

**AGREEMENT**  
**BETWEEN**  
**STATE OF RHODE ISLAND**  
**AND**  
**RHODE ISLAND STATE EMPLOYED PHYSICIANS' ASSOCIATION**  
**2008-2012**

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## **MEMORANDUM OF AGREEMENT**

In this Agreement entered into this 30<sup>th</sup> day of June 2008 by and between the State of Rhode Island, hereinafter referred to as the State, and the Rhode Island State Employed Physicians' Association, referred to hereinafter as the Association, the parties hereby agree as follows:

### **PURPOSE**

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

### **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, said bargaining unit to consist of those classes of positions declared appropriate by the State Labor Relations Board as a result of a petition submitted by the Association in Case Number EE-2042.

**ARTICLE II**  
**NON-DISCRIMINATION CLAUSE**

2.1 The State and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex or age, physical handicap, or country of ancestral origin, martial status or political affiliation.

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

2.3 The Association shall not discriminate against any employee in the Administration of this Agreement because of non-membership in the Association.

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

2.5 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.

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

**ARTICLE III**  
**UNION SECURITY AND DUES DEDUCTIONS**

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

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

3.3 The appointing authority shall give written notice to the Treasurer of the Association of those employees within the respective bargaining units who become eligible for membership in the Association.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

4.1 The Association recognizes that the State has the right to manage, direct, or supervise the operations of the State and the employees provided, however, that in the exercise of that right, the State shall take no action effecting wages, hours, or terms and conditions of employment which violates the provisions of this Agreement or is otherwise inconsistent with its obligations under applicable regulation or law.

**ARTICLE V**  
**HOURS OF WORK**

5.1 It is hereby agreed that there shall be a basic work week as follows: A non-standard work week averaging 35 hours per

week, as provided in Personnel Rule 5, entitled, "Working Conditions."

5.2 Employees who work at least sixteen hours a week shall be entitled to fringe benefits on a pro-rata basis.

5.3 Employees shall be granted two fifteen-minute coffee breaks, one during the first half and one during the second half of their work day. All employees shall be granted a meal period of not less than one-half hour duration, nor more than one hour duration, during each working day to be determined by the work day schedule that applies.

5.4 Shift hours, upon being scheduled, will be posted.

## **ARTICLE VI SALARY SCHEDULE**

### 6.1 Pay Reduction

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

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

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

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

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

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

6.2 Wages:

- A. There shall be an across-the-board base wage increase of 2.5% effective July 1, 2009.
- B. There shall be an across-the-board base wage increase of 3.0% effective July 1, 2010.
- C. There shall be an across-the-board base wage increase of 3.0% effective July 1, 2011.

6.3 Each employee shall be granted longevity increases according to the following formula:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE INCREASE ON BASE RATE</u>
5	5%
11	10%
15	15%
20	17.5%
25	20%

6.4 Each employee who has successfully completed a four-course curriculum approved in advance by the Personnel Administrator shall be entitled to a one-step pay increment next above his current base step (or if the employee is at the maximum

of the grade, and increment equal in an amount to the difference between the last step in the pay range and that step immediately prior to it). Such approval shall not be unreasonably withheld.

The Incentive In-Service Training Program is modified as follows:

1. Persons employed prior to July 1, 2001 may retain said increment but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of his/her employment with the State.
2. A person employed prior to July 1, 2001 may become eligible for multiple increments payments under Paragraph 2 by submitting to DOA's office of Training and Development a written form giving up career increment retention under Paragraph 1.
3. Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their careers, subject to the following:
  - a. Each earned increment shall be retained for not more than four (4) years; and
  - b. Each employee shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three (3) years or more after final payment of the previously earned increment.

6.5

<u>CLASS OF POSITION</u>	<u>WORK WEEK</u>	<u>SALARY GRADE</u>
Physician I	N/S	738
Physician II	N/S	740
Physician Administrator	N/S	741
Pathologist	N/S	742
Radiologist	N/S	742
Assistant Medical Program Director	N/S	747
Psychiatrist I	N/S	439
Psychiatrist II	N/S	442
Psychiatrist III	N/S	445
Psychiatrist IV	N/S	447

6.6 The following schedule "A" sets for the pay plan including step increases for each pay grade in the pay plan.

Schedule 400  
CLASSIFIED ANNUAL SALARIES  
Effective 07/01/2007

439	\$	75325 - 77501 - 79829 - 83282
442	\$	83282 - 86728 - 90174 - 93624
445	\$	93624 - 97074 - 100522 - 103970
447	\$	100522 - 103970 - 107421 - 110868

Schedule 700  
CLASSIFIED ANNUAL SALARIES  
Effective 07/01/2007

736	\$	75753 - 77876 - 80075 - 83485
738	\$	82584 - 84860 - 87209 - 90921
740	\$	91243 - 95031 - 97457 - 101167
741	\$	95257 - 97687 - 101396 - 105111
742	\$	97687 - 101396 - 105111 - 108819
743	\$	102028 - 105735 - 109453 - 113160
744	\$	106025 - 109735 - 113446 - 116938

745 \$ 110362 - 115001 - 121781 - 125277

746 \$ 114363 - 118997 - 125778 - 129270

747 \$ 122053 - 126182 - 130315 - 134449

6.7 Except as otherwise provided herein, all members of the bargaining unit shall, upon meeting the minimum professional qualifications set forth herein, be eligible to receive the following stipend:

A. In the event that said member is "board certified" in any medical specialty, said member shall receive the sum of one thousand five hundred dollars (\$1,500) added to his/her annual salary.

Effective July 1, 2001 a "board certified" physician shall receive a stipend in the amount of \$2000.00, effective July 2002 the stipend shall be increased to \$2500.00, effective July 2003 the stipend shall be \$3000.00.

## **ARTICLE VII**

### **HOLIDAYS**

7.1 The following shall constitute the official holidays:

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Victory Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Any day on which a general election of State officers is held as Election Day.

Any day which the Governor shall appoint as a holiday.

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

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

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

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

## **ARTICLE VIII**

### **INCLEMENT WEATHER/EMERGENCIES**

8.1 In the event 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 IX**  
**SENIORITY**

9.1 It is hereby agreed that the parties thereto recognize and accept the principle of seniority within a class of position in all cases of shift preference, transfer, days off, vacation time, holiday time, layoffs, and recalls.

9.2 The appointing authority shall prepare and forward to the Association office a seniority list of employees. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards showing the employee's name, class of position, and seniority. All new and vacant positions shall be posted on the various bulletin boards for a period of one

week. Employee applying for such vacancies shall make a request in writing to the personnel officer no later than three days after the posting. Every effort will be made to fill vacancies from within the bargaining unit.

9.3 In the event of layoff, employees shall be laid off within class of position within affected agency and department.

Physician employees will have the right to bump or displace another physician member of the same primary classification provided that she/he is eligible to receive clinical privileges from the Credentials Committee of the General Hospital medical Staff. It is understood that the Credentials Committee of the General Hospital, MHRH, serves as the Credentials Committee for all agencies and Departments having members covered by this Contract, and that their decisions are binding on all members covered by this Contract.

Physician employees having secondary seniority in a lower class of position shall have the right to displace any employee in that class of position based upon greater secondary seniority, provided that she/he is eligible to receive clinical privileges from the Credentials Committee of the General Hospital Medical Staff.

Physician employees must first exercise their primary or secondary seniority within their own agency or department. If unable to exercise their seniority in that way, they may exercise their primary or secondary seniority in any other agency or department having members covered by this Contract.

In the event that the physician employee is unable to

exercise primary or secondary seniority as stated above, they may exercise their State seniority by displacing any less senior employee in any agency or department having members covered by this contract in a lower classification in which they are eligible to receive clinical privileges from the Credentials Committee of the General Hospital.

Clinical privileges from the Credentials Committee must be obtained prior to the exercising of any bumping or displacement rights.

9.4 In the event of recall, the order of layoff described above shall be reversed, the most senior employee being recalled first, the least senior last.

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

9.5 Seniority shall be considered broken for the following reasons only:

- A. When an employee has been discharged for just cause;
- B. When an employee voluntarily terminates his employment for a period exceeding six (6) months;
- C. When an employee fails to respond to a recall notice within a period of thirty (30) days after such notice is received by said employee;
- D. When an employee fails to notify his Departmental Director of his absence from work within three (3) working days unless extenuating circumstances prohibit such notice;

- E. When an employee fails to renew a leave of absence.
- F. When an employee is laid off in excess of three (3) consecutive years.

9.6 Reorganization:

- A. The Association recognizes the State's right to reorganize. The following parameters shall be followed by the parties when reorganization is necessitated by and Executive Order or legislation.
- B. The State shall notify the Association President at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to reorganize.
- C. The Association and the State shall meet immediately to review and discuss the State's plan for such reorganization and any proposed alternatives or changes.
- D. That plan shall include a thirty day notification to the affected employees.
- E. Affected employees who have no available assignments within their classification may be offered vacant positions which the State intends to fill and which have been posted by seniority, in other classifications for which they are qualified and able to fill including positions of equal pay and positions in lower classes without loss of pay. Determination as to qualifications to fill a position shall be determined by the credentials committee of the Eleanor Slater Hospital.

- F. Affected employees shall be given the right to bid on new assignments or exercise bumping rights to a position in an equal or lower class within the department in accordance with Article 9. The employee ultimately bumped shall take whatever comparable assignment or vacancy is available, subject to being eligible to receive clinical privileges from the Credentials Committee of the Eleanor Slater Hospital.
- G. In cases where an entire operation is moved from one location to another all affected employees will be redeployed with the operation.
- H. In the event that the number of employees affected by the reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by Article 9.3.
- I. Assignment of bargaining unit work: No grievance shall be filed or supported by the Union alleging that bargaining unit work previously performed within bargaining unit has been assigned outside such bargaining unit pursuant to the implementation of reorganization, unless it is in conjunction with a request for a Union representation issue as a result of such organization.
- J. A grievance filed in conjunction with a request for Union representation would be held in abeyance by the parties until an official decision is issued by the Labor Board or the inter union dispute is resolved

through an alternative dispute resolution procedure. In no event shall the union seek nullification of the reorganization as a remedy for such grievance. This section shall be operative only if other bargaining agreements contain similar language.

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

L. Article 9.6 (Reorganization) neither enlarges nor diminishes the State's rights, if any, to reduce the complement of bargaining unit physicians and to replace them with physicians outside of the bargaining unit. In the event there is a dispute between the State and the Union over whether reorganization under this Article is being used for that purpose, no provision of this Section will bar the Union from raising this issue as an alleged grievance. In addition, this section neither enlarges nor diminishes the State's right, if any, to redesign work or work schedules.

9.7 Disputes over layoff, bumping and recall shall be resolved through expedited arbitration, without going through the grievance procedure.

9.8 By execution of this agreement, the State hereby rescinds the notices dated 11/15/07 which advised union officials and employees of the State's intention to explore the subcontracting or privatization of some functions currently performed by bargaining unit members.

**ARTICLE X  
VACATIONS**

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

10.1 It is agreed that all employees covered by this Agreement shall, effective January 1, 1981, receive a vacation with pay according to the following schedule:

	<u>SCHEDULE UP FRONT HOURS</u>		<u>HOURS SUBJECT TO ACCRUAL</u>		<u>TOTAL</u>	
	NS/35	40	NS/35	40	NS/35	40
(1) At least six (6) months but not more than five (5) years	14	16	56	64	70	80
(2) At least five (5) years but not more than ten (10) years	14	16	91	104	105	120
(3) At least ten (10) years but not more than fifteen (15) years	28	32	98	112	126	144
(4) At least fifteen (15) years but not more than twenty (20) years	28	32	112	128	140	160
(5) At least twenty (20) years but not more than twenty-five (25) years	63	72	119	136	182	208
(6) Twenty-five (25) years or more	63	72	133	152	196	224

10.2 When the service of an employee shall be terminated by resignation, death, dismissal, or otherwise, if such employee shall not have used actual vacation time equal to his vacation

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

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

10.4 Each employee shall be allowed to take at least 80/70 hours of vacation at some time during the calendar year.

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

10.6 Employees will be allowed to carry over an amount of vacation time accrued and credited in a two (2) year period, provided that the carryover of vacation that exceeds one year of accrual shall be for use only and shall not be subject to cash out under Article 10.2 or other provisions of the contract or statute beyond the number of vacation days which would equal one year of accrual.

## **ARTICLE XI**

### **SICK LEAVE**

11.1 Sick leave with pay shall be granted to employees covered by this contract. 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.

11.2 Employees shall accrue sick leave in accordance with the formula provided in the State Personnel Rules.

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

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

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

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

including 1000 hours.

11.5 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.

11.6 In the event of death in the employee's family, the employee shall be entitled to absence with full pay for three (3) days, per death, not chargeable to the employee's sick leave accumulation. Family members include: Husband, wife, child (including foster child), mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, and any other family relative residing in the employees household. Any needed additional days required by the employee may be utilized from the employee's sick leave accumulation.

The definition of "Immediate Family" for the purpose of sick leave and bereavement leave, shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

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

A. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for

her class of position.

- B. It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two(2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months not 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 a 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.

11.8 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workmen'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 Workmen's Compensation payments, and the total of the

two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

Provided, however, that is if shall be determined during the Workmen'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.

11.9 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 of the written recommendation of the appointing authority. Such recommendation 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.

11.10 Light Duty - The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment.

The Director and/or her/his designee in agreement with the

local union shall define and assign transitional employment for employees who have job related injuries which prevent for limit performance of full job duties and responsibilities within the following parameters:

Based upon clearly defined medical verification, the parties shall modify the tasks of the employee including job task, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury.

If no transitional employment is available in the employee's classification; the employee may be offered work outside her/his classification on a limited basis with approval of the local union.

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

If the employee cannot return to her/his classification and/or assignment based upon medical improvement, the state shall attempt to assist them with other employment, education, or training in state service within the bargaining unit in accordance with the Master Contract and the Workers' Compensation Laws.

If the injury is not job related and the employee requests to return to work, the appointing authority upon receipt of medical verification that the injured employee can perform limited tasks

in his/her classification, the appointing authority, subject to the needs of the department may modify the tasks of the employees' normal assignment to enable the employee to return to work after utilization of the employees' sick leave.

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

11.11 Sick Leave Bank

- A. 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.
- B. Each Sick Leave Bank Committee shall be composed of four members, two (2) of whom shall be appointed by the President of the Union and two (2) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.
- c. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:
  - 1. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank.

Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.

2. The Committee must require adequate evidence of catastrophic illness or injury, which is not job related, of an employee only (not any family member).
3. 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.
4. 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.
5. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven hours of sick leave if assigned to a thirty-five (35) hour work week.

6. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
7. Part-time employees may participate on a pro rated basis.
- D. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.
- E. If during the calendar year the Sick Leave Bank falls below three hundred fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours or 7 hours) from those employees who made a contribution on January 2 of that calendar year.

**ARTICLE XII  
HEALTH AND WELFARE**

12.1 Insurance:

- A. Effective June 27, 2004, employees shall contribute toward the cost of health care coverage based on a percentage of premiums as set forth below. Said amounts shall be via payroll deductions.

<u>Coverage Level</u>	<u>7/1/2007</u>
Individual Under \$75,000	12%
Individual \$75,000 and over	15%
Family under \$35,000	8%
Family \$35,000 to \$75,000	12%
Family \$75,000 and over	15%

Tier categories shall be based on each employee's total rate.

Effective the pay date, Friday, August 8, 2008, 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 the pay date Friday, August 8, 2008:			
Individual Plan		Family Plan	
Less than \$45,000	12%	Less than \$25,000	8%
\$45,000 to less than \$75,000	15%	\$25,000 to less than \$35,000	11.5%
\$75,000 to less than \$90,000	18%	\$35,000 to less than \$45,000	12%
\$90,000 and above	25%	\$45,000 to less than \$75,000	15%
		\$75,000 to less than \$90,000	18%
		\$90,000 and above	25%

Effective July 1, 2009:	
Individual or Family Plan	
Less than \$45,000	15%
\$45,000 to less than \$90,000	20%
\$90,000 and above	25%

Effective July 1, 2010:			
Individual Plan		Family Plan	
Less than \$46,350	17.5%	Less than \$46,350	15%
\$46,350 to less than \$92,700	20%	\$46,350 to less than \$92,700	20%
\$92,700 and above	25%	\$92,700 and above	25%

Effective July 1, 2011:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$47,741	15%
\$95,481 and above	25%	\$47,741 to less than \$95,481	20%
		\$95,481 and above	25%

Effective the pay date, Friday, August 8, 2008, 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.

Effective the pay date, Friday, August 8, 2008:	
Individual or Family Plan	
Less than \$90,000	20%
\$90,000 and above	35%

B. Co-share payment increases in fiscal years 2010, 2011,

and 2012, to the extent that they result from premium increases, rather than increases in the co-share percentages, shall be capped at 10% each year.

C. Retroactive co-share payments shall be deducted as offsets from any retroactive wage payments made to each employee.

D. Effective October 1, 2008, the following co-pays shall be:

1) Primary Care office visit co-pay is \$10 (includes internal medicine, family practice, pediatrics and geriatrics);

2) Emergency room co-pay to increase from \$30 to \$100;

3) Urgent Care co-pay to increase from \$15 to \$35;

4) Specialist office visit co-pay to increase from \$10 to \$20 (includes all physicians other than primary care physicians).

5) The drug co-pay for a 31-day supply shall be:

Tier 1	Tier 2	Tier 3
\$5.00	\$20.00	\$40.00

There is no separate co-pay arrangement for 60-day supplies or 100 units.

Effective October 1, 2008, the drug co-pay for mail order network pharmacies is: 3 month supply of a prescription drug for 2 co-payments. Maximum fill is 3 month supply.

12.2 The State will provide a dental plan for employees and

eligible dependents equivalent to Delta Dental Level II. The maximum calendar year benefit for the program is \$850 per year per subscriber. Coverage shall be increased from \$800 to \$1,200 under the dental program to be effective upon the expiration of the current dental program. Effective January 1, 2009, dental plan crown coverage is 80%.

12.3 The parties agree to jointly review proposals from health care providers for the coverage provided by this article and reserve the right to change carriers and/or administrators by mutual agreement.

12.4 Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.

#### 12.5 Flex Plan

Effective July 1, 2008, 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.

#### 12.6 Wellness Incentive

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. The earned reductions in medical insurance co-share payments shall be awarded to active employees in FY 2009 or the fiscal year following the employee's participation in the wellness

activities.

The Wellness Incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, obtaining a primary care physician, 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.

**ARTICLE XIII**  
**RETIREMENT**

13.1 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.

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

**ARTICLE XIV**  
**GROUP LIFE INSURANCE**

14.1 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.

14.2 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 of such amounts of insurance shall 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), until the amount of such insurance reaches forty percent (40%) at age seventy (70). Said amount of insurance shall remain at forty percent (40%) of annual salary thereafter until said active employee reaches age seventy-four (74) when it shall be reduced to thirty percent (30%) of annual salary

until age eighty (80) when it shall be reduced to twenty-five percent (%25) of annual salary, and it shall remain such thereafter.

D. The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (\$.25) 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 XV LEAVE WITHOUT PAY**

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

15.2 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.

#### **ARTICLE XVI JURY LEAVE**

16.1 Every employee covered by this Agreement, who is

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

**ARTICLE XVII**  
**MILITARY LEAVE**

17.1 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 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 resulting from a choice by the employee shall serve to cancel such leave.

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

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

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

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

**ARTICLE XVIII**  
**MILITARY TRAINING LEAVE**

18.1 Employees covered by this Agreement who, by reason of membership in the United State 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 (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days 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.

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

18.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods

lasting less than one day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

**ARTICLE XIX**  
**BULLETIN BOARD**

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

**ARTICLE XX**  
**ASSOCIATION REPRESENTATIVES**

20.1 Designated Association representative or officers shall be granted time with pay during working hours to investigate, process and adjust grievances and to attend hearings, meetings, and conferences on contract negotiations with State officials.

20.2 No Association member, steward or committee member, or representative shall be discriminated against as a result of performance against as a result of performance of legitimate Association business.

Accountability for paid Union business leave will continue to be a factor in the administration of the contract.

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

20.4 Association representatives and officers will be permitted to visit employees, Association officers and committee

members on State premises for the purposes of discussing Association business.

20.5 Association representatives and officers shall be permitted to enter the various State facilities for the purpose of performing and engaging in Association duties and business relating to the Collective Bargaining Agreement.

## **ARTICLE XXI**

### **DISCIPLINE AND DISCHARGE**

21.1 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 XXII. If the appointing authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of one year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel record. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries 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 upon his request and shall also be disclosed to the employee's Association representative.

The State shall allow each employee in the bargaining unit

the right, upon request, to review the contents of his personnel file. No material derogatory to an employee's conduct, service, character or personality will be placed in his personnel file, unless he has an opportunity to review the material. Material, including references obtained relative to an employee's initial appointment, shall be considered confidential and not subject to review by the employee, except as allowed by law, where appropriate, disciplinary action or measures shall include only the following:

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

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

21.2 The appointing authority shall not discharge, suspend or reprimand an employee without just cause. Within two weeks of such suspension or discharge, the Union may file a grievance with the State Labor relations Administrator as set forth in Article XXII and such hearing shall be held no later than three (3) days after the Union's request.

## **ARTICLE XXII**

### **GRIEVANCE PROCEDURE**

22.1 For the purpose of this Agreement the term, "grievance" means any difference or dispute between the State and the

Association or between the state and any employee with respect to the interpretation, application, or claimed violation of any of the provisions of this Agreement.

22.2 There shall be a grievance procedure as follows:

- A. A grievance shall be presented by the aggrieved employee and/or by the Association within fifteen working days of the employee's or Association's knowledge of the occurrence of the facts on which such grievance is based.
- B. Step 1 - An aggrieved employee shall discuss his problem with his Association representative and immediate supervisor who shall attempt to settle the problem within one working days.
- C. Step 2 - If the grievance is not resolved according to Section "B" above, it shall be reduced to writing and the Director, or his designee, shall meet with the aggrieved employee and/or Association representative within three days of the Association's submission of the writing to the Director or his designee. Such designee shall render a written decision to the Association and the employee within three days of the meeting. In the event that said decision denies the grievance, the Director shall set forth in detail in the body of said decision the specific reasons for such denial.
- D. Step 3 - If the grievance is not resolved according

to Section "C" above, it shall be submitted to the Labor Relations Administrator, who shall meet with the Association within three days of the Association's request, to conduct a hearing on the grievance. Such officers and representatives, as the Association shall designate, and the aggrieved employee will present the grievance at such hearing. The Administrator shall render a decision in writing to the association within five working days of the meeting. In the event that said decision denies the grievance, the Administrator shall set forth in detail the body of said decision the specific reasons for such denial.

E. In the event the grievance is not settled in a manner satisfactory to the aggrieved member and/or the Association, then such grievance may be submitted to arbitration in the manner provided herein. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The State, on request, will produce payroll and other records, as necessary. Members of the Association Committee, Stewards, and 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 Association representative will have the right to assist the

aggrieved at any step of the grievance procedure.

- F. At the option of the Association, a grievance may be filed at Step 2 of the grievance procedure without resort to previous steps. If a decision satisfactory to the Association at any level of the grievance procedure is not implemented, the Association may reinstitute the original grievance at Step 2 of the grievance procedure; or if a satisfactory Step 3 decision has not been so implemented, the Association may institute arbitration of a grievance concerning such failure to implement in accordance with the procedure set forth in Article XXIII.
- G. In the event of the failure of the State or the Association to comply with the time limitations of Step 3, the grievance shall either be deemed to have been withdrawn by the grieving party (here the grieving party has not complied) or admitted and affirmatively accepted by the party against which the grievance was filed (where it has not complied). If the State exceeds any time limit prescribed in steps 1 or 2 of the grievance procedure, the Association may invoke the next step of the procedure.
- H. Each of the steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived in writing by

mutual agreement of the parties.

- I. It is also agreed that in all cases of dismissal the aggrieved and/or Association Committee may go immediately to Section 22.2 (d) of the grievance procedure.

### **ARTICLE XXIII**

#### **ARBITRATION**

23.1 If the grievance is not settled under Article XXII, such grievance shall, at the request of the Association or the State, be referred to the American arbitration Association in accordance with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.

In the event that the parties do mutually agree to an alternative method, said agreement must be set forth in writing, and the method so agreed to must be specifically defined in the writing and must provide for a final and binding decision on the grievance.

Whenever expedited arbitration is required by this Agreement, as for example, in disputes over layoff, bumping and recall or whenever the parties mutually agree to expedited arbitration of other cases, the American Arbitration Association Rules for Expedited Arbitration shall be applied. The parties may agree to the selection of an arbitrator outside of the AAA procedure.

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

of Labor Relations and the agency involved.

23.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations or alternative methods of adjustment shall be borne equally by the parties.

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

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

It is understood that this section shall not become a subject for arbitration. It is understood that this section shall not be applied to any obligation arising under this Agreement.

23.5 All submissions to arbitration must be made within 30 days after the grievance procedure decision under Article XXII, Section 22.2(E).

## **ARTICLE XXIV HEALTH AND SAFETY**

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

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

24.3 A Safety Committee shall be appointed composed of two

representatives selected by the Association and two representatives by the State. Said Committee shall appoint its own chairman and shall meet when it is determined by two or more members that such meeting is warranted. It may draw up a health and safety code to recommend to the State. It shall also adopt adequate procedural rules for its own operation.

**ARTICLE XXV**  
**ALTERATION OF AGREEMENT**

25.1 The State and the Association 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; 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, except monetary fringe benefits which may be reopened in accordance with Article XXXI.

25.2 It is hereby agree that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.

25.3 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 XXVI**  
**NO STRIKES OR LOCKOUTS**

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

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

**ARTICLE XXVII**  
**SEVERABILITY**

27.1 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 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.

27.2 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 terms of this Agreement.

**ARTICLE XXVIII**  
**LEGAL DEFENSE**

28.1 The State agrees to provide legal defense for and to hold harmless from all judgments the employees who are defendants in civil litigation arising from their conduct on behalf of the State. Provided, however, that this provision shall not apply to willful physical acts of the employees, such as would constitute independent criminal acts, where such acts are outside of the reasonable course of the employee's employment, except in instances where the employee is acting in reasonable self-defense.

**ARTICLE XXIX**  
**PROFESSIONAL CONFERENCES**

29.1 In recognition of the necessity to maintain the highest levels of professional competence, each employee shall receive, upon request, up to fifteen days each year with full salary, including fringe benefits, for the purpose of attendance at professional conferences, symposia, and the like. The State may refuse such a request on the grounds that it would be inconsistent with adequate coverage.

Effective July 1, 2001, Physicians shall be able to exchange six (6) educational leave days in exchange for four (4) personal days. Each Personal leave day shall be equivalent to 1.5 educational leave days.

**ARTICLE XXX**  
**SABBATICAL LEAVE**

30.1 A. Policy

The primary purpose of a sabbatical leave is to provide a physician an uninterrupted period of experience for scholarly enrichment. It is intended to enhance the contribution of such a member to the total activities of the hospital and should be regarded as a privilege and not an automatic benefit.

B. Eligibility

A physician shall be eligible for sabbatical leave if he has worked full-time for at least six (6) years.

C. Pay

Sabbatical leave shall be granted for graduate study, research, or other professional improvement for a period of one (1) year at half pay or for one-half year at full pay.

D. Condition

Sabbatical leave shall be granted with the understanding that the recipient shall, upon the termination of the leave, return to his duties for at least one (1) year. At the close of the period of leave, the faculty member shall file with his Department Director a report of his professional activities during his absence.

Upon completion of the year during which the sabbatical leave is taken, the physician shall begin again to accumulate leave service credit, becoming eligible for an additional sabbatical leave upon accumulation of an additional minimum full six-year

period of service credit.

If a physician shall serve more than six (6) years before his first sabbatical leave or between sabbatical leaves the additional years beyond the six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.

However, a physician who's approved sabbatical leave has been deferred or postponed because of replacement or other operational difficulties, shall begin to accumulate service-credit for his next sabbatical leave as of the scheduled start of the deferred or postponed leave, but not including the time, if any, eventually spent on the deferred or postponed leave.

While on sabbatical leave, a physician shall be permitted to receive travel expenses, fellowships, grant-in-aid or other financial assistance from sources other than the State, provided he is not required to perform duties detrimental to the objectives for which his leave period has been granted. However, if he accepts employment for pay during the leave period, his state compensation will normally be reduced by the amount necessary to bring his total compensation for that period to a level comparable with his normal professional income.

Nothing in this Section on sabbatical leave shall be construed to mean or imply that two consecutive periods of sabbatical leave, after twelve or more years of continuous service, are permitted.

A sabbatical leave will ordinarily not be scheduled to begin later than four years prior to the employee's mandatory retirement

date. The total number of leaves shall be determined by each Department Director to whom application has been made.

E. Procedures:

A physician who desires a sabbatical leave shall apply in writing to his Department Director. The hospital Administrator shall provide the director with his evaluation of and recommendations concerning the request. The hospital Administrator shall also include with each application a plan for carrying on the physician's work during the period of absence, including whether or not a replacement (full-time or part-time) will be needed, plus estimated cost. The decision, included on the application and agreed to be the hospital Administrator, as to whether or not a replacement is required, is final at the time of submission to the hospital Administrator. Provided that in the event that the hospital Administrator decided that a replacement is necessary, such decision can be appealed by the applicant to the Labor Relations Administrator.

30.2 After receiving the hospital Administrator's recommendations(s), the Director shall convey his decision in writing to each individual under consideration, with a copy to the hospital Administrator. If the Director denied a recommendation for sabbatical leave submitted by a hospital Administrator, whether or not a replacement is requested, the Director shall state his reasons for such denial in his written communication.

Approval for sabbatical leave shall not be unreasonably withheld.

30.3 In the event that the State normally employs an

inadequate number of replacements for an employee otherwise eligible for sabbatical leave, the State shall undertake to secure adequate coverage for the employee's duties, even if it is necessary to purchase outside services. At any rate, except for an emergency or otherwise unusual situation, no employee shall be denied sabbatical leave merely because he is the only employee in his category or because the State normally employs an inadequate number of employees in the same category. The burden shall be on the State to provide such replacements and, in the event that an employee's request for sabbatical leave is denied, to establish in the grievance proceedings that an emergency or otherwise unusual situation exists.

30.4 Where the employee could reasonably believe that outside services would have to be purchased by the State to replace him during the sabbatical year, he shall apply in writing to the director approximately one year in advance of the proposed sabbatical. The Director then, in the event that he determines that supplemental funding to purchase outside services is required, shall submit a request to the Budget Office for such funding in his next proposed budget. The Director will make every effort to assure appropriation of such supplemental funds by the State.

However, in the event that such funds are not appropriated, despite the Director's good faith effort to secure them, the Association will consider the State as having fulfilled its obligation under this Section.

30.5 All decisions on sabbatical leave applications shall be

appealable by the applicant and/or the Association to the Labor Relations Administrator, who shall investigate the circumstances of the disputed decision and conduct a hearing thereon. The applicant and the Association shall have the opportunity to appear at the hearing and present their case. The Labor Relations Administrator shall then make a determination on the matter in dispute consistent with the terms of this contract, and shall issue a decision in writing setting forth his findings and conclusions and the reasons therefore, which decision shall be final and binding on the parties, and the matter in dispute shall not be arbitrable.

**ARTICLE XXXI**  
**EMPLOYEE EVALUATION**

31.1 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.

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

31.3 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.

31.4 Forms of documents applicable to individual employees shall not be public records but shall be protected by the

principle of confidentiality applicable to employee personnel records.

**ARTICLE XXXII**  
**MISCELLANEOUS**

32.1 When an employee is required by the employer to use his or her vehicle for official State business he/she will be paid mileage at the rate set by the federal General Services Administration (GSA). The GSA mileage rate shall be adjusted on July 1<sup>st</sup> and January 1<sup>st</sup> of each year to reflect the rate that is in effect on those dates.

32.2 Notwithstanding any provision in the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, 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.

**ARTICLE XXXIII**  
**TERMINATION AND REOPENING OF CONTRACT**

33.1 This Agreement shall be in force from July 1, 2008 through June 30, 2012. The Union shall give notice to the State pursuant to Article 32 of its intention to reopen negotiations on wages.

33.2 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.

33.3 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.

33.4 In witness whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

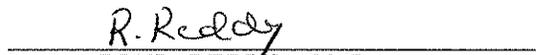
FOR THE STATE OF RHODE ISLAND:

FOR THE STATE EMPLOYED  
PHYSICIAN'S ASSOCIATION:

  
DONALD CARCIERI  
GOVERNOR

  
FRITZ PLUVIOSE, M.D.  
PRESIDENT

  
ROSEMARY BOOTH GALLOGLY  
DIRECTOR OF ADMINISTRATION

  
RAMA REDDY, M.D.  
SECRETARY

**MEMORANDUM OF AGREEMENT**  
**STUDY GROUP**

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.

**MEMORANDUM OF AGREEMENT**  
**LIST B NOTICES**

By execution of this agreement, the State hereby rescinds the notices dated 11/15/07 which advised union officials and employees of the State's intention to explore the subcontracting or privatization of some functions currently performed by bargaining unit members.

**MEMORANDUM OF AGREEMENT**  
**NON WAGE PROPOSALS**

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

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

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

# MEMORANDUM OF AGREEMENT

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## MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by and between the State of Rhode Island and the State Employed Physicians Association.

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 30th day of September, 2009, it is hereby agreed by and between the State of Rhode Island and the State Employed Physicians Association 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:

	<b>Pay Period</b>	<b>Paycheck</b>
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. Sundium 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:

	<b>Pay Period</b>	<b>Paycheck</b>
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

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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;

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- 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.

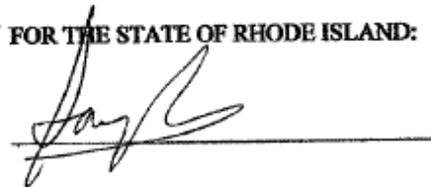
Ratification:

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

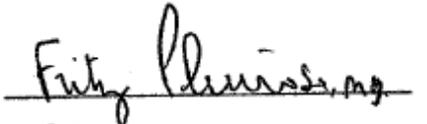
The undersigned agree to recommend ratification and approval of this Memorandum. Absent such ratification, the proposal set forth herein shall be null and void.

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

FOR THE STATE OF RHODE ISLAND:



FOR THE UNION:



PRESIDENT RISEPA