

**AGREEMENT**

**BETWEEN**

**THE STATE OF RHODE ISLAND**

**AND**

**PROFESSIONAL STAFF ASSOCIATION/NEARI**

**EFFECTIVE JULY 1, 2008 TO JUNE 30, 2012**

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## **MEMORANDUM OF AGREEMENT**

This Agreement is hereby entered into this 20<sup>th</sup> day of June ,2008 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.

### **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, 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:

- 1. A 35 hour workweek (5 consecutive days of 7 consecutive hours) Monday through Friday, exclusive of unpaid lunch periods.
- 2. A 40 hour workweek (5 consecutive days of 8 consecutive hours) Monday through Friday, exclusive of unpaid lunch periods.
- 3. A non-standard workweek (5 consecutive days of at least 7 consecutive hours each) Monday through Friday, exclusive of unpaid lunch periods.
- 4. Non-standard, non-exempt.

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 by the appointing authority or his 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 present rate retroactive to the first day of such assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within twenty-four (24) hours of said direction, and an employee may refuse such assignment if he does not receive such written notice or authorization. President of the Union shall be notified in writing of all three days rule assignments for bargaining unit members.

5.8 Flextime - The laboratory building shall remain on flextime in accordance with present practice. 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 - Division of Laboratories

Purpose - This document describes in detail the Flextime system that will be implemented in

the Division of Laboratories. This document also serves as a quick and authoritative reference for laboratory 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 Division of Laboratories 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 (Laboratories), each Section Chief will be responsible for the overall operation of the laboratories in his/her section, including review of staffing requirements, job assignments, time monitoring procedures, and approval of overtime.
2. Supervisors, including Laboratory Supervisors and the Supervisor of Central Services. Supervisors have the responsibility for determining the staffing requirements for their work areas. In this connection, Supervisors must assure proper coverage of the laboratory, including interactions with people and programs outside the laboratory, and must arrange for an equitable distribution of the laboratory 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, 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 Laboratory Supervisor will determine the final work schedule for each employee in a given Laboratory. Each laboratory 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 Laboratory 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 (Laboratories), 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 (Laboratories). 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 Division of Laboratories 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.

- G. The flex-time contained in Article 5.8 (currently for the Division of Laboratories), shall be extended to employees at the Cannon Building for a one year trial period, which shall go into effect upon contract execution. At the expiration of the one year trial period, the flex time at the Cannon Building will cease unless agreement to continue by the parties.

DELINQUENCY OR MISCONDUCT RELATING TO FLEXTIME:

Abuse of the Flextime Policy, including the lack of cooperation with the Associate Director of Health (Laboratories), Section Chiefs, Laboratory 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 Committee –

1. The parties agree to establish a committee to study and evaluate alternative work week schedules consistent with RIGL 36-3.1-2. The Committee shall be comprised of six (6) members, three (3) of which shall be appointed by the Director of Health, and three (3) of which shall be appointed by the Union President. The appointments shall be made in writing within fourteen (14) calendar days of ratification of the Contract.
2. The Committee shall convene for its first meeting no later than thirty (30) calendar days following appointment, and shall meet no less than once per month thereafter.
3. The goal of the Committee shall be to submit a majority report to the Director concerning the

implementation of Alternative Workweek schedules. Within thirty (30) calendar days of the submission of the majority report, the Director shall meet with the committee to discuss the report and its recommendations. Within thirty (30) calendar days of the submission of the report, the Director shall inform the Committee as to whether the recommendations will be implemented or not.

4. If no majority report issues within one (1) year of the ratification of this Agreement, each party may elect to submit a minority report to the Director which includes recommendation for Alternative Workweek schedules.
5. Within thirty (30) days of the submission of a minority report, the Director shall meet with the party that submitted the minority report to discuss the report and the recommendations. Within thirty (30) calendar days of the meeting, the Director shall inform the party as to whether the recommendations will be implemented or not.
6. The decision of the Director shall not be subject to the grievance and arbitration procedure.
7. Nothing contained herein shall deny an employee his/her rights as set forth in RIGL 36-3.1-2.

## **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 Wage Schedule:

6.2A There shall be an across-the-board wage increase of 2.5% effective July 1, 2009.

6.2B There shall be an across-the-board wage increase of 3.0% effective July 1, 2010.

6.2C There shall be an across-the-board wage increase of 3.0% effective July 1, 2011.

6.3 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.

6.4 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.

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

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

6.6 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.)

6.6A 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.

6.7 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.

#### 6.8 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.

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 seventy (.70) 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 three (3) months have expired from the date of the latest transfer. The limitation of three (3) 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 be posted on bulletin boards in all work areas within the bargaining unit for a period of seven (7) calendar days, and notice of such vacancies shall be sent to the Union at the time of the posting. The list of said vacancies shall also be sent to the President of the Union at the time of posting. Employees who apply for such vacancies shall make a request in writing to the Personnel Officer or appropriate administrative officer of the unit where the vacancy exists no later than three (3) days after the posting period has ended.

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 three (3) 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.

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.

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

1. 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.
2. Short-term reassignments shall be made for purposes of meeting workload demands and/or to utilize the expertise of an individual employee.
3. Short-term reassignments shall be no less than seven (7) calendar days not more than thirty (30) calendar days.
4. 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 for a period not to exceed five (5) days. 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.

5. Short-term reassignments shall be based on primary seniority within the affected class of position. Should no bargaining unit member elect said reassignment based on primary seniority the most junior employee within the class of position will be reassigned.

6. 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.

7. 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 nine (9) months from when they are returned to their original position.

8. Short-term reassignment may be extended by written mutual agreement of the parties.

9. Nothing in this section shall prevent management from moving employees to assist in other units for periods of no more than one (1) day.

#### 11.16 Permanent Reassignments:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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. Office** - 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

**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 offices 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 yrs.	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 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.

13.6 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.

13.7 A pregnant employee, so certified by her physician shall be entitled to use accrued sick

leave for any time she is unable to work, for medical reasons.

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

B) It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months nor more than twelve (12) months and may be extended by mutual consent; and an early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the appointing authority.

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

13.8 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.

13.9 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 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.

### 13.10 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.
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.

13.11 The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment.

The director and/or their designee in agreement with the local Union shall define and assign transitional employment for employees who have job related injuries which prevent or 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 locations, 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 verification after attaining maximum 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.

The parties agree to establish a committee made up of three (3) representatives from each party to explore the feasibility of providing protection against long-term disability either through the purchase of Long Term Disability Insurance and/or through the establishment of a sick leave bank. The Committee shall meet monthly starting no later than May 1996 and shall make its recommendation to the Director of Administration no later than October 1, 1996. Such recommendation(s) shall then be reviewed for possible inclusion as an addendum to the present

contract.

**ARTICLE XIV**  
**HEALTH AND WELFARE**

14.1

- A. The State will maintain the current health benefits through a product provided by Blue Cross, United Health Care, or a substantially equivalent package of benefits delivered through a PPO, exception as modified as set forth herein.

The parties shall consider modest health care plan design changes, to be effective July 1, 2006, that will provide additional savings in the overall cost of the premium which would allocate slightly more costs to the direct users, which at a minimum shall implement increases in Emergency Room co-pays from \$25.00 to \$30.00 and Urgicare co-pay from \$10.00 to \$15.00.

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 to \$100;
- (3) Urgent Care co-pay to increase to \$35;
- (4) Specialist office visit co-pay to increase to \$20 (includes all physicians other than primary care physicians).

All employees shall contribute towards the cost of health care coverage, effective June 26, 2005, in an amount equal to 2.5% of base wages and 0.5% of other wages, via payroll deductions on a pre-tax basis.

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 Plan		Family Plan	
Less than \$45,000	15%	Less than \$45,000	13.5%
\$45,000 to less than \$90,000	20%	\$45,000 to less than \$90,000	20%
\$90,000 and above	25%	\$90,000 and above	25%

Effective July 1, 2010:			
Individual Plan		Family Plan	
Less than \$46,350	17.5%	Less than \$46,350	14%
\$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 \$55,000	15%
\$55,000 to Less than 90,000	20%
\$90,000 and above	35%

Effective July 1, 2010:	
Individual or Family Plan	
Less than \$90,000	20%
\$90,000 and above	35%

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.

- B. The employee waiver will be increased from \$1,300 to \$2,000 effective January 1, 2002.  
Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.

- C. Employee Drug Co-Pay The employee drug co-pay shall be as follows:

<u>Date</u>	<u>Generic</u>	<u>Formulary</u>	<u>Non-formulary</u>
Jan. 1, 2004	\$5.00	\$12.00	\$30.00

The State will explore the feasibility of offering a drug mail order program which will be less expensive for both the State and the employees.

Effective October 1, 2008, 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 November 23, 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.

- D. These changes supersede any conflicting provision of Article 12 of the Agreement and the Supplemental Agreement.

Dental Program: Coverage shall be \$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%.

14.2 The State agrees to continue to pay full costs for a period of three (3) months of all benefits listed above for all employees covered by this Agreement who are on lay-off.

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

#### 14.4 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.

#### 14.5 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 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.

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.

**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 position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

19.2 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.

19.3 During that part of the period of leave described above for which the employee will 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. Employees called up for military duty in excess of sixty (60) days shall be paid the difference between the employee's State salary and military base pay for as long as deployed on active duty.

19.4 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.

19.5 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 of return 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 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 stationary, 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.

## **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 one (1) year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands, and written notations of oral reprimands shall be expunged from the employee's personnel records. 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. 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 For the purpose of this agreement, the term "grievance" means any difference or dispute between the State and the Union, or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement.

26.2 There shall be a grievance procedure as follows:

#### **Step 1.**

- (a) A written grievance shall be presented by the aggrieved employee and/or by the Union within fifteen (15) working days of the employee's knowledge and/or Union's knowledge of the occurrence of such grievance. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested.
- (b) An aggrieved employee shall discuss his problem with their Union representative

and immediate/appropriate supervisor outside of the bargaining unit, who shall attempt to settle the problem within one (1) working day.

**Step 2.**

- (a) If the grievance is not resolved in step 1 above, the written grievance shall be submitted to the designee of the Director of the Department of Administration by the aggrieved employee and/or by the Union within twenty (20) working days of the employee's and/or Union's knowledge of the occurrence of such grievance.
- (b) The Director's designee shall conduct a hearing on the grievance with the aggrieved employee and/or the Union representative within fourteen (14) days of his/her receipt of such written grievance at Step 2. Two union officers and the aggrieved may present the grievance at the hearing.
- (c) Such designee shall render a written decision to the Union and to the employee within fourteen (14) days of the hearing. The decision shall respond to the factual and contractual allegations of the grievance.

**Step 3.**

- (a) In the event the grievance is not settled in a manner satisfactory to the aggrieved member, and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein within thirty (30) days from the transmittal of the Step 2 decision. 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 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 representative will have the right to assist the aggrieved at any step of the grievance procedure.

**Miscellaneous**

- (a.) Nothing contained herein deprives an individual employee of the right to process their grievance without Union representation. If such grievance is processed without Union representation, the facts and disposition of said grievance will be furnished to the Union.
- (b.) It is also agreed that in all cases of suspension, dismissal or class actions the aggrieved and/or the Union may go immediately to Step 2 of the grievance procedure.

26.3 A Civil Service employee may process his grievance through either the grievance

procedure or before the Personnel Appeal Board, provided the claim is within the jurisdiction of the Personal Appeal Board. However, the initiation of a matter before the Personnel Appeal Board shall be deemed a waiver of the employee's right to utilize or continue to utilize the grievance procedure provided herein with respect to that matter.

26.4 Sustained grievances will be implemented or the necessary paperwork to implement the decision will be initiated within five (5) working days after the receipt of the decision by the Department.

## **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 American Arbitration Association in accordance with its rules then obtaining. 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.

## **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 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**

#### **EXAMINATION IN THE CLASSIFIED SERVICE**

30.1 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 XXXI**

#### **SEVERABILITY**

31.1 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.

31.2 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 XXXII**

### **SUB-CONTRACTING PROCEDURE**

32.1 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:

32.2 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 XXXIII** **LEGAL DEFENSE**

33.1 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 XXXIV** **COMPENSATION PLAN/MALPRACTICE COMMITTEES**

34.1 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.

34.2 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.

34.3 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.

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

### **ARTICLE XXXV** **P.E.O.P.L.E. DEDUCTIONS**

35.1 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 XXXVI**  
**NON-PERFORMANCE OF BARGAINING UNIT WORK**

36.1 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 XXXVII**  
**MILEAGE PROVISIONS**

37.1 Commencing July 1996, mileage will be paid at the rate set by the Federal General Services Administration and shall be adjusted on July 1<sup>st</sup> and January 1<sup>st</sup> of each year to reflect the rates in effect on those dates.

**ARTICLE XXXVIII**  
**PERSONAL BUSINESS LEAVE**

38.1 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. Personal leave with pay may be used as follows:

- (a) One-half day on Good Friday afternoon;
- (b) One-half day on the day before Christmas;
- (c) One-half day on the day before New Year's Day, and;
- (d) One and one-half days for personal business and/or other religious observance.

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

38.3 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. Employees denied personal leave on Good Friday afternoon, the day before Christmas, or the day before New Year's Day, due to the "interference with the proper conduct of Division functions," shall be entitled to take the half day personal leave at another time.

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

38.5 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.

38.6 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 XXXIX**

### **EMPLOYEE FEEDBACK PROGRAM**

39.1 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 XL**

### **RECLASSIFICATION AND/OR UPGRADING**

40.1 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 performed 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 XLI**  
**ALTERATION OF AGREEMENT**

41.1 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.

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

41.3 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 XLII**  
**NO STRIKES OR LOCKOUTS**

42.1 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.

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

42.3 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 XLIII**  
**JOINT MANAGEMENT/LABOR COMMITTEE**

43.1 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 XLIV** **TESTING ACCESS**

44.1 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 XLV** **STUDY GROUP**

45.1 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 XLVI** **TERMINATION & REOPENING OF AGREEMENT**

46.1 This agreement shall be effective from the 1<sup>st</sup> day of July 2008, until the 30<sup>th</sup> day of June 2012. 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.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2010.

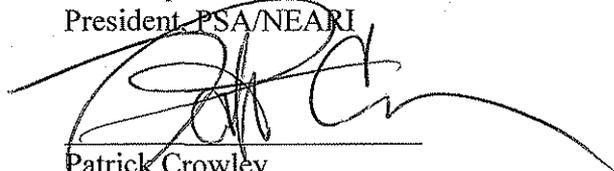
FOR THE STATE OF RHODE ISLAND:

FOR PSA/NEA HEALTH:

  
Donald L. Carcieri  
Governor

  
Cara Lupino  
President, PSA/NEARI

  
Rosemary Booth-Gallogly  
Director of Administration

  
Patrick Crowley  
NEA, Rhode Island

## **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 statutes 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:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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:**

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**For the Union:**

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**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  
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

9/22/09

## 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:

	<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. 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.

**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

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.

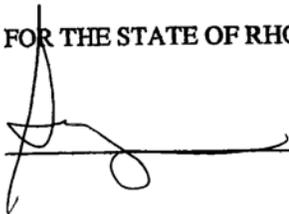
Ratification:

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:

*DOH PSA/NEA*  
  
\_\_\_\_\_ *9/22/09*

## SALARY SCHEDULES

<b>SCHEDULE 300</b> <b>Classified Annual Salaries</b> Effective June 24, 2007
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<b>301</b>	54178	56106	57632	59072	61328	<b>328</b>	47442	49037	50711	53270
<b>302</b>	39251	40127	41025	42503		<b>329</b>	49197	50869	52631	55345
<b>303</b>	26538	26853	27179	27654		<b>330</b>	51034	52790	54628	57425
<b>304</b>	26538	26909	27229	27548	28028	<b>331</b>	52949	54788	56707	59666
<b>305</b>	26909	27229	27548	27870	28401	<b>332</b>	54942	56867	58866	61900
<b>306</b>	27229	27548	27870	28246	28776	<b>333</b>	57025	59024	61102	64298
<b>307</b>	27548	27922	28297	28669	29255	<b>334</b>	59101	61181	63341	66697
<b>308</b>	27922	28322	28723	29096	29680	<b>335</b>	61261	63418	65660	69089
<b>309</b>	28322	28749	29148	29576	30216	<b>336</b>	63418	65660	67971	71575
<b>310</b>	28749	29205	29631	30056	30751	<b>337</b>	65576	67899	70295	74054
<b>311</b>	29205	29736	30216	30697	31445	<b>338</b>	67733	70132	72614	76529
<b>312</b>	29736	30322	30805	31336	32135	<b>339</b>	70055	72536	75170	79084
<b>313</b>	30322	30909	31445	31976	32830	<b>340</b>	72536	75170	79084	83007
<b>314</b>	30909	31605	32135	32724	33575	<b>341</b>	75170	79084	83007	86919
<b>315</b>	31605	32298	32884	33474	34383	<b>342</b>	79084	83007	86919	90830
<b>316</b>	32298	32993	33575	34219	35200	<b>343</b>	83007	86919	90830	94752
<b>317</b>	32993	33739	34383	35033	36145	<b>344</b>	86919	90830	94752	98671
<b>318</b>	33739	34593	35322	36085	37330	<b>345</b>	90830	94752	98671	102584
<b>319</b>	34593	35438	36206	37073	38424	<b>346</b>	94752	98671	102584	106502
<b>320</b>	35438	36392	37266	38163	39643	<b>347</b>	98671	102584	106502	110420
<b>321</b>	36392	37460	38364	39365	40927	<b>348</b>	102584	106502	110420	114334
<b>322</b>	37460	38629	39643	40712	42515	<b>349</b>	106502	110420	114334	118251
<b>323</b>	38629	39838	40927	42216	44184	<b>350</b>	110420	114334	118251	122171
<b>324</b>	39838	41150	42439	43731	45773	<b>351</b>	114334	118251	122171	126087
<b>325</b>	41150	42664	43957	45319	47442	<b>352</b>	118251	122171	126087	130008
<b>326</b>	42664	44184	45549	46987	49275	<b>353</b>	122171	126087	130008	133919
<b>327</b>	45773	47216	48796	51268						

<b>SCHEDULE 300</b> <b>Classified Annual Salaries</b> <b>Effective June 21, 2009</b>
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<b>301</b>	55532	57509	59073	60549	62861	<b>328</b>	48628	50263	51979	54602
<b>302</b>	40232	41130	42051	43566		<b>329</b>	50427	52141	53947	56729
<b>303</b>	27201	27524	27858	28345		<b>330</b>	52310	54110	55994	58861
<b>304</b>	27201	27582	27910	28237	28729	<b>331</b>	54273	56158	58125	61158
<b>305</b>	27582	27910	28237	28567	29111	<b>332</b>	56316	58289	60338	63447
<b>306</b>	27910	28237	28567	28952	29495	<b>333</b>	58451	60500	62630	65905
<b>307</b>	28237	28620	29004	29386	29986	<b>334</b>	60579	62711	64925	68364
<b>308</b>	28620	29030	29441	29823	30422	<b>335</b>	62793	65003	67301	70816
<b>309</b>	29030	29468	29877	30315	30971	<b>336</b>	65003	67301	69670	73364
<b>310</b>	29468	29935	30372	30807	31520	<b>337</b>	67215	69596	72052	75905
<b>311</b>	29935	30479	30971	31464	32231	<b>338</b>	69426	71885	74429	78442
<b>312</b>	30479	31080	31575	32119	32938	<b>339</b>	71806	74349	77049	81061
<b>313</b>	31080	31682	32231	32775	33651	<b>340</b>	74349	77049	81061	85082
<b>314</b>	31682	32395	32938	33542	34414	<b>341</b>	77049	81061	85082	89092
<b>315</b>	32395	33105	33706	34311	35243	<b>342</b>	81061	85082	89092	93101
<b>316</b>	33105	33818	34414	35074	36080	<b>343</b>	85082	89092	93101	97121
<b>317</b>	33818	34582	35243	35909	37049	<b>344</b>	89092	93101	97121	101138
<b>318</b>	34582	35458	36205	36987	38263	<b>345</b>	93101	97121	101138	105149
<b>319</b>	35458	36324	37111	38000	39385	<b>346</b>	97121	101138	105149	109165
<b>320</b>	36324	37302	38198	39117	40634	<b>347</b>	101138	105149	109165	113180
<b>321</b>	37302	38396	39323	40349	41950	<b>348</b>	105149	109165	113180	117192
<b>322</b>	38396	39595	40634	41730	43578	<b>349</b>	109165	113180	117192	121207
<b>323</b>	39595	40834	41950	43271	45289	<b>350</b>	113180	117192	121207	125225
<b>324</b>	40834	42179	43500	44824	46917	<b>351</b>	117192	121207	125225	129239
<b>325</b>	42179	43731	45056	46452	48628	<b>352</b>	121207	125225	129239	133258
<b>326</b>	43731	45289	46688	48162	50507	<b>353</b>	125225	129239	133258	137267
<b>327</b>	46917	48396	50016	52550						

Council 94 AFSCME  
 PSA/NEA-Department of Health  
 ACE/NEA-Community College of Rhode Island  
 ACT/NEA-University of Rhode Island  
 R.I. Probation and Parole Association (Clerical)  
 Employment Security Alliance Local 401

<b>SCHEDULE 300</b> <b>Classified Annual Salaries</b> <b>Effective June 20, 2010</b>
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<b>301</b>	57198	59234	60845	62365	64747	<b>328</b>	50087	51771	53538	56240
<b>302</b>	41439	42364	43313	44873		<b>329</b>	51940	53705	55565	58431
<b>303</b>	28017	28350	28694	29195		<b>330</b>	53879	55733	57674	60627
<b>304</b>	28017	28409	28747	29084	29591	<b>331</b>	55901	57843	59869	62993
<b>305</b>	28409	28747	29084	29424	29984	<b>332</b>	58005	60038	62148	65350
<b>306</b>	28747	29084	29424	29821	30380	<b>333</b>	60205	62315	64509	67882
<b>307</b>	29084	29479	29874	30268	30886	<b>334</b>	62396	64592	66873	70415
<b>308</b>	29479	29901	30324	30718	31335	<b>335</b>	64677	66953	69320	72940
<b>309</b>	29901	30352	30773	31224	31900	<b>336</b>	66953	69320	71760	75565
<b>310</b>	30352	30833	31283	31731	32466	<b>337</b>	69231	71684	74214	78182
<b>311</b>	30833	31393	31900	32408	33198	<b>338</b>	71509	74042	76662	80795
<b>312</b>	31393	32012	32522	33083	33926	<b>339</b>	73960	76579	79360	83493
<b>313</b>	32012	32632	33198	33758	34661	<b>340</b>	76579	79360	83493	87634
<b>314</b>	32632	33367	33926	34548	35446	<b>341</b>	79360	83493	87634	91765
<b>315</b>	33367	34098	34717	35340	36300	<b>342</b>	83493	87634	91765	95894
<b>316</b>	34098	34833	35446	36126	37162	<b>343</b>	87634	91765	95894	100035
<b>317</b>	34833	35619	36300	36986	38160	<b>344</b>	91765	95894	100035	104172
<b>318</b>	35619	36522	37291	38097	39411	<b>345</b>	95894	100035	104172	108303
<b>319</b>	36522	37414	38224	39140	40567	<b>346</b>	100035	104172	108303	112440
<b>320</b>	37414	38421	39344	40291	41853	<b>347</b>	104172	108303	112440	116575
<b>321</b>	38421	39548	40503	41559	43208	<b>348</b>	108303	112440	116575	120708
<b>322</b>	39548	40783	41853	42982	44885	<b>349</b>	112440	116575	120708	124843
<b>323</b>	40783	42059	43208	44569	46648	<b>350</b>	116575	120708	124843	128982
<b>324</b>	42059	43444	44805	46169	48325	<b>351</b>	120708	124843	128982	133116
<b>325</b>	43444	45043	46408	47846	50087	<b>352</b>	124843	128982	133116	137256
<b>326</b>	45043	46648	48089	49607	52022	<b>353</b>	128982	133116	137256	141385
<b>327</b>	48325	49848	51516	54126						

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 R.I. Probation and Parole Association (Clerical)  
 Employment Security Alliance Local 401

<b>SCHEDULE 300</b> <b>Classified Annual Salaries</b> <b>Effective June 19, 2011</b>
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<b>301</b>	58914	61011	62670	64236	66689	<b>328</b>	51590	53324	55144	57927
<b>302</b>	42682	43635	44612	46219		<b>329</b>	53498	55316	57232	60184
<b>303</b>	28858	29200	29555	30071		<b>330</b>	55495	57405	59404	62446
<b>304</b>	28858	29261	29609	29957	30479	<b>331</b>	57578	59578	61665	64883
<b>305</b>	29261	29609	29957	30307	30884	<b>332</b>	59745	61839	64012	67310
<b>306</b>	29609	29957	30307	30716	31291	<b>333</b>	62011	64184	66444	69918
<b>307</b>	29957	30363	30770	31176	31813	<b>334</b>	64268	66530	68879	72527
<b>308</b>	30363	30798	31234	31640	32275	<b>335</b>	66617	68962	71400	75128
<b>309</b>	30798	31263	31696	32161	32857	<b>336</b>	68962	71400	73913	77832
<b>310</b>	31263	31758	32221	32683	33440	<b>337</b>	71308	73835	76440	80527
<b>311</b>	31758	32335	32857	33380	34194	<b>338</b>	73654	76263	78962	83219
<b>312</b>	32335	32972	33498	34075	34944	<b>339</b>	76179	78876	81741	85998
<b>313</b>	32972	33611	34194	34771	35701	<b>340</b>	78876	81741	85998	90263
<b>314</b>	33611	34368	34944	35584	36509	<b>341</b>	81741	85998	90263	94518
<b>315</b>	34368	35121	35759	36400	37389	<b>342</b>	85998	90263	94518	98771
<b>316</b>	35121	35878	36509	37210	38277	<b>343</b>	90263	94518	98771	103036
<b>317</b>	35878	36688	37389	38096	39305	<b>344</b>	94518	98771	103036	107297
<b>318</b>	36688	37618	38410	39240	40593	<b>345</b>	98771	103036	107297	111552
<b>319</b>	37618	38536	39371	40314	41784	<b>346</b>	103036	107297	111552	115813
<b>320</b>	38536	39574	40524	41500	43109	<b>347</b>	107297	111552	115813	120072
<b>321</b>	39574	40734	41718	42806	44504	<b>348</b>	111552	115813	120072	124329
<b>322</b>	40734	42006	43109	44271	46232	<b>349</b>	115813	120072	124329	128588
<b>323</b>	42006	43321	44504	45906	48047	<b>350</b>	120072	124329	128588	132851
<b>324</b>	43321	44747	46149	47554	49775	<b>351</b>	124329	128588	132851	137109
<b>325</b>	44747	46394	47800	49281	51590	<b>352</b>	128588	132851	137109	141374
<b>326</b>	46394	48047	49532	51095	53583	<b>353</b>	132851	137109	141374	145627
<b>327</b>	49775	51343	53061	55750						

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