoff provisions of such collective bargaining agreement shall prevail.

LABOR MANAGEMENT COMMITTEE

The parties agree to establish a committee which shall be comprised of three (3) members from management and three (3) members selected by the Union. The committee shall study and report to the Directors of the Department of Health and Administration concerning the desirability of providing membership in professional organizations to members of the bargaining unit. The committee shall also make recommendations to the Directors regarding travel to conferences and seminars for bargaining unit members.

For the State:

For the Union:

MEMORANDUM OF AGREEMENT

RETIREE HEALTH INSURANCE

The parties agree that retiree health insurance benefits as set forth in Article 4 of 08-H 7204 SUB A, as amended, approved May 1, 2008, shall remain in effect for the term of this agreement. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

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-shares 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

PERFORMANCE DEVELOPMENT

The State's Performance Development Program (hereinafter, "PDP") is designed to encourage employees and their supervisors to meet, discuss, and set goals that are consistent with the operations and missions of the employer and to encourage increased communication between the employee and their supervisor.

The State and the Union agree to establish a committee to discuss the implementation of the PDP. The Committee will consist of up to three members appointed by the State and three members appointed by the Union. The Committee will begin to meet upon ratification of this Master Agreement and will meet at least once a month until implementation of the Program. The Committee will discuss issues of concern to the State and the Union and the process and procedures for implementation of the PDP. The State shall determine the start date for the PDP with the timeframe of this Master Agreement. Upon the implementation of the PDP, the Committee will meet quarterly to review the process.

All employees are required to participate in the PDP. Employees shall be permitted to respond to the PDP. The results of the PDP shall not be used by the State to initiate or support a disciplinary action, nor by an employee in defense of a disciplinary action. Dispute of overall annual PDP evaluations, that are less than satisfactory (Improvement Needed or Not Meeting Objectives) shall be subject to the grievance and arbitration procedure.

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by and between the State of Rhode Island and the

DOH/PSA/NEA

WHEREAS, the State of Rhode Island is contending with a fiscal crisis of historic proportions characterized by diminishing tax revenues, projected substantial annual budget deficits and extremely high unemployment; and

WHEREAS, there exists a dispute between the Unions and the State in which the Unions contest the legal and contractual authority of the State to implement Executive Order 09-20, and in which the State denies the alleged lack of authority in this regard; and

WHEREAS, without in any way conceding their respective positions, the parties hereto are desirous of avoiding the extensive and costly litigation that would ensue if a resolution is not reached, and are further desirous of implementing a plan to avoid shutdowns and/or layoffs of employees and to resolve the dispute between the parties in an amicable fashion, and to facilitate more harmonious and cooperative relationships between the State, the Unions and employees.

NOW THEREFORE, in the best interests of the parties and to avoid an interruption of State services to the citizenry, on this 28 day of September, 2009, it is hereby agreed by and between the State of Rhode Island and the DOH/PSA/NEA that the Collective Bargaining Agreements/Memoranda of Settlement for the period of July 1, 2008 through June 30, 2012 remain unchanged except as follows:

No Layoff, Shutdowns or Pay Reductions:

The State agrees that there shall be no layoffs, shutdown, furlough, or pay reduction days, other than those pay reduction days referenced herein, through June 30, 2011.

Settlement Agreement and Consent Decree:

Upon execution and ratification of this Memorandum of Agreement, the parties will jointly cause the terms of this Memorandum of Agreement to be reduced to a consent decree and jointly request approval and entry of that decree(s) in the Supreme Court action entitled Council 94, et al. vs. Carcieri et al., Case Nos. _____ (Union/Case Nos.)

The Unions will formally withdraw any and all grievances filed directly or indirectly related to EO-09-20 with prejudice. The parties also agree that the consent decree will include language that indicates that the parties agree that the consent decree is an amicable resolution of disputed positions and that nothing therein shall be considered an admission of liability.

Pay Reduction FY 2010:

All employees shall receive eight (8) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2010 as designated below:

	Pay Period	Paycheck
1	9/27/09-10/10/09	10/16/09
2	10/25/09-11/7/09	11/13/09
3	11/22/09-12/5/09	12/11/09
4	12/20/09-1/2/10	1/8/10
5	1/17/10-1/30/10	2/5/10
6	2/28/10-3/13/10	3/19/10
7	3/28/10-4/10/10	4/16/10
8	4/25/10-5/8/10	5/14/10

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of 10.0 days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this additional paid leave (Pay Reduction Leave "PR") commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall be 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. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

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

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

Salary Increase Delay:

The three percent (3%) across the board salary increase, which would otherwise be effective July 1, 2010, shall not be effective until January 2, 2011.

Pay Reduction FY 2011:

All employees shall receive four (4) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2011 as designated below:

	Pay Period	Paycheck
1	1/2/2011-1/15/2011	1/21/2011
2	1/30/2011-2/12/2011	2/18/2011
3	2/27/2011-3/12/2011	3/18/2011
4	3/27/2011-4/9/2011	4/15/2011

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of five (5) days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this PR commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash

9/22/09

payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/2/2011-1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

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

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

Voluntary Leave Without Pay:

An employee may also voluntarily request leave without pay subject to his/her supervisor's approval. Employees who make such a request shall not accrue any additional days of paid leave for electing voluntary leave without pay.

Reorganization, Elimination or Consolidation of Functions:

Through June 30, 2011, the parties agree that an Appointing Authority (Agency Director/Head) has the right to transfer an employee between programs under his/her authority and/or, with the approval of the Director of Administration, transfer an employee from one agency to another due to transfer, reorganization, elimination or consolidation of functions, programs, units, divisions or departments within the Executive Branch subject to the following:

The union recognizes the State's right to transfer, reorganize, eliminate or consolidate functions, programs, units, divisions or departments within the Executive Branch.

Upon issuance of a memorandum from the Director of Administration setting forth the rationale necessitating said action, the State shall notify the respective Executive Director/Key Union Official at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to transfer, reorganize, eliminate or consolidate functions, programs, units,

divisions or departments.

The Union and the State shall meet within this fifteen (15) day period to discuss proposed alternatives. The Union shall be given access to pertinent information related thereto. The Union cannot grieve the inability of the parties to agree to the transfer, reorganization, elimination or consolidation of functions, programs, units, divisions or departments.

The affected employee and the union shall receive at least thirty (30) days written notice of the transfer unless extenuating circumstances are demonstrated by the affected employee. Provided, however, in no event shall the notice period be more than sixty (60) days.

The State agrees to offer available transfer assignments as identified by the State to the affected employee(s) based on primary seniority. The affected employee may:

1. Elect the available transfer assignment or
2. Displace the least senior employee in his/her classification in his/her current Division on the basis of primary seniority, if available.
3. Should there be no least senior employee in his/her classification in his/her current Division on the basis of primary seniority, then the affected employee may elect to displace the least senior employee in his/her classification in his/her current Department on the basis of primary seniority, if available.
4. The employee so displaced shall accept the transfer assignment offered by the State.
5. If there is no employee with less primary seniority in his/her current Division or Department, the affected employee shall accept the transfer assignment offered by the State.

The parties acknowledge that, for the limited term of this Agreement, the terms set forth above shall be in lieu of the provisions of the collective bargaining agreement that address layoff and bumping, job abolishment, reassignment, transfer, consolidation or reorganization.

The State shall recognize primary seniority of employees for the purpose of vacation scheduling and overtime assignments within the unit/location assignment.

No employee shall sustain a reduction in wages, hours or health benefits as an accompaniment to such transfer assignment.

When an affected employee is transferred, he/she will remain in his/her respective bargaining unit until the employee vacates the position. When an employee's position is vacated for any reason, including but not limited to resignation, retirement, discharge, death or promotion, the State may post the position. Said positions that are posted by the State will be posted in the following manner:

- a) In accordance with the seniority provisions of the collective bargaining agreement applicable to the transferred employee;
- b) The posting shall reflect the salary information of the collective bargaining agreement covering that classification at that Agency/Division and include language advising of the provisions set forth in sections a above and sections d and f below.
- c) Copies of such postings will be provided to the union covering the transferred employee and to the union covering that classification at that Agency/Division;
- d) Upon appointment, the position and the employee newly filling the position will be assigned and accreted to the collective bargaining unit covering that classification at that Agency/Division and the position will thereafter remain within that collective bargaining unit and the parties will work cooperatively to file the necessary documentation with the Labor Board;
- e) The employee's primary, secondary and State seniority shall all be determined in accordance with collective bargaining agreement covering that classification at that Agency/Division;

- f) If there are no qualified applicants for the position within the time limit contained in the applicable collective bargaining agreement covering the transferred employee, the vacant position will be filled in accordance with the collective bargaining agreement covering that classification at that Agency/Division;
- g) In no event shall the State change the bargaining unit affiliation of any affected employee except as described herein; and
- h) In no event shall the State's decision not to post a position be used as a subterfuge to evade these limitations.

Effect on Retirement:

The effect of this Agreement on retirement contributions is governed by RIGL 36-10-10.4.

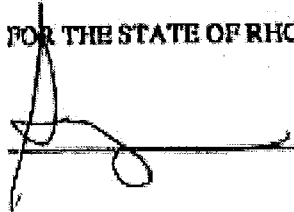
Ratification:

This Agreement is subject to (a) union membership ratification no later than October 2, 2009 and (b) approval by the Governor of Rhode Island, or his designee.


The undersigned agree to recommend ratification and approval of this Memorandum. Absent such ratification, the proposal set forth herein shall be null and void.

This Agreement shall take effect upon ratification and shall be effective through June 30, 2011.

FOR THE STATE OF RHODE ISLAND:



FOR THE UNION:

Don PSN/Net

_____ 9/22/09