

ORIGINAL

**MASTER AGREEMENT
BETWEEN
STATE OF RHODE ISLAND
AND
RHODE ISLAND COUNCIL 94, AFSCME AFL-CIO**

July 1, 2020 through June 30, 2021

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MEMORANDUM OF AGREEMENT

This Master Agreement is hereby entered into this 7th day of June, 2022 by and between the State of Rhode Island, hereinafter referred to as the State, and Rhode Island Council 94, AFSCME, AFL-CIO, hereinafter referred to as the Union.

PURPOSE

It is the purpose of this Agreement to carry out the policy of the State providing procedures which will facilitate free and frequent communication and encourage a more harmonious and cooperative relationship between the State and its employees. Therefore, by means of this Agreement, the signatories hereto bind themselves to maintain and improve the present high standards of service to the people of the State and agree further that high morale and good personnel relations through a stabilized Union relationship are essential to carry out this task. No negotiated Settlement Agreements or Memorandums of Agreements entered into after the ratification of this agreement will have precedential effect, amend this agreement, or provide for wage rate adjustments unless they are signed by the Director of Administration or his/her designee and the State Vice President of the Union or his/her designee.

ARTICLE 1

RECOGNITION

1.1 The State hereby recognizes the Union for the purposes of this Master Agreement as the sole and exclusive bargaining agent for all State employees with regard to wages, hours, and working conditions for whom Rhode Island Council 94, AFSCME, AFL-CIO are currently certified to represent by the decision or upon certification of the State Labor Relations Board, and those State employees who are in bargaining units that are recognized by mutual agreement of the parties.

Upon such recognition, such new units shall automatically be covered by the terms of this Master Agreement and negotiations for mini-contracts shall begin immediately upon such recognition in accordance with Article 48 of this Agreement. Upon termination of the Union certification for any bargaining unit, the provisions of this Master Agreement shall be automatically terminated. The terms of this Master Agreement are non-transferable and non-assignable. The following is a list of the certificate numbers currently represented by the Union:

EE-1714A	EE-1715A	EE-1766	EE-1767A	EE-1794	EE-1804A
EE-1805A	EE-1825A	EE-1847A	EE-1848A	EE-1896A	EE-1926A
EE-2057A	EE-2069A	EE-2089A	EE-2098A	EE-3095A	EE-3114A
EE-3133A	EE-3144A	EE-3146A	EE-3149A	EE-3152A	EE-3157A
EE-3221A	EE-3260	EE-3328A	EE-3337A	EE-3338A	EE-3342A
EE-3373	EE-3402A	EE-3403A	EE-3406A	EE-3417A	EE-3418A
EE-3454A	EE-3504				

ARTICLE 2

NON-DISCRIMINATION CLAUSE

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

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

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

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

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

ARTICLE 3

UNION SECURITY & DUES DEDUCTION

3.1 Upon written authorization of any state employee who is a member of the Union, the State Controller shall deduct from the employee's salary his or her Union dues on a bi-weekly basis and shall remit to the treasurer of the Union the amount deducted. The State shall submit said dues together with a list by department, of the members who have had payments deducted. The State Controller shall make dues deductions, on an on-going basis, from each such employee.

3.2 In those bargaining units in which the Union has been recognized or certified as the exclusive bargaining agent, only the dues for the sole and exclusive bargaining agent shall be deducted. Membership dues for a bargaining unit shall be established in an amount determined by the Union.

3.3 Any non-member employee who is in a position within the bargaining unit may choose to voluntarily pay fees to the Union. The fee for voluntary non-members within a bargaining unit shall be established in an amount determined by the Union. The State Controller shall deduct from the voluntary non-member employee's salary such fees on a bi-weekly basis and shall remit to the treasurer of the Union the amount deducted. The State shall submit said fees together with a list by department, of the non-members who have had payments deducted.

3.4 In the event that the dues and/or fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision by a court of competent jurisdiction, the parties agree to discuss and bargain on a new system of dues and/or fee collection within thirty (30) days of such act/decision.

3.5 The State Controller shall deduct back dues and/or fees arising from any arbitration award in the case of a suspension or discharge, which has been overturned by an arbitrator and shall remit the amount to the Union.

3.6 The State recognizes that it is a matter within the discretion of the Union to increase dues and/or non-member fees lawfully and in accordance with its constitution and by-laws, and upon written representation by the Union that dues and/or fees for a bargaining unit have been lawfully increased and in accordance with its constitution and by-laws, the State agrees to adjust the amount of dues or fees deduction for a bargaining unit accordingly, provided that such an adjustment is consistent with the authorization of the employee as required by law.

3.7 The State shall give written notice of all new employees within the respective bargaining units who become eligible for membership in the Union to the Executive Director of the Union and the President of the Local. Said notice shall be given promptly after the hiring decision is made but in no event later than the fifth business day following the employee's start date. Said notice shall include the employee's name, address, employee I.D. number, date of hire, classification, and department. Local presidents or their designee shall be afforded the right to meet with all new members.

3.8 Effective upon ratification of this Agreement, the State shall provide the Union's designated representative, on a quarterly basis, the following information on every employee

within the respective bargaining units: name, address, employee I.D. number, date of hire, classification and department.

3.9 Any member or any voluntary fee-paying non-member of the Union who wishes to change his or her membership status shall contact the designated representative of the Union. If a member or a voluntary non-member contacts the State to end his or her membership or non-member fee paying agreement, the State shall inform the employee to contact the designated representative of the Union. The State shall also promptly notify the Union of the employee's request and the Union shall also promptly notify the State of any change in the employee's status.

3.10 The Union shall indemnify and hold the State harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken or not taken by the State for the purpose of complying with any of the provisions of this Article.

ARTICLE 4

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 State 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 units and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;

- D. To determine the methods, means and personnel by which such operations are to be conducted;
- E. To relieve employees from duties because of lack of work or for other legitimate reasons;
- F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 5

HOURS OF WORK/ THREE-DAY RULE/ANNUAL UNION OUTING

- 5.1 It is hereby agreed that there shall be four basic work weeks as follows:
 - 1. A 35 hour work week (5 consecutive days of 7 consecutive hours), exclusive of unpaid lunch periods.
 - 2. A 40 hour work week (5 consecutive days of 8 consecutive hours each), exclusive of unpaid lunch periods.
 - 3. A non-standard work week (5 consecutive days of at least 7 consecutive hours each), exclusive of unpaid lunch periods.
 - 4. A Non-Standard, non-exempt work week: Employees so classified by the Personnel Administrator who work more than forty (40) hours in a work week shall receive overtime pay at time and one half for all hours worked in excess of forty (40) hours. Employees so classified are listed in Exhibit D.. The number of hours in an employee's regular work week will not be increased as a consequence of this paragraph. Nothing in this agreement shall be construed to change existing work weeks.

Basic work weeks which include Saturday or Sunday or both Saturday and Sunday, will be limited to new or vacant positions. If the number of bidders are insufficient to fill such positions, involuntary changes in scheduled work hours will be subject to the provisions of Section 5.2 of this Article.

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 Executive Director, 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 as set forth in Articles 28.7 and 28.8 of this Agreement.

5.3 Employees who work at least sixteen 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-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 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 any 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 their working hours.

THREE-DAY RULE

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

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

A three-day rule assignment for a bargaining unit position that is created by illness leave, injury leave, workers compensation leave, military leave or other leave where the employee has not vacated the position (“Encumbered Positions”) will not exceed twelve (12) months. If at the end of the twelve (12) month period, the vacated position remains an Encumbered Position, the State may fill the position with additional three-day rule assignments of other employees. If at the end of the twelve (12) month period the position is not Encumbered, it will be posted as a vacant position in accordance with Article 11 of the collective bargaining agreement, provided

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

A three-day rule assignment for a bargaining unit position that is created by termination, resignation or retirement will not exceed nine (9) months. Thereafter it will be posted as a vacant position in accordance with Article 11 of the collective bargaining agreement, provided the position is funded and approved to be filled. The nine (9) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

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

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

ANNUAL UNION OUTING

5.8 Each bargaining unit shall be granted two hours of time off for annual employee outings. Any employee who is denied time under this provision shall be granted two hours of time off at another time during the fiscal year.

ARTICLE 6

SALARY SCHEDULE

6.1 WAGES.

There shall be across-the-board base wage increases as follows:

All employees shall receive a 2.5% salary increase retroactive to June 21, 2020, which is the payroll date immediately prior to July 1, 2020.

6.2 An employee appointed from an employment or promotional list shall receive a one-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-step increase each year thereafter in their classification until they have reached the maximum of their grade.

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

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

Percentage Increase

Years of Service	On Base Rate
5	5%
11	10%
15	15%
20	17.5%
25	20%

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

6.6.a Each employee, who has successfully completed a four-course curriculum approved in advance by the Personnel Administrator, shall be entitled to a one-step pay increment next above their 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.)

6.6.b

1. Persons employed prior to July 1, 2001, may retain the increment provided for in 6.6a 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 the Department of Administration'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 Exhibit F, Salary Schedules and Grade Levels.

6.8 Employees who work the second or third shift will be paid on Thursday, if possible.

6.9 Overpayments/Fast Track Arbitration

- a. 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.
- b. Any dispute between the State and the Union or between the State and any employee, regarding the amount of any overpayment of wages, shall be submitted to fast-track arbitration in accordance with Article 28.7. The arbitrator shall decide issues of fact and, if applicable, the appropriate remedy. If the arbitrator orders the employee to reimburse the State, the reimbursement shall be by payroll deduction in amounts ordered by the arbitrator.
- c. In the event that the State and employee agree as to the amount of wages the employee was overpaid, but disagree as to the reimbursement schedule, the payroll deduction reimbursement schedule shall be submitted to fast-track arbitration in accordance with Article 28.7 on a last best offer basis.

ARTICLE 7

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 a.m. to 3 p.m. or 8

a.m. to 4:30 p.m. shall not receive shift differential for the 7 a.m. to 8 a.m. hour or the 3 p.m. to 4:30 p.m. hour and one half. Employees hired into state service on or after June 29, 2014, shall not receive shift differentials for hours worked between 7 a.m. and 3 p.m. Shift differentials will only be paid in accordance with agreed upon contract language.

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

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 hours or fourteen 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 their daily assigned work shift, shall be compensated for the hours worked on the second shift at the rate of time and one-half their 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 their "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.

7.4(a) Effective July 1, 2018, employees with a CNA certification and working in the classification of Certified Nursing Assistant (CNA), Institution Attendant (IA), Institution Attendant Psychiatric (IAP), and Mental Health Workers (MHW) shall be paid a stipend of \$2.00 per hour for all hours worked on Saturdays and Sundays from Saturday 12:00 a.m. until Sunday 11:59 p.m.

7.4(b) The Union and the State shall negotiate changes to the seniority provisions applicable to CNAs in order to permit all CNAs working at Group Homes, the Veterans Home, and State hospitals to be assigned to schedules which allow regular weekend days off. In the event that the Union and the State fail to reach agreement on a modification of the seniority provisions to allow this the stipends referred to above shall not go into effect.

7.4(c) Article 7.4 (a) – (c) shall be null and void if the legislature enacts patient staffing limits applicable to CNAs at the Group Homes, Veterans Home, and State hospitals.

ARTICLE 8

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 work week.

8.3 Compensation for overtime work shall not be paid to employees in the non-standard category.

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 hours and, in those classes of position in which it is applicable, all work performed in excess of thirty-five hours in any week, with the following exception:

When funds become unavailable within a department to pay cash for work performed between thirty-five and forty hours for employees in a thirty-five-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 and forty.

8.5 Whenever an employee is required to work on a holiday designated in this agreement, which falls on their regularly scheduled workday, they shall be credited with the number of hours in their 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 Local Union President at the close of each pay period.

*8.7 Hours which are paid for, but not actually worked, except sick leave in accordance with Rhode Island General Laws (hereinafter, R.I.G.L)§36-4-63, shall be counted as hours worked for purposes of overtime compensation.

*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 their 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 their 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.

(*see Letter of Understanding Sick Leave Bill)

8.9 No employee shall be required to work more than sixteen consecutive hours except in a State emergency.

8.10 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.

ARTICLE 9

HOLIDAYS

9.1 The following shall constitute the official holidays for the purpose of this Agreement:

New Year's Day, Martin Luther King 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 designate 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 their official work schedule for the day.

9.3 Whenever an employee in a standard work week (35 hours, 37 ½ hours, or 40 hours weekly) or non-standard employee is required to work on a holiday which falls on their regularly scheduled workday, they shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. This provision as it applies to non-standard employees shall be effective upon ratification of the contract.

The parties agree that for the purpose of overtime pay under Section 9.3 of this Article the Christmas Day, New Year's Day, Fourth of July, and Veteran's Day holidays shall be observed on Saturday or Sunday in those years when such holidays fall on Saturday or Sunday rather than on Monday as provided for by R.I.G.L. § 25-1-1 et seq. The parties further agree, that when such holidays fall on Saturday or Sunday employees who would have otherwise received overtime holiday pay for working on Monday, if the holiday were being celebrated on that day, shall not receive such pay but shall receive their regular rate of pay for that day.

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

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

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

9.6 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 additional day of Personal Leave.

ARTICLE 10

INCLEMENT WEATHER/EMERGENCY

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 workplace 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.

4. Deletion of the prior language in Article 10 shall not negate the practice of granting time off for annual employee outings.
5. In the event that employees are either allowed to leave their workplace early or are excused from traveling to work in accordance with this Article, Section 10.1.3 shall only apply to employees at the affected workplace.

ARTICLE 11

SENIORITY/LAYOFFS

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

Primary Seniority is the length of service within a class of position.

Secondary Seniority is the length of service in which an employee has worked in the next lower rated position in the classification hierarchy.

State Seniority is the length of service in which an employee has worked for the State.

In the event dues collection/service fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision by a court of competent jurisdiction, the parties agree to discuss and bargain regarding seniority rights of employees under this Agreement.

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 same bargaining unit (except for temporary assignments of sixty days or less within the Division of Taxation.)

11.3 Where there are no bids under Section 11.2 from within a bargaining unit, the appointing authority shall appoint a member of any bargaining unit represented by Council 94 who bid for a lateral transfer, and this appointment shall be from the top three (3) primary seniority employees so bidding.

Employees who are transferred as the result of a bid for a transfer under this section shall not be eligible to again be so transferred until four (4) months has expired from the date of the latest transfer. The limitation of four (4) months, however, shall not apply to employees in classifications that may require work in a schedule other than the normal seven- or eight-hour day and the Monday through Friday daily work schedule.

11.4 All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet employment opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union at the time of the posting via electronic means. The list of said vacancies shall also be sent to the Executive Director of Council 94 and local Presidents at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities website. Employees shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings. The Union recognizes the right of the State to consider Affirmative Action factors when hiring new employees for any position once Section 4(a)-(g) of this section are complied with. The Union also agrees that Affirmative Action factors may be taken into account when making a selection among bargaining unit employees when reviewing those employees eligible under this section.

11.4.a All new and vacant positions shall be filled from the top six employees represented by Council 94 on the certified promotional list.

11.4.b Where there are less than six (6) employees from within Council 94 on the certified promotional list the State will select an employee represented by Council 94 who is on the list.

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

11.4.d Where no list exists for certification, all new and vacant positions shall be filled from within the bargaining unit wherein the new or vacant position exists from the top six state seniority employees, or if there are less than six (6) eligible employees therein, then from the top six (6) state seniority employees from within any other bargaining units covered by the Master Agreement. Whenever there are less than three eligible applicants from within any bargaining units covered by the Master Contract for a vacancy, the State may repost such vacancy.

11.4.e All non-competitive positions to which the parties agree, shall be filled by the top state seniority bidder from within the bargaining unit. A list of the current non-competitive positions are attached. Exhibit E. If no bids are made from within the bargaining unit, then it shall be filled by the top state seniority employee who is a member of a bargaining unit represented by Council 94 who has submitted a bid. The parties agree that all mental health worker ("MHW") positions shall be filled from the top three (3) State seniority bidders from within the bargaining unit. If no bids are made from within the bargaining unit, then the new or vacant MHW position shall be filled from the top three (3) State seniority employees who are members of a bargaining unit represented by Council 94 who have submitted a bid. This is contingent on the Memorandum of Agreement for Institutional Aid Psychiatric, Mental Health Worker, and Certified Nursing Assistant Psychiatric (hereinafter, "MOA") and a successful public hearing, as set forth in the MOA, attached hereto as Exhibit A.

11.4.f If no bids are submitted from any member of a bargaining unit represented by Council 94 covered by this Master Agreement, then the State has the right to fill from outside the bargaining units covered by this Master Agreement.

11.4.g Under the provisions of this Article, the State agrees to supply the Executive Director of Council 94 every certified list and amended certified list used for all positions covered by this Master 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 office of the appropriate 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 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.

LAY-OFFS

11.7 Whenever the State decides on a layoff of persons covered by this Agreement, including a layoff due to job abolishment, such layoff must be reviewed and approved by the Director of Administration or by the Chief Executive Officer of an independent statutory authority, such as the Judiciary. All such layoffs shall be managed by the Office of Personnel Administration. Notification to the Executive Director of AFSCME, Council 94 will be sent fifteen (15) calendar days prior to sending any layoff notice.

The following rules will apply to selection for layoff, bumping and recall:

1. "Seniority" under these rules always means State seniority.
2. Two weeks' notice of layoff shall be given to any employee so affected.

3. The least senior employee in a class selected for layoff in a department, division, agency, or bargaining unit will be identified for a layoff.
4. Bumping rights hereunder apply to an equal or lower class, but not to a higher class.

11.7.a Any employee who receives notice of a layoff shall have the right to accept the layoff and be placed on the recall list, or to exercise the following bumping rights:

1. Initial Layoff Notice Plus:

There will be a maximum of three (3) bumps following the least senior employee in a class in a department, division, agency, or bargaining unit being identified for layoff.

2. Priority in Bumping:

- a. FIRST BUMP:

Employees will have the right to bump the least senior employee in any class an employee chooses, including their own, for which such employee is qualified and able to perform in any bargaining unit covered by the Master Agreement. The employee so bumped will be required to accept a vacancy within the same class, in the same bargaining unit, if available. The laid off employee may choose to accept a vacancy offered by the State, within the same class in the same bargaining unit.

- b. SECOND BUMP:

If no such vacancy is available, that employee will also have the right to bump the least senior employee in any class for which such employee is qualified and able

to perform in any bargaining unit. The employee so bumped will be required to accept a vacancy within the same class in the same bargaining unit, if available.

c. THIRD AND FINAL BUMP:

The final bumpee in any bumping series will be the least senior (by State seniority) employee covered by the Master Agreement, in a position, which the bumping employee is qualified and able to perform such work. The employee so bumped will be laid off and placed on the recall list unless there is a vacancy in such class, in which case the employee will be placed in such vacancy.

11.7.b Special Provisions:

1.A. Employees will bring their current status with them into whatever classification they are eligible to bump. Employees who do not have permanent status, and who bump into a different classification will be required to serve a ninety (90) day probationary period. Progress reports will be issued after the first thirty (30) days, sixty (60) days and ninety (90) days.

1.B. If an employee successfully completes this probationary period, the examination will be waived to the extent permitted by law.

1.C. If an employee fails a probationary period, such failure may be grieved by the Union. Absent mutual agreement between the employer, the Union, and the employee, the employee must serve at least sixty (60) days of the ninety (90) day probationary period, the State will have the option of offering to place such employee in any vacant position which the State deems available and appropriate for such employee in an equal or lower class, which vacancy has been posted. The failure to offer any such vacancy shall not be subject to the grievance and arbitration procedure. If the State makes an offer which is accepted by such employee, with the

consent of the Union, the failure of the State to offer such vacancy to any other employee shall not be subject to the grievance and arbitration procedure.

2. Vacancies so filled in accordance with subsection 11.7A (1a), (1b), or (1c) which have not been previously posted will be posted on a closed bid for lateral transfers within the bargaining unit only using primary seniority. Such closed bids will be made within ninety (90) days.

3. If the least senior employee in any classification is a part-time employee working fewer than 35 hours per week, the bumping full-time employee may bypass such person and bump the least senior full-time employee in the same classification.

4. Employees covered by R.I.G.L §§ 36-4-59, 36-5-7, or 36-5-8 who have their position eliminated will retain the right to remain in State service in a comparable position with no reduction in salary or status. The State will offer alternative assignments if available.

If the employee chooses not to accept such assignments, the employee will be subject to the same bumping rules as listed under this section, without loss of salary or status.

11.8 Recall Rights

A. Employees affected by a layoff action, including employees who bumped, will be placed on an appropriate recall list and shall be recalled in order of State Seniority.

B. An employee will have recall rights to a position in the same class in the bargaining unit which management intends to fill, from which the employee was laid off and exercised bumping rights. Any employee who refuses a recall to an unrestricted position will be removed from the recall list.

C. In addition, an employee who has been actually laid off and is on the recall list

will have recall rights to any other position for which such employee is qualified and able to perform, in an equal or lower class, provided such employee has indicated in advance a desire and willingness for the job in "parameters" established at time of layoff, and subject to completion of a ninety (90) day probationary period in the manner specified in subsection 5 in any class in which an employee has never had permanent status, with recourse to expedited arbitration. An employee who refuses three (3) recall offers to unrestricted positions shall forfeit all recall rights.

- D. No appointment may be made to any position covered by the Master Agreement in a class affected by a layoff set forth in the preceding paragraphs while an employee who has been laid off is available for recall and remains on the recall list.
- E. The parties agree to make expedited arbitration without going through grievance procedure, the exclusive procedure for resolving disputes over layoff, bumping, and recall.
- F. Recall notices shall be sent by certified mail, return receipt requested. Unpaid sick leave and personal leave accruals as of the date of layoff will be frozen for three (3) years from date of layoff.

11.9 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 they not be continued in the service, they shall receive permanent status in their 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.

11.10 The six (6) months probationary period shall mean one- hundred thirty (130) days worked in the class of position.

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

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

- (a) When an employee has been discharged for just cause;
- (b) When an employee voluntarily terminates their employment;
- (c) When an employee fails to respond to a recall notice;
- (d) When an employee fails to notify the departmental director of their absence from work within five working days, unless extenuating circumstances prohibit such notice;
- (e) When an employee fails to renew a leave of absence;
- (f) When an employee engages in other work without authorization while on leave of absence;
- (g) When an employee is laid off in excess of three (3) consecutive years.

11.13 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 legislation.

1. The State shall notify the Executive Director, and the President(s) of the affected

bargaining unit(s) at least fifteen (15) calendar days in advance of notification to bargaining unit(s) members of its intention to reorganize.

2. The Union and the State shall meet immediately to review and discuss the State's plan for such reorganization and 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 Executive Director of AFSCME Council 94. If no agreement is reached, the reorganization plan will proceed pursuant to this Article. The Union cannot grieve the inability of the parties to agree to a reorganization plan.
3. That plan shall include a thirty (30) day notification to the affected employees.
4. Affected employees shall be given the right to bid on new assignments by primary seniority.
5. 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.
6. Any employees affected by reorganization that 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.

7. In cases where an entire operation is moved from one location to another, all affected employees will be redeployed.
8. 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.
9. 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 9 shall prevent the Union from subsequently pursuing issues under Article 37 based on nullification of the reorganization plan or other such drastically changed

circumstances.

10. Reclassification of existing bargaining unit classifications must be done through negotiations between the parties.
11. 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 12

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. The following vacation days are credited on January 1 of each year:

Employees with 6 mos. to 10 yrs. 2 days on January 1.

Employees with 10 yrs. to 20 yrs. 4 days on January 1.

Employees with 20 yrs. and over 9 days on January 1.

The remaining entitled vacation is accrued throughout the year.

12.2 It is agreed that all employees covered by this Agreement shall receive a vacation with pay according to the following schedule:

Years of Service	Schedule
1) At least 6 months but not more than 5 years	10 working days
2) At least 5 years but not more than 10 years	15 working days
3) At least 10 years but not more than 15 years	18 working days
4) At least 15 years but not more than 20 years	20 working days
5) At least 20 years but not more than 25 years	26 working days
6) 25 years or more	28 working days

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 their vacation credits, such employee or their estate shall, upon such termination, be entitled to receive full pay for each hour of vacation to their 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 an employee shall only be allowed to be paid for one (1) year of accrual under Article 12.3.

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

ARTICLE 13

PERSONAL BUSINESS LEAVE

13.1 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.

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

13.3 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 due to the "interference with the proper conduct of Division functions," shall be entitled to take the half day personal leave at another time.

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

13.5 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.

13.6 Employees originally appointed prior to April 1st shall be entitled to four (4) personal leave days as provided in this Article.

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

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

13.9 Employees originally appointed after September 30th shall be entitled to one (1) personal leave day as provided in this Article.

ARTICLE 14

SICK LEAVE/SICK LEAVE BANK

14.1 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. Such sick leave shall also include absence due to illness or death in the immediate family of the employee (per death) or with appropriate medical documentation necessary attendance upon a member of the immediate family who is ill. Such sick leave for an immediate family member shall be up to a maximum of twenty (20) days of accrued sick leave per year. 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.

14.2 Employees, whose basic work week is thirty-five (35) hours or in the non-standard category, shall accrue four (4) hours for each bi-weekly period of service; employee, whose basic work week is thirty- seven and one-half (37.5) hours, shall accrue four and one-half (4.5) hours for each bi-weekly period of service; employees, whose basic work week is forty(40) hours, shall accrue five (5) hours for each bi-weekly period of service.

14.3 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, 937.5 hours (125 days) for an employee assigned to a thirty-seven and one half (37.5) hour 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.

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

A thirty-five (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 thirty-seven and one-half (37.5) hour a week employee shall be entitled to receive a full pay for 50% of all accrued sick leave over 429 hours, up to and including 675 hours and 75% pay for all accrued sick leave over 675 hours up to and including 937.5 hours. A forty (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.

14.5 Family and Medical Leave:

- (a) For each discharge of three (3) to less than five (5) consecutive days, the employee's appointing authority shall require, and the worker shall provide, a properly completed Employee Certification of Necessary Absence Form (Affidavit) as provided by the Division of Human Resources.
- (b) For each discharge of leave of five (5) or more consecutive days, the employee's appointing authority shall require, and the employee shall provide properly completed employee and physician portions of the appropriate United States Department of Labor form (currently WH-380-E, WH-380-F, WH-384 or WH-385) as provided by the Division of Human Resources.
- (c) In order for the appointing authority to designate an absence as FMLA qualifying leave, the employee must provide the appropriate federal form referenced in (B).
- (d) Nothing herein exempts the employee's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.
- (e) Notwithstanding the above, the appointing authority, upon reasonable suspicion of leave abuse, may request a properly completed form (as referenced in (B)) for any and all paid or unpaid absences for medical reasons regardless of the duration and the employee will be required to provide such documentation.

(f) To protect employee privacy rights, all documents containing confidential medical information are maintained as confidential medical records and are kept in separate, secure medical files in the Division of Human Resources Disabilities Management Unit. Access to these records is restricted as provided by law.

(g) Nothing herein shall adversely affect an employee's right to leave under either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible employee's leave under such laws.

(h) Nothing herein shall be construed to conflict with R.L.G.L. 1956 § 36-4-63.

14.6 A pregnant employee, so certified by the employee's physician shall be entitled to use accrued sick leave for any time said employee is unable to work, for medical reasons.

(A) At the expiration of maternity leave, the employee shall be returned to the position from which said employee is on leave at the same step of the then current range for said employee's 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 written notice of thirty (30) days to the appointing authority.

- (C) A pregnant employee shall not be required to commence maternity leave prior to childbirth, unless unable to satisfactorily perform the job duties, and continuance at work does not deprive co-workers of their contractual rights.

14.7 Whenever an employee shall be absent from their duties and receiving compensation as provided in the Worker's Compensation Laws, they shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed their regular compensation. Deductions from accumulated credits shall be applied only to that part of their 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.

14.8 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 such employee is a forty (40) hour employee or 105 hours in a calendar year, if such employee is a thirty-five (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.

14.9 Sick Leave Bank:

- A. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in each bargaining unit covered by the Master Agreement. A separate sick leave bank may be established in a particular department by mutual Agreement.
- B. Each Sick Leave Bank Committee shall be composed of six (6) members, three (3) of whom shall be appointed by the President of the Union and three (3) 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 Leave Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.
- C. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:
 - 1. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.

2. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).
3. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week , 450 hours per employee assigned to a thirty-seven and one half (37.5) hour work week, and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
4. Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
5. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week, seven and one half (7.5) hours of sick leave if assigned to a thirty- seven and one-half (37.5) hour work week, and seven (7)hours of sick leave if assigned to a thirty-five (35) hour work week.
6. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.

7. All sick leave hours accrued while discharging sick leave hours granted by the sick leave bank committee must be discharged prior to discharging available sick leave bank hours.
 8. Part-time employees may participate on a pro-rated basis.
- D. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.
- E. If during the calendar year the Sick Leave Bank falls below three hundred fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours, 7.5 hours or 7 hours from those employees who made a contribution on January 2 of that calendar year.

14.10 The State and the Union agree to establish a committee to study the feasibility of alternatives and options to the existing sick leave benefit structure. The committee shall consist of up to three (3) members appointed by the State and three (3) members appointed by the Union. The committee will meet on a bi-monthly basis. The committee will discuss alternatives to the existing sick leave policies and structure and alternatives such as group short term disability insurance.

ARTICLE 15 – BEREAVEMENT LEAVE

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

- (A) four (4) days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, step-mother, step-father, brother, sister, step-brother, or step-sister ;

- (B) three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household;
- (C) one (1) day in the case of the death of an aunt, uncle, sister-in-law, brother-in-law, niece, nephew or cousin.

If more than the above 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 14, Sick Leave.

ARTICLE 16

HEALTH & WELFARE

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

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

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

A) Anchor Plus Plan

In Network Deductible*	\$500 (\$1,000 family)
In Network Out of Pocket Max**	\$1,000 (\$2,000 family)
Out of Network Deductible	\$1,000 (\$2,000 family)
Out of Network Out of Pocket Max	\$5,000 (\$10,000 family)
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

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

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

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

- (1) **Preventative care office visits are covered in full;**
- (2) **Office visit (non-preventative) PCP - \$15 copay;**
- (3) **Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);**
- (4) **Chiropractic care – \$15 copay;**
- (5) **Diagnostic tests (X-rays, blood work) – no charge;**
- (6) **Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);**
- (7) **Inpatient hospital – coinsurance after deductible;**
- (8) **Outpatient surgery – coinsurance after deductible;**
- (9) **Mental Health/Substance Use Disorder – in-patient: coinsurance after deductible, outpatient: \$15 copay;**
- (10) **Emergency room - \$125 copay;**
- (11) **Ambulance – covered in full;**
- (12) **Urgent care - \$50 copay;**
- (13) **Physical therapy, occupational therapy and speech therapy - \$15 copay.**

B) Anchor Plan:

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

Out of Network Out of Pocket Max	\$6,000 (\$12,000 family)
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

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

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

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

- (1) Preventative care office visits are covered in full;**
- (2) Office visit (non-preventative) PCP - \$15 copay;**
- (3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);**
- (4) Chiropractic care - \$15 copay;**
- (5) Diagnostic tests (X-rays, blood work) – no charge;**
- (6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible. (Covered in full after deductible if an imaging center is used);**
- (7) Inpatient hospital – coinsurance after deductible;**
- (8) Outpatient surgery – coinsurance after deductible;**
- (9) Mental Health/Substance Use Disorder – in-patient: coinsurance after deductible, outpatient: \$15 copay;**
- (10) Emergency room - \$150 copay;**
- (11) Ambulance – covered in full;**
- (12) Urgent care - \$50 copay;**
- (13) Physical therapy, occupational therapy and speech therapy - \$15 copay.**

C) Anchor Choice with HSA Plan:

Each member that enrolls in the Anchor Choice Plan with HSA shall receive an HSA contribution from the State in the amount of \$1,500 for individuals or \$3,000 for families. Fifty percent (50%) of each State HSA contribution shall be deposited on January 1st and 50% shall be deposited on July 1st during each year of the collective bargaining agreement. The State will not prorate its HSA contributions for members enrolling after January 1st or July 1st.

In Network Deductible*	\$1,500 (\$3,000 family)
In Network Out of Pocket Max**	\$3,000 (\$6,000 family)
Out of Network Deductible*, **	\$2,250 (\$4,500 family)
Out of Network Out of Pocket Max**	\$4,500 (\$9,000 family)
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

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

**The in-network and out of network deductibles and out-of-pocket maximums are combined deductibles and out-of-pocket maximums with the pharmacy deductibles and out-of-pocket maximum.

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

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP – coinsurance after deductible;
- (3) Specialist office visit copay – 10%/30% after deductible. (Higher specialist coinsurance applies without referral under PCP Coordination of Care);
- (4) Chiropractic care – coinsurance after deductible;
- (5) Diagnostic tests (X-rays, blood work) – coinsurance after deductible;
- (6) Imaging (CT/PET Scans, MRIs) – coinsurance after deductible. (Covered in full after deductible if an imaging center is used);

- (7) **Inpatient hospital – coinsurance after deductible;**
- (8) **Outpatient surgery – coinsurance after deductible;**
- (9) **Mental Health/Substance Use Disorder – in-patient: coinsurance after deductible, outpatient: coinsurance after deductible;**
- (10) **Emergency room copay – coinsurance after deductible;**
- (11) **Ambulance: coinsurance after deductible**
- (12) **Urgent care copay – coinsurance after deductible;**
- (13) **Physical therapy, occupational therapy and speech therapy copay – coinsurance after deductible.**

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

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

16.4 Insurance

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

Effective January 1, 2020:

For full time employees:

Individual Plan		Family Plan	
Less than \$102,840	20%	Less than \$53,498	15%
		\$53,498 to less than \$102,840	20%
\$102,840 and above	25%	\$102,840 and above	25%

For part-time employees:

Individual or Family Plan

<u>Less than \$96,937</u>	<u>20%</u>
<u>\$96,937 and above</u>	<u>35%</u>

The Co-Share contribution salary level for full-time and part-time employees shall be increased based on the employee's annualized total rate of pay. The Co-Share contribution salary levels for eligible employees shall be increased by 2.5% effective June 21, 2020;

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

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

Effective June 21, 2020:

For full-time employees:

Individual Plan		Family Plan	
Less than \$105,411	20%	Less than \$54,835	15%
		\$54,835 to less than \$105,411	20%
\$105,411 and above	25%	\$105,411 and above	25%

For part-time employees:

Individual or Family Plan	
Less than \$99,360	20%
\$99,360 and above	35%

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

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

A) Anchor Plus Plan and Anchor Plan:

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

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

The drug copay by mail order shall be as follows:

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

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

B) Anchor Choice with HSA Plan:

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

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

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

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

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

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

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

16.8 Dental and Vision Programs:

A) Dental: The State will provide a dental plan for the employees and their family.

The coverage shall be \$1,200 through December 31, 2018.

Effective January 1, 2019, the State will provide a dental plan for employees and their families. The coverage shall be \$1,500 per calendar year, in addition to the enhancements below.

The State will offer benefit enhancements, including two buy-up options. Said modified plan enhancements shall include:

- Add sealants as a preventive benefit for children under age 14, covered at 100%

- Remove the \$400 inside maximum for periodontal services
- Increase the lifetime maximum for orthodontic services from \$850 to \$1,500
- Extend coverage to dependent children to age 26

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

B) Vision: The State will provide a vision plan for employees and their families.

Effective January 1, 2019, the State will offer benefit enhancements, including buy-up option(s).

Said modified plan enhancements shall include:

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

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

16.9 Flex Plan

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

16.10 Wellness Incentives

In addition to the Diabetes Prevention Program, the following wellness incentives shall be available to employees up to a maximum of \$1,000 per year.

A. Rewards for Wellness

1. Employees participating in the State's medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per year. Activities

shall be available for completion between January 1st and December 31st of each calendar year (an “activity year”). The earned reductions in medical insurance co-share payments shall be awarded to active employees participating in the State’s medical plan in the first half of the calendar year following each activity year.

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

B. Annual Preventive Exam Incentive

1. Employees participating in the State’s medical plan and who obtain a qualifying annual preventive exam will receive an annual one-time \$250 reduction in medical insurance co-share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventive exams obtained during a calendar year (an “exam year”) shall be awarded to active employees participating in the State’s medical plan in the second half of the calendar year following the exam year.

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

insurance co-share payments for qualifying preventive exams obtained during an exam year shall be awarded to active employees whose spouses participate in the State's medical plan in the second half of the calendar year following the exam year.

C. Diabetes Prevention Program (DPP) Completion Incentive

Employees that attend a minimum of 20 out of the 25 sessions in the Diabetes Prevention Program (DPP), as certified by the program administrator (currently YMCA of Greater Providence), shall receive a one-time taxable \$500 cash incentive reward.

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

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

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

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

ARTICLE 17

RETIREMENT

17.1 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 R.I.G.L. Title 36, Chapter 8 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 18

GROUP LIFE INSURANCE

18.1 It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by R.I.G.L. § 36-12-, as amended.

18.2 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 they desire not to be insured.
- b) Each covered employee will be provided with an amount of group life insurance equal to the amount of their 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 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 (\$1,000.00) dollars of their 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 19

LEAVE WITHOUT PAY

19.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six (6) months, subject to renewal for reason of personal illness, disability, educational improvement or other purpose deemed proper and approved by the appointing authority and Personnel Administrator. Approval of such leaves shall not be unreasonably withheld. An employee shall discharge all applicable accrued leave before being granted leave without pay, however, at the employee's discretion they may choose not to discharge up to one (1) week sick leave, one (1) week vacation leave, R0 and R1 days and four (4) personal days.

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

19.3 Duly elected Union representatives to Union conferences or conventions shall, upon request, be granted up to ten (10) workdays per year of leave without pay, not to exceed eighty (80) employees.

19.4 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.

19.5.(a) The State need not repost a position which has been filled once the prior incumbent on leave no longer has the right to return to his/her prior position.

19.5.(b) Where a posting is for a position subject to a leave, the posting shall state the nature of the leave and to include the provisions of 19.5 (a).

ARTICLE 20

JURY LEAVE/COURT REQUIRED APPEARANCES

20.1 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 their regular duties during the actual period of such duty and shall receive their jury duty pay or their regular pay, whichever is the greater.

20.2 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 21

MILITARY LEAVE

21.1 Every employee covered by this agreement who has left or shall leave his/her 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) 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 in accordance with the terms of USERRA.

21.2 For the first sixty (60) calendar days of such absence, each such employee who have been employed for one-hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces shall be paid by the State the difference between the employee's State salary and military base pay.

21.3 Employees who are called up to military duty in defense of our Nation and mobilized 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 the employee remains deployed on active duty. If the employee provides documentation of his/her military base pay rate, the State shall provide for payments under this Section on an on-going basis through direct deposit or other payment method. The employee shall notify the State at the conclusion of the period of mobilization, so that adjustments may be made to reflect actual military base pay received. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

21.4 In no case shall such employee receive more than the amount the employee would have received had the employee not been absent from his/her position. No employee shall be allowed to receive pay more than once under this Article for Military Leave for training purposes in a three (3) year period.

21.5 Employees on paid leave, described in paragraphs 21.2 and 21.3 above, shall accrue such sick leave and annual leave credits as would have accrued while working in said position.

21.6 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.

21.7 At the conclusion of such military leave of absence, the employee shall be returned to his/her 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 return may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

21.8 The State will follow the terms of the State statute applicable to municipal employees entering military service, R.I.G.L. § 30-6-6. The employee/military member's family (but not the employee/military member) will be allowed to stay in the State's plan for the duration of the employee/military member's service subject to the family paying the applicable premium co-share.

ARTICLE 22

MILITARY LEAVE TRAINING

22.1 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 (15) working days in any one (1) calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, they shall be granted leave without pay for this purpose.

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

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

ARTICLE 23

CALL IN TIME

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

23.2 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 24

BULLETIN BOARDS

24.1 The State agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted. All notices shall be on Union stationery, signed by an

official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or 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 25

UNION COMMITTEE

25.1 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.

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

25.3 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.

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

25.5 Block time for union officials including implementation and accountability procedures for such time, can be subjects for mini-contract negotiations. There will be no deadline for entering into mini-contract negotiations on this issue.

25.6 The provisions of the Master Contract and mini-contracts on block time for union officials, if any, shall supersede all existing inconsistent memoranda and policies.

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

ARTICLE 26

DISCIPLINE & DISCHARGE

26.1 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 27. If the appointing authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. Upon ratification, after a period of two (2) years, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records, oral reprimands shall be removed from the personnel file after one (1) year. After a period of four (4) years, if the employee has not committed any further infractions of appropriate rules and regulations, suspensions of five (5) days or less will automatically be removed from the employee's personnel records. The preceding sentence shall apply to suspensions of five (5) days or less issued prior to and after the ratification of this Agreement. Each employee shall be furnished with a copy of all disciplinary entries in their personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon the employee's request and shall be disclosed to the employee's Union

representative. 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.

26.2 The Appointing Authority shall not discharge or suspend an employee without just cause. Within two (2) weeks of such suspension or discharge, the Union may file a grievance with the Office of Labor Relations as set forth in Article 27 and such hearing shall be held no later than three (3) days after the Union's request.

26.3 In the event that an employee is dismissed, demoted or suspended under this section, and such employee appeals such action and their appeal is sustained, they shall be restored to their former position and compensated at their regular rate for any time lost during the period of such dismissal, demotion or suspension.

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

ARTICLE 27

GRIEVANCE PROCEDURE

27.1 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.

27.2 There shall be a grievance procedure as follows:

Step 1.

- (a) A grievance shall be presented to the Department Supervisor by the aggrieved employee and/or by the Union within twenty (20) days of the employee's and/or Union's knowledge of the occurrence of such grievance.
- (b) An aggrieved employee shall discuss their problem with their Union representative and Department Supervisor, who shall attempt to settle the problem within seven (7) days.

Step 2.

- (a) If the grievance is not resolved in Step 1 above, it shall be reduced to writing and submitted to the designee of the Director of the Department of Administration by the aggrieved employee and/or by the Union within thirty (30) days of the employee's 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. The aggrieved employee and/or the Union representative shall meet, within thirty (30) days of the submission of the written grievance, with the Director's designee who shall conduct a hearing on the grievance. A grievance regarding the immediate health and safety of members shall be conducted within fourteen (14) days of the submission of the written

grievance. Two (2) Union officers and the aggrieved may present the grievance at the hearing. Such designee shall render a written decision to the Union and to the employee within thirty (30) days of the hearing.

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.
- (b) For termination cases, all submissions to arbitration must be made within forty-five (45) days after transmittal of the Step 2 decision consistent with Article 28.5.

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) The grievant may be represented by a third party at Step 2 or Step 3 of this procedure, upon the mutual consent of the State and the Union in writing.
- (c) 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.
- (d) Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure.

- (e) Grievance hearings are intended to be an informal and expedited process to resolve disputes. The State, on request, will produce payroll and other employment or departmental/division records, which are relevant to the grievance at issue, as necessary. Requests shall be made at least seven (7) days in advance of the grievance hearing. The State shall submit relevant documents forty-eight (48) hours prior to the hearing. In the event of a dispute regarding production of documents, the assigned grievance hearing officer will make the determination on the issue of production.
- (f) 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 processing grievances. The Union representatives will have the right to assist the aggrieved at any step of the grievance procedure.
- (g) Employees of Council 94 may be present and represent the Union and employees at all steps of the grievance procedure.

27.3 A Civil Service employee may process their grievance through either the grievance procedure or before the Personnel 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.

27.4 The State shall allow each employee in the bargaining unit the right, upon request, to review the contents of their personnel file. No material derogatory to an employee's conduct, service, character or personality will be placed in said employee's personnel file, unless they have had an opportunity to review the material.

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

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

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

ARTICLE 28

ARBITRATION

28.1 If a grievance is not settled under Article 27, such grievance shall, at the request of the Union or the State, be submitted to arbitration. The parties shall attempt to mutually agree on an arbitrator through such procedures, as they consider appropriate. In the absence of an agreement the matter will be referred to The Labor Relations Connection (or any other entity that the parties agree to).

28.2 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.

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

28.4 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not be applied to any obligation arising under this agreement.

28.5 All submissions to arbitration, except in termination cases, must be made within thirty 30 days after the grievance procedure decision. For termination cases, all submissions to arbitration must be made within forty-five (45) days after the transmittal of the grievance procedure decision.

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

28.7 FAST TRACK ARBITRATION: A panel of six (6) arbitrators mutually selected shall hear cases on a rotating basis, not less than one day each month. The parties shall mutually select not less than three (3) nor more than six (6) cases to be heard on any day. The cost of arbitration shall be shared equally by the parties. A brief, summary decision shall be provided by the arbitrator within five (5) working days of hearing. The decision will be final and binding, but not precedential.

28.8 Whenever expedited arbitration is required by this Agreement, as for example, in disputes over layoff, bumping and recall, the "fast track" panel of arbitrators shall rotate in all such cases. Any such arbitration award will be accorded the same impart as if the regular arbitration procedure had been utilized.

28.9 The State shall, within sixty (60) days of ratification, provide to the Union and the University of Rhode Island Schmidt Labor Research Center (the “Labor Institute”), the electronic copies (i.e. PDF files) of the arbitration decisions issued after March 15, 2015. The State shall provide updated electronic copies of new decisions quarterly to the Union. The parties will also jointly request that the Labor Relations Connection provide electronic copy of all arbitration decisions to the parties and to the Labor Institute.

ARTICLE 29

MEDIATION

29.1 The Rhode Island Department of Labor and the Federal Mediation and Conciliation Service, recognizing that a mechanism which provides for an informal and expeditious resolution of grievances not only alleviates the costs attributed to arbitration, but also creates a more harmonious Labor-Management relationship, hereby enter into this agreement with the State of Rhode Island and Council 94 of the American Federation of State, County and Municipal Employees. The purpose of the agreement is to provide for the mediation of grievance disputes as an alternative to arbitration. The program will be administered by the Department of Labor. It is understood by the parties that this program will exist for so long as or until such time as either party notifies the Director of Labor that it wishes to terminate the agreement.

The following procedures will be followed in the use of mediations.

1. Before a grievance is submitted to mediation; it must have been processed through the second level of the internal grievance procedure.
2. The parties by mutual consent may submit unresolved grievances to mediation by filing a request for a hearing with the Director of Labor within fifteen (15) work days of the receipt of the written response to the grievance at the Labor Relations Level of the Grievance Procedure.

3. The Department of Labor will assign a mediator to the grievance within ten (10) working days of the receipt of the parties' request for mediation. The mediator will ordinarily be an employee of the State Department of Labor or the Federal Mediation and Conciliation Service.
4. The assigned mediator will schedule a mediation conference at a mutually agreeable time, normally, at the Rhode Island Department of Labor, no later than fifteen (15) working days after their assignment to the case. The mediator will ordinarily schedule no more than three (3) grievances for conference in a single day. The decision to postpone a hearing shall rest with the mediator.
5. Should the assigned mediator be unable to execute their responsibilities within the prescribed time period, another mediator shall be assigned to the case unless the parties mutually agree to retain the mediator and hold the Conference at a later date.
6. Grievances will be mediated one (1) at a time in an informal setting. Relevant factors will emerge in a narrative fashion, without examination of witnesses, formal rules of evidence or record-keeping.
7. The individuals necessary to effectuate the resolution of the grievance shall be in attendance.
8. The mediator may schedule and structure meetings in whatever manner said mediator believes is most productive (joint, separate, off-the-record meetings, etc.).
9. Should the parties not be able to resolve the grievance to their mutual satisfaction after a reasonable period of time, the mediator or either one of the parties shall

withdraw the case from mediation.

10. It is understood by the parties that in no event will the mediator issue an advisory opinion on the matter.
11. Should the parties resolve the grievance as a result of the mediation process, the parties shall sign a settlement, which will set forth the terms of the agreement that they have reached. It is understood all grievance settlements will not be considered as precedent-setting unless the parties agree that to be the case in the terms of the settlement.
12. It is understood by the parties that all discussions between the mediator, the disputing parties and/or the grievant shall be privileged and treated as confidential. Any settlement proposal made by either party at the mediation session shall not be referred to at any future arbitration hearing or any other proceeding.
13. All written material which is submitted to the mediator during the mediation conference will be returned to the respective parties upon conclusion of the meeting.
14. It is agreed by the parties that any mediator conducting a grievance mediation conference shall not be called as a witness in any arbitration, administrative hearing or court proceeding arising out of a grievance.

ARTICLE 30

HEALTH & SAFETY

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

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

30.3 In any department where no Health and Safety committee exists, at the request of the Union a safety committee shall be appointed. Such committee shall be composed of three (3) members selected by the Union and three (3) members selected by the Director. The Union and the State shall have one co-chair each. Each local Union shall have a committee as designated above, if requested. Meetings shall be held monthly unless two (2) or more members of the joint committee determine that additional meetings are necessary. Each local union reserves the right to have its own Health and Safety Committee.

30.4 The Health and Safety Committee shall also consider recommendations for meal facilities, uniforms, clothing, equipment, and parking for all employees.

30.5 The members of each 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.

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

ARTICLE 31

TESTING

31.1 Employees who have the education and/or experience or have been previously admitted to the subject examination; or if the examination is for a position in the same pay grade or lower shall be given administrative leave to take such civil service examination upon timely application.

ARTICLE 32

NO STRIKES OR LOCKOUTS

32.1 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.

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

32.3 If, during the life of this agreement any employees represented by the Union engage in a strike, work stoppage or slowdown contrary to Article 32.1, the Union shall promptly notify the Office of Labor Relations 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 33

SEVERABILITY

33.1 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.

33.2 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 34

SUB-CONTRACTING PROCEDURE

34.1 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:

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

- (1) Notify the Union's Executive Director 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 sixty (60) days before binding itself to any sub-contracting agreement, notify the Executive Director 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 35

LABOR MANAGEMENT COMMITTEE

35.1 During the term of this agreement, the parties agree to meet concerning the overall administration of the agreement, problems concerning the welfare of the State and the Union, and other matters of importance. The Committee shall consist of three (3) members from the Union, one of which must be the Executive Director or their designee, and three (3) members of the State administration, one of which must be the Executive Director of Human Resources/Personnel Administrator or their designee.

ARTICLE 36

LEGAL DEFENSE

36.1 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 37

COMPENSATION PLAN/MALPRACTICE COMMITTEE

37.1 The State will undertake a compensation study for the below listed skilled trades positions. Contingent upon the results of the study, the State will adjust the wages of said positions to make them more competitive prior to January 1, 2015.

Carpenters

Electricians

Plumbers

Painters

Steamfitters

37.2 The parties agree to form a malpractice 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 (7th) member, who shall preside over the meetings. This committee shall be formed within thirty (30) days after the signing of this agreement.

37.3 The purpose of the malpractice committee shall be to study the necessity of providing malpractice insurance to Licensed Practical Nurses, Phlebotomist, and any other employees subject to malpractice suits.

37.4 Said malpractice committee shall continue for the duration of the Agreement and meet at the call of either party.

ARTICLE 38

P.E.O.P.L.E. DEDUCTIONS

38.1 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 39

NON-PERFORMANCE OF BARGAINING UNIT WORK

39.1 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 40

CASELOADS

40.1 The State and the Union shall study the issue of maximum target caseloads, based upon FY 06 as the study period, for CNAs at the Veterans Home, Staff Investigators and Senior Compliance Officers at the Rhode Island Commission for Human Rights, investigators at the Department of Elderly Affairs, and Eligibility Technicians at the Department of Human Services, and establish maximum target caseloads for FY 07. In the event that reallocation of existing FTE's is not sufficient to permit the maintenance of such target caseloads, the State and the Union shall jointly approach the legislature to request authorization for the appropriate number of FTE's to allow for implementation of the aforesaid target caseloads.

ARTICLE 41

MILEAGE

41.1 When an employee is required by the employer to use his or her vehicle for official State business he/she will be paid mileage at the rate set by the Internal Revenue Service. The IRS mileage rate shall be adjusted to reflect the rate that is in effect on those dates.

ARTICLE 42

RECLASSIFICATION AND/OR UPGRADING

42.1 During the term of this Agreement any employee who believes their 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 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 their 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 2.016:

"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 their employment in said different class of position with the status held in the former class, if their name appears on a current list deemed appropriate by the Personnel Administrator, or if they pass 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." If an employee's position is reallocated from a standard to a non-standard classification, and the overtime payments to be repaid exceed the amount of retroactive pay resulting from the reallocation, then for pay purposes the reallocation shall be prospective only and the employee shall neither be paid retroactively nor obligated to repay overtime payments received.

- E. If the appeal of the employee is denied by the Personnel Division, then the employee may appeal to the Director of Administration or their 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 during a reclassification or upgrading appeal.
- I. In the event the employee is in fact working out of classification, or their job is determined to be in need of an upgrading, the State may exercise one of three options:
 - 1. The employee should be reallocated to the position that best represents the duties performed by the employee, or;
 - 2. Inform the employee they are not to perform any duties other than those required of the class specifications for said position, or;
 - 3. Create a classification which reflects the duties performed by the employee.

42.2 It is agreed by both parties that there is direct relationship between Registered Nurses and Licensed Practical Nurses and that custom and tradition has been observed in the payment of wages and benefits between two (2) classifications.

It is further agreed that a study of these classifications and their relative grades should be made, and that equity be served in the establishment of a grade for Licensed Practical Nurses proportionate to their duties and responsibilities to Registered Nurses.

Further, that as soon as this is established, the correct grade for a Licensed Practical Nurse should be established at the conclusion of said study.

ARTICLE 43

TUITION REIMBURSEMENT/CONTINUING EDUCATION/PROFESSIONAL CREDITS

43.1 Employees within the bargaining unit under this program may apply to have the cost of tuition, fees, professional credits and required materials reimbursed for approved courses taken at approved or accredited colleges or universities (physical or web-based if offered by approved universities), trade schools, continuing adult education programs or professional credit programs which are job related or required as part of a degree program within the employee's field and for which the employee receives at least a Grade C for undergraduate courses and a Grade B for graduate courses. For professional credits, the employee must present proof of earning the related credits to keep professional certification. Requests to take courses/professional credits must be presented in advance to the agency Director or the Director's designee who will either approve or deny the application in accordance with this Article.

43.2 Tuition Reimbursement/Continuing Education/Professional Credits

a. Tuition reimbursement/continuing education/professional credits shall be funded in an amount not to exceed \$200,000 per calendar year. Unused funds shall not be carried from one (1) year to another.

b. Employees taking college courses shall, with approval by the Director of the Agency or his/her designee, be allowed to attend said courses during the employee's normal

workday provided that said courses are offered only during the employee's normal workday. Employees will discharge vacation leave, personal leave, or compensatory time to attend said courses. If an employee does not have any accrued time, leave without pay shall be granted upon request.

c. An Education Committee shall be established consisting of four (4) members appointed by Council 94 and four (4) members appointed by the State. 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 courses.

d. Course reimbursement shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of State Seniority.

e. For undergraduate courses, an employee will be allowed a reimbursement of \$1,500 per semester, a total of \$3,000 per fiscal year.

f. For graduate courses, an employee will be allowed a reimbursement of \$2,000 per semester, for a total of \$4,000 per fiscal year.

43.3 Continuing Education Courses/Professional Credits

a. Employees shall receive a reimbursement of up to a maximum of \$1,000 per fiscal year for any and all tuition, fees, materials, continuing education courses, educational/professional credits, and/or any other credits needed in order to maintain and renew an employee's professional licenses or certifications, which are required to be maintained by the employee's classification or position.

b. Employees who take continuing education courses and/or any other classes for educational/professional credits in order to maintain or renew his/her professional licenses or

certifications, shall, with approval by the Director of the Agency or his/her designee, be allowed to attend said courses during his/her normal working hours, without discharging any vacation leave, personal leave, or compensatory time, provided that said courses/classes are offered only during said employee's normal workday.

ARTICLE 44

RETIREE MEDICAL COVERAGE

44.1 The parties agree that retiree health insurance benefits and the formula used to pay the cost thereof shall be in accordance with R.I.G.L. § 36-12-4, and no provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

44.2 An employee who elects to receive individual medical coverage must notify their appointing authority not less than two (2) weeks' notice of their intention to retire.

44.3 An employee who elects individual medical coverage under this provision may elect to purchase medical coverage for the family at their expense at the group rate.

44.4 Present employees who have at least thirty (30) years of service and who are not covered under the provisions of FICA and are therefore not entitled to Medicare supplement shall continue to receive medical coverage and the State shall pay ninety (90) percent of the cost. When such employee reaches the age of sixty-five (65), the State agrees to pay one hundred (100) percent of the premium.

44.5 The formula used for paying the cost of individual coverage for employees who retire shall be in accordance with R.I.G.L. § 36-12-4.

ARTICLE 45

ALTERATION OF AGREEMENT

45.1 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 here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this agreement.

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

45.3 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.

45.4 Both parties recognize that there may be hours, holidays and working conditions peculiar to specific bargaining units covered by this agreement. To this extent, it is agreed that the parties may enter into mini-contracts covering specific bargaining units upon request for negotiations made by either party within thirty (30) days from the signing of this agreement.

45.5 Clothing allowance subject to binding arbitration for those employees who have or had in the past received clothing allowance.

45.6 U.R.I. student help to be resolved in the mini-contract.

45.7 Flextime subject for mini-contract.

45.8 Mini-contracts shall be in negotiations for a period of not more than ninety (90) days of original request. Any unresolved issues, at the conclusion of this time, shall be submitted to expedited arbitration, and said arbitrator's award shall be binding on both parties, provided, however, that matters concerning changes in work schedules, monetary fringe benefits or other matters requiring the appropriation of money shall not become a subject for arbitration.

45.9 All present mini-contracts in existence shall remain in full force and effect until renegotiated by the parties.

45.10 The parties agree to include a Memorandum of Understanding in the contract reflecting the State's Performance Development Program ("PDP"), which is referenced in the Exhibit A to this Agreement.

ARTICLE 46

TRANSITIONAL EMPLOYMENT

46.1 Consistent with the provisions of the Collective Bargaining Agreement, the parties recognize the desirability of temporary light duty assignments as a means of returning injured workers to productive employment and to facilitate the employee's return to full duty in their assignment.

The State or Non-Executive Departments/Divisions/Colleges/Universities (hereinafter collectively, "State") in agreement with the local Union shall identify transitional employment for injured employees, including those with work related injuries, and those with occupational disease as set forth in R.I.G.L. § 28-34-1 *et seq.*, and may identify transitional employment for injured employees with non-work related injuries, whose medical restrictions prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon definitive medical verification of the employee's restrictions, the State shall modify the employee's assignment including job functions, tasks, hours, shift and/or work location, to provide transitional employment which will not exceed the employee's restrictions.

If no transitional employment is available in the employee's classification, the employee may be offered temporary work outside their classification with the agreement of the local Union.

Transitional assignments shall be reviewed on a regular basis. The review interval shall be agreed upon by the State, the local Union involved, and the employee. The transitional employment period shall not exceed six (6) months unless extended by mutual agreement of the State, the local Union involved and the employee and contingent upon supporting medical documentation.

If the employee cannot return to their classification and/or assignment based upon medical verification, the State shall offer those with work related injuries education, training or other programs to assist the employee to obtain other employment opportunities in State service, first within the bargaining unit, second in Council 94, and then elsewhere in State service, in accordance with the Collective Bargaining Agreement and Merit System Law. The State may offer these same benefits to employees with non-work related injuries who cannot return to their classification and/or assignment based upon medical verification.

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

ARTICLE 47

TEMPORARY SERVICES

47.1 The State may employ temps to perform bargaining unit work subject to the following provisions:

1. Such temps will be considered members of the bargaining unit and will pay either union dues or an agency service fee.
2. Temps shall be paid at the first step of the pay plan for the classification in which they are employed and shall receive no benefits (e.g. health insurance).
3. Temps shall accrue seniority and shall be eligible to bid for vacant positions after all other employees represented by Council 94 have exhausted their bidding

rights.

4. Temps shall remain "at will" employees and shall not be covered by the contract except for compliance with the pay provision and the right to bid for a vacant position.
5. There shall be a statewide cap of fifty (50) temps under the Master Agreement, excluding temps employed under existing departmental agreements.

Departmental agreements governing the use of temps for a programmatic purpose shall be for a duration of six (6) months, renewable for good reason for additional six (6) month periods. If either a local union or a department alleges that agreement on the use of temps is being unreasonably withheld, such negotiations shall cease and the matter shall be reviewed and resolved by the Director of Administration and the Union President. Failing such resolution, such department may utilize temps in compliance with this Agreement and the Union may submit the dispute to binding arbitration.

6. Nothing in this Article shall restrict or supersede existing departmental agreements over the use of temps.
7. When a department hires a temp pursuant to the agreement, the President of the Local Union will be notified.

ARTICLE 48

PARITY

48.1 Subsequent to the ratification of this agreement by Council 94, any increases in wages or benefits received by any other labor organization through negotiations, beyond those contained herein, shall be extended to employees covered by this agreement. In the event such wages or benefits are directly related to concessions made by other labor organizations, Council

94 shall have the option of making concessions of equal value in order to qualify for receipt of such wages or benefits.

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

ARTICLE 49

TELEWORKING

49.1 Teleworking arrangements shall be administered consistent with the State's Teleworking Policy and the terms and provisions contained herein.

49.2 The guidelines of the Teleworking Policy and the determination of whether an employment position is appropriate for teleworking shall be based on the State agency's business and operational needs and requirements.

49.3 The teleworking arrangement must not create any impediment to the accomplishment of the employee's work or the agency's business and operational needs and requirements.

49.4 Denials of teleworking requests and termination of teleworking arrangements must include the reason in writing to the requesting employee. Denials and terminations of teleworking arrangements must be based on operational needs or performance. Denials of teleworking and termination of teleworking arrangements must not be an alternative means of imposing discipline for conduct unrelated to teleworking to avoid the protections of that Article of the contract.

49.5 Where there are multiple employees in a department, agency or office who are teleworking, telework schedules shall be determined at the discretion of the appointing authority, although employees' primary seniority shall be a consideration in determining said telework schedules, in addition to the experience, duties and responsibilities of the teleworking employees. To the extent such scheduling does not distribute employees among offices or over various shifts in such a way that there is a balance of experienced employees and less experienced employees, then, in consultation with the Union, the primary seniority, experience, duties and responsibilities of the teleworking employees shall be considered by the appointing authority in establishing telework schedules.

49.6 An employee must be given a detailed reason for the termination of an approved teleworking arrangement in writing ten (10) days in advance of the termination unless circumstances require a shorter notice

49.7 Issues regarding approval or denial for participating in teleworking, as well as termination of a teleworking arrangement, may be appealed in accordance with the grievance and arbitration procedure of this agreement.”

ARTICLE 50

TERMINATION & REOPENING OF AGREEMENT

50.1 This agreement shall be in force from July 1, 2020, through June 30, 2021.

50.2 This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no 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 executed this Agreement this 7 day of

June, 2022.


**FOR THE STATE OF RHODE ISLAND: FOR RHODE ISLAND COUNCIL 94,
AFSCME, AFL-CIO**



Daniel J. McKee
Governor




J. Michael Downey, President
RI Council 94, AFSCME, AFL-CIO



James E. Thorsen, Director
Department of Administration



Lynn Loveday, State Vice President
RI Council 94, AFSCME, AFL-CIO



Alexis Santoro, Executive Director
RI Council 94, AFSCME, AFL-CIO

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
PERFORMANCE DEVELOPMENT

ORIGINAL

State of Rhode Island

Department of Administration

And

Rhode Island Council 94, AFSCME, AFL-CIO

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

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

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

SIGNATURES ON NEXT PAGE

For the State:

Michael DiBiase
Michael DiBiase, Director Date: 5/2/18
Dept. of Administration

Kyle Adamonis
Kyle Adamonis, Director Date: 5/2/18
Personnel Administrator
Dept. of Administration

For the Union:

J. Michael Downey 8-2-18
J. Michael Downey, President Date: _____
RI Council 94, AFSCME, AFL-CIO

Lynn Loveday 5/2/18
Lynn Loveday, State Vice President Date: _____
RI Council 94, AFSCME, AFL-CIO

Gerard E. O'Neill
Gerard E. O'Neill, Esq. Date: 5/2/18
Executive Director
RI Council 94, AFSCME, AFL-CIO

EXHIBIT B

ORIGINAL

MEMORANDUM OF AGREEMENT

State of Rhode Island
Department of Administration
And

Department of Behavioral Healthcare, Developmental Disabilities and Hospitals
And

Rhode Island Council 94, AFSCME, AFL-CIO and Local 1350

(BHDDH)
IAPs, MHWs, and CNAs

This Memorandum of Agreement is entered into this 25th day of April, 2018 by and between the State of Rhode Island (hereinafter, "State"), Department of Administration, (hereinafter, "DOA"), Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (hereinafter, "BHDDH") and Rhode Island Council 94, AFSCME, AFL-CIO (hereinafter, "Union"), and Local 1350 (collectively the "Parties").

WHEREAS, DOA is the sole entity authorized to negotiate and enter into collective bargaining agreements between the State of Rhode Island and the Union; and

WHEREAS, BHDDH is a Department of the State bound by the terms of the collective bargaining agreements between the STATE and UNION; and

WHEREAS, during the negotiation process between the parties for the July 1, 2017 - June 30, 2020 Master Agreement, it was agreed that Institutional Attendant (Psychiatric) (hereinafter, "IAP") at BHDDH should be upgraded due to the patient population at BHDDH; and

WHEREAS, during the negotiation process between the parties, it was agreed that there was a need to increase the number of MHWs and add positions to Local 1350; and

WHEREAS, BHDDH has recently presented at public hearing and has received all necessary approvals for a new classification (Psychiatric Technicians) that will be working as a part of the treatment team for psychiatric patients; and

WHEREAS, the parties recognize and are aware that the process to modify job classifications, to include pay grade changes, is subject to the State Merit System Act and a public hearing process.

NOW THEREFORE, in consideration of the mutual promises contained herein and the unique nature of these events, it is hereby agreed:

1. Effective July 1, 2018, all current BHDDH IAP employees shall be upgraded from a paygrade 14 A to a paygrade 15A and shall receive the appropriate pay upgrade. In the event the necessary public hearing and approvals occur after July 1, 2018, it is agreed the state will take any administrative steps necessary so that all existing IAPs shall receive the pay upgrade retroactive to July 1, 2018.
2. All current BHDDH Certified Nursing Assistants (hereinafter, "CNAs") working with psychiatric patients at the Cranston campus shall be reclassified as IAPS. The parties recognize and agree that said employees are substantially performing the duties of the IAP classification. The Parties agree and acknowledge that the aforementioned CNAs would have been reclassified to this classification had they filed classification questionnaires.
3. As of July 1, 2018, said CNAs (reclassified as IAPs) shall be upgraded from a paygrade 13A to a paygrade 15A. If there is a delay in processing the upgrades then said upgrades shall be retroactive to July 1, 2018. This upgrade shall be for all BHDDH CNA positions except employees with a permanent bid to a position on the medical unit, currently located at Regan 5.
4. Effective July 1, 2018, the State shall post twenty-five (25) new full-time Mental Health Worker (MHW) positions. Said positions shall be filled by October 31, 2018, unless the parties mutually agree in writing to extend the time for filling the positions. Said 25 MHW positions shall be filled in accordance with the language in provision 11.4e from July 1, 2013 through June 30, 2017 Master Agreement and shall be filled from the top state seniority bidder as set forth in that provision.
5. The Union will not oppose nor appeal any decision allowing the employment of full-time paygrade 22A Psychiatric Technician positions, which was presented at a Public Hearing on March 22, 2018.
6. All positions referenced in paragraphs 1 -5 shall remain and/or will be Council 94, Local 1350 positions.
7. The Union/Local 1350 will withdraw the following eleven (11) grievances:
 - a. G11253/15
 - b. G11940/17
 - c. G11856/17
 - d. G11366/16

- e. G12088/18
- f. G11941/17
- g. G11761/17
- h. G11935/17
- i. G11295/16
- j. G11242/16
- k. G11830/17

- 8. The parties shall cooperate in the filing of an accretion through consent affidavit and any necessary supporting documentation with the RI State Labor Relations Board to formally accrete the Psychiatric Technician position into the certified bargaining unit of Council 94, Local 1350.
- 9. The parties retain the right to file any grievance or demand for Arbitration or any other proceeding solely for the purposes of enforcing the specific terms herein.
- 10. The parties stipulate and agree that the terms of this AGREEMENT are entered into voluntarily and that none of the parties have been coerced to enter into this Agreement through fraud, duress, misrepresentation, undue influence, or any other means that may affect the voluntariness of the mutual assent upon which this AGREEMENT is based.
- 11. This AGREEMENT does not set precedent as to any other matter or any other employee and shall not be introduced, referred to, or testified about in any proceeding that does not involve or relate to the specific terms of this AGREEMENT and the parties.
- 12. The effective date of this Agreement is that date upon which the final signatures of the parties is affixed hereto.

SIGNATURES ON THE FOLLOWING PAGE

For the State:

For the Union:

Michael DiBiase
Michael DiBiase, Director Date: 4/25/18
Dept. of Administration

Michael Downey 4-25-18
Michael Downey, President Date: 4-25-18
RI Council 94, AFSCME, AFL-CIO

Kyle Adamonis 4/25/18
Kyle Adamonis, Director Date: 4/25/18
Personnel Administrator
Dept. of Administration

Lynn Loveday
Lynn Loveday, State Vice President Date: 4/25/18
RI Council 94, AFSCME, AFL-CIO

Rebecca Boss
Rebecca Boss, Director Date: 4/25/18
Director
BHDDH

Gerard E. O'Neill
Gerard E. O'Neill, Esq. Date: 4/25/18
Executive Director
RI Council 94, AFSCME, AFL-CIO

Edward DeLuca
Edward DeLuca, President Date: 4/25/18
Local 1350
RI Council 94, AFSCME, AFL-CIO

EXHIBIT C

Letters of Understanding

Executive Order (Sexual Harassment)

Letter of Understanding - Sick Leave Bill

Letter of Understanding - Sick Leave Bill

Joint Statement

Employee Rights

Letter of Understanding:

1. Personal Business Leave Time
2. Sick Leave Committee
3. Article 11.4 (EE-1847, EE-1848, and EE-1926)
4. Article 11.4 (EE-1964, 1965, 1859, 2001 and 1809)
5. Article 11.4 (EE-1778 and 2060)
6. Incentive Training Program Committee
7. Article 22 Bulletin Boards
8. Articles 9.3 and 9.5, Holidays
9. Article 7, Section 1, Shift Differential
10. Consecutive Shifts
11. Mini Contracts

Memorandum of Agreement - Parking

Memorandum of Agreement - Pay Equity

Memorandum of Agreement - Emergency/Temporary Employees

Memorandum of Agreement - Training School and Group Homes

Memorandum of Agreement - Layoffs/Shut Downs or Pay Reductions

Memorandum of Agreement - Implementation of Study Contemplated By Segal Report

**EXECUTIVE ORDER NO.
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 Commission under the jurisdiction of the Governor shall be responsible for:
 - A. disseminating to each person in their 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, Governor

**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.

8.6 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.

8.7 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 they feel the denial improper.

8.8 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 their 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 their 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.

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 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. August 27, 1980

JOINT STATEMENT

Attached to this Joint Statement is a copy of a comment supplied by the Board of Arbitration (Albert J. Hoban, Chairman) regarding the subject of "Employee Rights."

The parties reaffirm their recognition of the rights guaranteed to employees under the constitution and laws of the United States and the State of Rhode Island in the same manner as has been previously acknowledged outside of the terms and conditions of any collective bargaining agreement.

Neither this Joint Statement nor the attached comments of the Board of Arbitration may be considered as part of the Master Agreement and nothing contained in either this Joint Statement or the said attached comment is subject to any grievance or arbitration procedure under said Master Agreement.

EMPLOYEE RIGHTS

An employee shall suffer no impairment of freedom of speech concerning the operations of this State. Active discussion of State operations shall be encouraged and protected within this master contract.

An employee shall have the right to talk to their Union representative free from employer domination.

An employee accused of any violation of this contract shall have a right to a fair trial with strict adherence to due process. The accused employee shall be considered innocent until proven guilty.

All employees covered by this agreement shall have the right to be free from any coercion, harassment, or discrimination by supervisors or their superiors.

LETTER OF UNDERSTANDING

1. During the negotiation process between the State of Rhode Island and Council 94, AFSCME - AFL-CIO, it was agreed that regarding personal business leave time:

Where the State has previously approved four personal business leave days, for employees in unusual work week schedules that exceed the thirty-two hours for personal business leave as provided in the Personal Business Leave Article, that practice will continue provided:

- a. The total personal leave time will not exceed thirty hours per fiscal year and,
- b. The practice will not establish a precedent for any amount of personal leave time other than that provided in Article 41 (Personal Business Leave).
- c. The parties agree to meet and resolve the issue of the fourth personal leave day for irregular work schedule.

2. Within ten days of the signing of the Master Agreement, a committee will be formed consisting of three members of the State and three members of the Union. Each party will submit the names of the representatives at the date of the signing of this agreement and a meeting can be called by two members of this committee not later than ten days after the signing of the Master Agreement.

The committee will study the proposal concerning the sick leave provision on Article 13.3 as proposed by the Union and upon a majority decision of the full committee, the State agrees to implement the committee recommendations including the recommendations of the committee as to the time of implementation except, however, that this committee will also study Article 13.5 of the present contract and will have as its first priority the establishment of a uniform policy in carrying out the provisions of Article 13.5 of the existing contract. That within

ninety days of the formation of the committee, a decision by the majority of the full committee shall be implemented by the Director of Administration. Said implementation shall be made within thirty days of the receipt of the recommendations.

3. During the negotiations between the State of Rhode Island and Council 94, AFSCME, on the master contract, it was mutually understood and agreed to by both parties that the subject of considering bargaining units, EE numbers, 1847, 1848 and 1926 be considered as one bargaining unit for the purpose of carrying out the provision of Article 11.4. The language pertaining to this issue will be inserted in the mini-contract. The language will be as mutually agreed upon.

When a position becomes vacant in one of the following EE numbers, 1847, 1848, and 1926, the employees in that EE number shall have first preference for the vacant position, according to the provisions of Article 11.4. If there are no applicants from the priority EE number, then the employees from the other designated EE numbers may apply for the vacant position according to the provisions of Article 11.4. These positions may be posted simultaneously in designated EE number groups.

4. It is hereby agreed to by the parties that for the purpose of carrying out the provisions of Article 11.4 of the master contract, the bargaining units, EE numbers 1964, 1965, 1859, 2001 and 1809 shall be considered one bargaining unit.

5. It is hereby agreed to by the parties that for the purpose of carrying out the provisions of Article 11.4 of the master contract the bargaining units, EE numbers 1778 and 2060 shall be considered one bargaining unit.

6. Within ninety days of the signing of this agreement, a committee will be formed consisting of three members of the State and three members of the Union to study an incentive

training program, inequities within the present program and inequities in the program among all State employees and all other facets necessary to make recommendations, including the time limits appropriate for said implementation. Provided, however, the committee complete its report within six months of the date of the first meeting.

The committee recommendations will be submitted to the Director of Administration. The Director of Administration shall decide within sixty days of the receipt of the report as to whether the State will implement or not implement said recommendations.

7. During the negotiation process between the State of Rhode Island and Council 94, AFSCME, AFL-CIO, it was agreed that regarding Article 22, Bulletin Boards that materials concerning Union outings, social and educational functions are proper subjects for posting on Union bulletin boards.

8. During the negotiations between the State of Rhode Island and Council 94, AFSCME, it is hereby mutually understood and agreed upon by the parties that Article 9.3 and 9.5 will become effective January 1, 1981 and that anyone enjoying benefits greater than those spelled out in the Article and sections at the time of the signing of the agreement and continuing up to the effective date of the implementation shall not be deprived of those benefits by the new language in this contract.

9. During the negotiations between the State of Rhode Island and Council 94, AFSCME, it was mutually understood and agreed to that Article 7.1 of the existing contract containing the language "The night tour of duty shall mean hours worked between the hours of 11 p.m. and 8 am" shall not pertain to those employees who begin work on their shift at 7 a.m..

10. During the negotiations between the State of Rhode Island and Council 94, AFSCME, on the master contract, it was mutually understood and agreed to by both parties that

the subject of allowing time or money for those employees who work consecutive shifts in certain bargaining units will be proper items for negotiations in a mini-contract.

11. Mini contracts or Special Local Addendum Agreements shall be utilized to negotiate and resolve the following:

- Comp-time for non-standard employees and the impact of FLSA on same.
- RIC student help issue.
- VDT relief periods and protection by job assignments for pregnant employees.
- Local 1350 de-institutionalization agreement with approval by the Local Union and the Department Director.
- DOE/School Lunch agreement on job protection for employees affected by sub-contracting and privatization.
- Light duty assignments.
- Flex Time - refer to Article 44.8

MEMORANDUM OF UNDERSTANDING PARKING

For clarification purposes only, the State has a unilateral right to create incentive programs to encourage employees to not drive to work and park. When and if the State determines to implement such incentives, it will meet and confer with Council 94 prior to such implementation.

**MEMORANDUM OF AGREEMENT
PAY EQUITY**

Council 94 proposed addressing the issue of Pay Equity for female dominated classifications represented by the Union. Negotiations relating to Pay Equity on Council 94 classifications will be deferred and continued after the signing of the Agreement. The parties agree that the issue of Pay Equity for female dominated classifications shall be left open and will be negotiated by the parties after the signing of the Agreement, with reopener negotiations for each year of the Agreement. The parties agree still further that Pay Equity upgrades shall be separate from, and in addition to, any wage increases which employees might otherwise receive by any collective bargaining agreement now or hereafter in effect. No employee or classification shall be adversely affected by said implementation of pay equity.

S/STATE OF RHODE ISLAND \

S/COUNCIL 94

**MEMORANDUM OF AGREEMENT
EMERGENCY/TEMPORARY EMPLOYEES**

The parties shall provide a letter on the use of emergency appointments and the use of temporary help. In the event the Union notifies the State of any concern on the use of same, the State will take appropriate action. Details will be developed by Letter of Understanding by the parties.

S/STATE OF RHODE ISLAND \

S/COUNCIL 94

MEMORANDUM OF AGREEMENT

With regard to the implementation of 17.5 at the Training School and the Group Homes, as to 24/7 operations, the State and the Union shall meet and discuss for the purposes of establishing an equitable procedure. This may include a one-time reposting of limited positions. In the event the postings take place, the results shall not be subject to grievance or arbitration.

MEMORANDUM OF AGREEMENT LAYOFFS/SHUTDOWNS OR PAY REDUCTIONS

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

**MEMORANDUM OF AGREEMENT
IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT**

This Memorandum of Agreement is entered into by and between the State of Rhode Island (the “State”) and Rhode Island Council 94, AFSCME, AFL-CIO (the “Union”) (collectively the “Parties”).

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

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

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

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

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

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

1. Mid-Term Discussions/Bargaining

Provided the report is completed by June 30, 2015, the Parties agree that they will meet and confer over the recommendations in the Report. Statutory impasse procedures of RIGL 36-11 shall not apply to the Parties’ agreement to meet and confer. By entering into this MOA,

neither party waives any rights it has. In no event will the implementation of recommended changes result in the decrease in an employee's base wages.

2. Mutual Cooperation

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

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

EXHIBIT D
NON-STANDARD/NON-EXEMPT

Class Code	Class Title	Pay Grade	NS/NE
08000000	ADMIN ASST III	00006 A	Non-Standard (Non-exempt)
08000000	ANIMAL TECHNICIAN	00003 A	Non-Standard (Non-exempt)
02506000	ASSET PROTECTION OFFICER	00324 A	Non-Standard (Non-exempt)
02591600	ASST ADM OFF	00321 A	Non-Standard (Non-exempt)
02594600	ASST BUS MGT OFF	00319 A	Non-Standard (Non-exempt)
02594200	BUSINESS MANAGEMENT OFFICER	00B26 A	Non-Standard (Non-exempt)
02671200	BUYER II (DOA/OP)	00327 A	Non-Standard (Non-exempt)
02326500	CHF TRANSPRTN & GROUNDS (RIMC)	00321 A	Non-Standard (Non-exempt)
02314500	CHIEF POWER PLANT OPERATOR	00325 A	Non-Standard (Non-exempt)
02798300	COMMUNITY PROG LIAISON WORKER	00319 A	Non-Standard (Non-exempt)
02434400	CUSTOMER SERVICE SPECIALIST II	00319 A	Non-Standard (Non-exempt)
02434500	CUSTOMER SERVICE SPECIALISTIII	00323 A	Non-Standard (Non-exempt)
02536400	EDUCATION UNIT REPRESENTATIVE	00326 A	Non-Standard (Non-exempt)
02146800	FOOD SERVICE ADMINISTRATOR	00322 A	Non-Standard (Non-exempt)
02709600	HEALTH PROMOTION COORDINATOR	00329 A	Non-Standard (Non-exempt)
02708600	HUMAN SERVICES PROGRAM PLANNER	00327 A	Non-Standard (Non-exempt)
08000000	INFORMATION TECHNOLOGIST	00010 A	Non-Standard (Non-exempt)
02702101	JR ELEC COMPUTER PROGRAMMER	00320 A	Non-Standard (Non-exempt)
08000000	MAR RES ASST.II	00003 A	Non-Standard (Non-exempt)
08000000	NETWORK TECHNICIAN II	00010 A	Non-Standard (Non-exempt)
08000000	NETWORK TECHNICIAN III	00012 A	Non-Standard (Non-exempt)
02793800	PRIN PROGRAMMER/ANALYST (OIP)	00331 A	Non-Standard (Non-exempt)
02698400	PRIN RATE ANALYST(COMM BSE SR)	00B28 A	Non-Standard (Non-exempt)
02708200	PROGRAM PLANNER	00325 A	Non-Standard (Non-exempt)
08000000	RESEARCH ASSISTANT I	00001 A	Non-Standard (Non-exempt)
08000000	RESEARCH ASSISTANT II	00003 A	Non-Standard (Non-exempt)
08000000	RESEARCH ASSISTANT III	00005 A	Non-Standard (Non-exempt)
02151400	SENIOR BEHAVIOR SPECIALIST	00320 A	Non-Standard (Non-exempt)
08000000	SENIOR INFORMATION TECHNOLGST	00012 A	Non-Standard (Non-exempt)
02824400	SR CASE WORK SUPERVISOR	00B30 A	Non-Standard (Non-exempt)
02960300	SR CMMTY DVLPMNT TRAIN SPCLST	00326 A	Non-Standard (Non-exempt)
02145700	SR FOOD SERVICE ADMINISTRATOR	00326 A	Non-Standard (Non-exempt)
02705300	SR SYSTEMS ANALYST	00B26 A	Non-Standard (Non-exempt)
02700500	ST AID & FIN SPCLST MUNPL AFFA	00332 A	Non-Standard (Non-exempt)
02802600	SUPERV ACTIVITIES THERAPIST	00324 A	Non-Standard (Non-exempt)
02641100	SUPV OF BILLINGS & ACCTS RECEV	00327 A	Non-Standard (Non-exempt)
08000000	TECH DIG'L INITIATVS/UNIV LIB	00007 A	Non-Standard (Non-exempt)
08000000	TECH ENV'L MGMT CONTROL SYS	00010 A	Non-Standard (Non-exempt)

08000000	TECHNICIAN I	00007 A	Non-Standard (Non-exempt)
08000000	TECHNICIAN II	00009 A	Non-Standard (Non-exempt)
08000000	TECHNICIAN III	00011 A	Non-Standard (Non-exempt)
02730400	TRAINING SUPERVISOR	00326 A	Non-Standard (Non-exempt)
08000000	UNIVERSITY POLICE CORPORAL	00011 A	Non-Standard (Non-exempt)
08000000	UNIVERSITY POLICE LIEUTENANT	00012 A	Non-Standard (Non-exempt)
08000000	UNIVERSITY POLICE OFFICER I	00007 A	Non-Standard (Non-exempt)
08000000	UNIVERSITY POLICE OFFICER II	00010 A	Non-Standard (Non-exempt)
08000000	UNIVERSITY POLICE SERGEANT	00011 A	Non-Standard (Non-exempt)

EXHIBIT E

NON-COMPETITIVE POSITIONS

CLASS CODE	CLASS TITLE
02117200	RECREATION LEADER
02117400	RECREATION LEADER (ACI)
02122200	BARBER
02124200	AUTOMOBILE DRIVER
02125200	HAIRDRESSER
02126200	SCHOOL BUS DRIVER
02136200	LAUNDRY WORKER
02136300	SENIOR LAUNDRY WORKER
02141100	COOK'S HELPER
02146100	COMMUNITY NUTRITION ASSISTANT
02146200	FOOD SERVICE AIDE
02151500	RESPIRATORY THERAPIST
02151600	SUPERVISING RESPIRATORY THERAPIST
02151700	SENIOR RESPIRATORY THERAPIST
02152100	INSTITUTION ATTENDANT (VETERANS HOME)
02152300	SENIOR INSTITUTION ATTENDANT
02152600	CERTIFIED NURSING ASSISTANT
02153200	COMMUNITY LIVING AIDE
02153201	INSTITUTION ATTENDANT (PSYCHIATRIC)
02154200	LICENSED PRACTICAL NURSE
02154300	COMMUNITY DIETARY AIDE
02154400	COMMUNITY HOUSEKEEPING AIDE
02156200	MENTAL HEALTH WORKER
02160100	PUBLIC SERVICE ASSISTANT
02162200	JANITOR
02163200	CLEANER
02163300	SENIOR CLEANER
02163400	HOUSEKEEPER
02163500	HOUSEKEEPER (DONOVAN DINING CENTER)
02164200	WATCHPERSON
02165200	CLEANER (PUBLIC BUILDINGS)
02165500	EMERGENCY FUEL PROGRAM SPECIALIST
02167200	GROUNDSKEEPER
02173200	LABORER
02181200	CORRECTIONAL OFFICER-HOSPITAL
02181300	CORRECTIONAL OFFICER (HOSPITAL SUPERVISOR)
02181400	CORRECTIONAL OFFICER HOSPITAL II
02183800	EXECUTIVE DIRECTOR FIRE SAFETY CODE OF APPEAL & REVIEW
02184200	CORRECTIONAL OFFICER
02185400	UNIVERSITY POLICE CAPTAIN

02185600	FIRE/BURGLAR ALARM TECHNICIAN (URI)
02186400	CAMPUS POLICE OFFICER
02186401	CAMPUS POLICE OFFICER (RHODE ISLAND COLLEGE)
02186402	CAMPUS POLICE SERGEANT (RHODE ISLAND COLLEGE)
02186601	CAMPUS POLICE LIEUTENANT (RHODE ISLAND COLLEGE)
02187200	CAPITOL POLICE OFFICER
02187700	CHIEF, CAPITOL POLICE
02203800	SUPERVISING METROLOGIST
02205400	SENIOR ENERGY CONSERVATION TECHNICIAN
02214200	ARBORIST
02217200	FOREST TECHNICIAN I
02217300	SENIOR FOREST RANGER
02217400	PRINCIPAL FOREST RANGER
02222200	ENVIRONMENTAL POLICE OFFICER 1 (DEM)
02222500	DEPUTY CHIEF, DIVISION OF ENFORCEMENT (DEM)
02222700	ENVIRONMENTAL POLICE OFFICER (DETECTIVE)(DEM)
02230200	LANDSCAPE MAINTENANCE TECHNICIAN
02232203	HIGHWAY FIELD OPERATIONS SUPERVISOR (LANDSCAPE)
02232304	HGWY MAINTENANCE FIELD OPERATIONS SUPT. (LANDSCAPE)
02232306	HIGHWAY MAINTENANCE LANDSCAPE TECHNICIAN
02233200	MOTOR EQUIPMENT OPERATOR
02233300	MOTOR EQUIPMENT OPERATOR (ACI)
02234200	SEMI-SKILLED LABORER
02234400	HIGHWAY MAINTENANCE OPERATOR I
02234500	HIGHWAY MAINTENANCE OPERATOR II
02234501	HIGHWAY MAINTENANCE OPERATOR III
02234600	HIGHWAY MAINTENANCE TECHNICIAN (DOT)
02234700	HIGHWAY MAINTENANCE TRAFFIC ELECTRICIAN
02234800	SUPERVISING HIGHWAY MAINTENANCE TRAFFIC ELECTRICIAN
02238300	HEAVY MOTOR EQUIPMENT MECHANIC/OPERATOR
02238400	SUPERVISING HEAVY MOTOR EQUIPMENT MECHANIC/OPERATOR
02239300	HEAVY MOTOR EQUIPMENT OPERATOR
02239500	DIESEL HEAVY EQUIPMENT MECHANIC (DOT)
02253100	BOMB TECHNICIAN III
02253200	BOMB TECHNICIAN 11
02253600	FIRE SAFETY INSPECTOR II
02253700	FIRE SAFETY INSPECTOR 111
02253800	FIRE SAFETY INSPECTOR IV
02253803	PIPELINE SAFETY INSPECTOR III
02253900	FIRE INVESTIGATOR III
02256600	FIELD TECHNICIAN (EMERGENCY MEDICAL SERVICES)
02265400	ENVIRONMENTAL POLICE OFFICER (CAPTAIN) (DEM)
02267200	AGRICULTURAL MARKETING SPECIALIST (DEM)
02267300	SUPERVISOR OF AGRICULTURAL PRODUCTS INSPECTION
02268200	BEAUTY SHOP INSPECTOR
02268500	CHIEF FIELD INSPECTOR (BOARD OF HAIRDRESSING)

02275200	PHARMACY INSPECTOR
02296500	WWTF OPERATOR II
02296600	WATER TREATMENT PLANT OPERATOR
02297200	CEMETERY SPECIALIST
02297400	SENIOR CEMETERY SPECIALIST
02310600	WWTF PROCESS MONITOR I
02310700	WWTF PROCESS MONITOR II
02313200	FIREPERSON
02318300	REFRIGERATION MECHANIC (LICENSED)
02318400	HVAC SHOP SUPERVISOR
02323200	AUTOMOTIVE MECHANIC
02325300	MARINE FACILITIES OPERATIONS MANAGER (DEM)
02331200	PAINTER
02333200	MASON
02334200	ELECTRICAL INSPECTOR (TRANSPORTATION)
02334400	SUPERVISING ELECTRICAL INSPECTOR (DOT)
02334600	CHIEF OF ELECTRICAL AND TRAFFIC CONSTRUCTION PROJECTS
02334700	MECHANICAL AND ELECTRICAL SHOP SUPERVISOR
02335100	ELECTRICIAN (CORRECTIONS)
02335200	ELECTRICIAN
02335300	ELECTRICIAN SUPERVISOR
02335400	ELECTRICIAN SUPERVISOR (CORRECTIONS)
02336100	CARPENTER (CORRECTIONS)
02336200	CARPENTER
02336600	WWCS CARPENTER
02339600	COMMUNITY MAINTENANCE TECHNICIAN - ENVIRONMENTAL SERVS
02340200	GLAZIER
02341200	SHEET METAL WORKER
02342200	PLUMBER
02342300	PLUMBER SUPERVISOR
02342400	PLUMBER (CORRECTIONS)
02342800	PLUMBER/WATER TREATMENT OPERATOR
02342900	PLUMBER SUPERVISOR/WATER TREATMENT OPERATOR
02343100	STEAMFITTER (ACI)
02343200	STEAMFITTER
02343300	LICENSED STEAMFITTER
02343500	STEAMFITTER SUPERVISOR
02351200	GARMENT WORKER
02364200	BRIDGE MAINTENANCE WORKER (DOT)
02373200	RESEARCH VESSEL FIRST MATE (ASSOCIATE CAPTAIN) (DEM)
02373300	RESEARCH VESSEL CAPTAIN (DEM)
02380200	INSPECTOR BREATH ANALYSIS
02381500	CHIEF ELECTRICAL INVESTIGATOR (BD. OF EXAM. OF ELECT.)
02381600	CHIEF PLUMBING INVESTIGATOR (BD OF PLUMBING EXAMINERS)
02381700	CHIEF MECHANICAL INVESTIGATOR (BOARD OF MECHANICAL EXAM
02412200	CLERK

02412600	CLERICAL WARD AIDE (SUBSTANCE ABUSE)
02418200	BOOKSTORE CLERK
02426200	CLERK-TYPIST
02427200	TELEPHONE OPERATOR
02428200	OFFSET PRESSPERSON
02431200	STORES CLERK
02457400	MEDICAL ASSISTANT
02465600	MEDICAL RECORDS CODER/ABTRACTOR
02503700	MEDICAL RECORDS ADMINISTRATOR
02513800	DEPUTY CHIEF, DIVISION OF PLANNING AND DEVELOPMENT (DEM)
02517600	ASSISTANT DIRECTOR FOR AIR, WASTE & COMPLIANCE (DEM)
02518500	ASSISTANT DIRECTOR OF ENVIRONMENTAL PROTECTION (DEM)
02520200	CHIEF OFFICE OF ENFORCEMENT AND INSPECTIONS (DOA)
02521700	HEARING OFFICER CONTRACTORS' REGISTRATION BOARD
02528901	ASSOC PUBLIC UTIL ADMIN FOR ENG AND PIPELINE SAFETY
02529200	SUPERVISOR BREATH ANALYSIS
02529500	CHIEF COMPLIANCE AND REGULATORY SECTION (PHARMACY)
02546900	FLEET MAINTENANCE SUPERINTENDENT (DOT)
02560300	JUVENILE PROGRAM WORKER
02561200	CORRECTIONAL OFFICER-STEWARD
02574400	ADMINISTRATOR, RHODE ISLAND VETERANS HOME
02574500	CHIEF, VETERANS' AFFAIRS
02590500	CHILD SUPPORT ADMINISTRATIVE OFFICER
02621500	CHIEF INSURANCE EXAMINER
02623700	FINANCIAL SERVICES LICENSING COORDINATOR (DBR)
02641800	CHIEF AUDIT OFFICER (DOA)
02642103	SENIOR FRAUD INTERNAL AUDITOR II (DOA)
02642104	SENIOR INTERNAL AUDITOR II (DOA)
02674300	ADMINISTRATOR OF PURCHASING SYSTEMS
02701500	REAL ESTATE APPRAISER I
02701600	REAL ESTATE APPRAISER II
02701700	REAL ESTATE APPRAISER III
02708104	EMERGENCY MANAGEMENT PLANNING BRANCH CHIEF
02709300	WEATHERIZATION TECHNICAL MONITOR
02714901	EMERGENCY MANAGEMENT PREPAREDNESS BRANCH CHIEF
02715300	SENIOR TELECOMMUNICATIONS AND WARNING OFFICER (EMA)
02715301	EMERGENCY MANAGEMENT COMMUNICATIONS TECHNICIAN
02717500	EMERGENCY MANAGEMENT COMMUNICATIONS SUPERVISOR
02717700	STATE RADIOLOGICAL DEFENSE OFFICER (EMA)
02720200	MEDICAL EXAMINER'S AGENT
02721501	CLINICAL LABORATORY SCIENTIST (GENERAL)
02721502	CLINICAL LABORATORY SCIENTIST (PUB HEALTH CHEMISTRY)
02721503	CLINICAL LABORATORY SCIENTIST (PUBLIC HLTH MICROBIOLOGY)
02721601	SENIOR CLINICAL LABORATORY SCIENTIST (GENERAL)
02721602	SENIOR CLINICAL LABORATORY SCIENTIST (PUBLIC HLTH MICR)
02721603	SENIOR CLINICAL LABORATORY SCIENTIST (PUBLIC HLTH CHEM)

02721701 PRINCIPAL CLINICAL LABORATORY SCIENTIST (GENERAL)
 02721702 PRINCIPAL CLINICAL LABORATORY SCIENTIST (PUB HLTH MICR)
 02721703 PRINCIPAL CLINICAL LABORATORY SCIENTIST (PUB HLTH CHEM)
 02721801 SUPERVISING CLINICAL LABORATORY SCIENTIST (GENERAL)
 02721802 SUPERVISING CLINICAL LABORATORY SCIENTIST (PB HLTH MIC)
 02721803 SUPERVISING CLINICAL LABORATORY SCIENTIST (PB HLTH CHM)
 02721901 CHIEF CLINICAL LABORATORY SCIENTIST (GENERAL)
 02721902 CHIEF CLINICAL LABORATORY SCIENTIST (PUBL. HLTH. MICR.)
 02723200 LABORATORY AND MORGUE AIDE
 02724600 CLINICAL LABORATORY TECHNICIAN
 02725300 LABORATORY AIDE
 02734700 TRAINING COORDINATOR (EMERGENCY MEDICAL SERVICES)
 02745200 GARDENER
 02746700 FOREST FIRE PROGRAM MANAGER (DEM)
 02751100 SENIOR WORKPLACE FRAUD INVESTIGATOR (DLT)
 02754302 INDUSTRIAL SAFETY TECHNICIAN (ELEVATOR INSPECTION)
 02754400 CHIEF ELEVATOR INSPECTOR
 02754500 CHIEF BOILER AND PRESSURE VESSEL INSPECTOR
 02759601 STATE BUILDING CODE OFFICIAL (ACCESSIBILITY)
 02759602 STATE BUILDING CODE OFFICIAL (BUILDING)
 02759603 STATE BUILDING CODE OFFICIAL (ELECTRICAL)
 02759604 STATE BUILDING CODE OFFICIAL (MECHANICAL)
 02759605 STATE BUILDING CODE OFFICIAL (PLUMBING)
 02759701 SENIOR STATE BUILDING CODE OFFICIAL (BUILDING)
 02759702 SENIOR STATE BUILDING CODE OFFICIAL (PLUMBING)
 02759703 SENIOR STATE BUILDING CODE OFFICIAL (ELECTRICAL)
 02759704 SENIOR STATE BUILDING CODE OFFICIAL (MECHANICAL)
 02759705 SENIOR STATE BUILDING CODE OFFICIAL (ACCESSIBILITY)
 02759801 PRINCIPAL STATE BUILDING CODE OFFICIAL (BUILDING)
 02759802 PRINCIPAL STATE BUILDING CODE OFFICIAL (PLUMBING)
 02759803 PRINCIPAL STATE BUILDING CODE OFFICIAL (ELECTRICAL)
 02759805 PRINCIPAL STATE BUILDING CODE OFFICIAL (ACCESSIBILITY)
 02763600 DIRECTOR OF FIRE TRAINING
 02770803 ENGINEERING TECHNICIAN III (SURVEYOR-IN-TRAINING)
 02772400 MANAGER, CONSTRUCTION MANAGEMENT (DOT)
 02773000 ADMINISTRATOR, OFFICE OF STORMWATER MANAGEMENT (DOT)
 02773400 STATE TRAFFIC SAFETY ENGINEER
 02773500 STATE UTILITIES ENGINEERING COORDINATOR (DOT)
 02773600 STATE UTILITIES ENGINEERING SPECIALIST (DOT)
 02774400 SURVEY PARTY CHIEF
 02774700 PROFESSIONAL LAND SURVEYOR
 02776500 PUBLIC UTILITIES ENGINEERING SPECIALIST II
 02776501 PUBLIC UTILITIES ENGINEERING SPECIALIST III
 02777200 COPYING MACHINE OPERATOR
 02781200 PHARMACIST
 02781400 SUPERVISOR OF PHARMACY SERVICES

02781500	CHIEF OF PHARMACY AND RELATED SERVICES
02782200	X-RAY TECHNOLOGIST
02782300	SENIOR X-RAY TECHNOLOGIST
02782400	SENIOR X-RAY TECHNICIAN CORRECTIONS
02788100	DENTAL ASSISTANT (CORRECTIONS)
02790300	AUDIOLOGIST
02790500	SPEECH PATHOLOGIST
02790600	CHIEF SPEECH PATHOLOGIST
02801100	THERAPY AIDE
02801101	PHYSICAL THERAPY ASSISTANT
02801600	PHYSICAL THERAPIST HABILITATIVE & REHABILITATIVE
02802100	CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (COTA)
02802300	REGISTERED OCCUPATIONAL THERAPIST
02802400	SUPERVISING REGISTERED OCCUPATIONAL THERAPIST
02834200	VISION, REHABILITATION. ORIENTATION AND MOBILITY SPEC.
02848800	CLINICAL DIRECTOR, PSYCHOLOGIST
02881400	CHIEF NURSING OFFICER (ELEANOR SLATER HOSPITAL)
02881500	WORKERS' COMPENSATION PATIENT CARE COORDINATOR
02881600	EXECUTIVE NURSE (RI VETERANS HOME)
02881700	ASSISTANT ADMINISTRATOR, REHABILITATION UNIT
02882200	REGISTERED NURSE A
02882300	SUPERVISING REGISTERED NURSE A
02882400	INFECTION CONTROL NURSE
02882500	SUPERVISING INFECTION CONTROL NURSE
02882600	ASSISTANT DIRECTOR OF NURSING SERVICES
02882900	ASSISTANT MEDICAL DIRECTOR (DOC)
02883200	REGISTERED NURSE B
02883300	SUPERVISING REGISTERED NURSE B
02884200	NURSING INSTRUCTOR
02884300	NURSING INSTRUCTOR SUPERVISOR
02884400	MANAGER OF NURSING SERVICES
02884500	ASSOCIATE CHIEF NURSE (BHDDH)
02885300	PHYSICIAN EXTENDER
02885400	PHYSICIAN EXTENDER (CORRECTIONS)
02887300	CLINICAL NURSE SPECIALIST
02887400	CLINICAL PSYCHIATRIC NURSE SPECIALIST (URI)
02888300	STATE DIRECTOR OF NURSING REGISTRATION & NURSING EDUC
02891200	COMMUNITY HEALTH NURSE COORDINATOR
02891600	CONSULTANT PUBLIC HEALTH NURSE
02892200	NURSING CARE EVALUATOR
02892300	SENIOR NURSING CARE EVALUATOR
02892400	PRINCIPAL NURSING CARE EVALUATOR
02900200	ENVIRONMENTAL ENGINEER I
02900300	ENVIRONMENTAL ENGINEER II
02900400	ENVIRONMENTAL ENGINEER III
02900500	ENVIRONMENTAL ENGINEER IV

02910500	ASSISTANT MEDICAL EXAMINER FORENSIC PATHOLOGIST
02910600	ASSISTANT MEDICAL EXAMINER
02910700	DEPUTY CHIEF MEDICAL EXAMINER
02912400	PSYCHIATRIST IV
02912401	PSYCHIATRIST (BHDDH)
02913301	PHYSICIAN I (GENERAL)
02916400	PUBLIC HEALTH VETERINARIAN
02916401	STATE VETERINARIAN (DEM)
02918500	CHIEF OF DENTAL SERVICES
02919400	CLINICAL DENTAL SERVICES COORDINATOR
02919500	CHIEF DIVISION OF ORAL HEALTH
02922501	PHYSICIAN II (GENERAL)
02922506	PHYSICIAN (GENERAL) (BHDDH)
02923200	PHYSICIAN ADMINISTRATOR {GENERAL} (BHDDH)
02923202	PHYSICIAN ADMINISTRATOR (GERIATRIC)
02923203	PHYSICIAN ADMINISTRATOR (GENERAL)
02923207	PHYSICIAN ADMINISTRATOR (PSYCHIATRIC) (BHDDH)
02923208	PHYSICIAN ADMINISTRATOR (GERIATRIC) (BHDDH)
02923301	RADIOLOGIST (BHDDH)
02941400	DIRECTOR OF MEDICAL SERVICES (BHDDH)
02941500	MEDICAL PROGRAM DIRECTOR
02941600	ASSISTANT MEDICAL PROGRAM DIRECTOR
02941601	ASSISTANT MEDICAL PROGRAM DIRECTOR (BHDDH)
02941700	MEDICAL PROGRAM DIRECTOR (CORRECTIONS)
02941800	CHIEF MEDICAL OFFICER (BHDDH/ELEANOR SLATER HOSPITAL)
02941900	CHIEF MEDICAL OFFICER (DCYF)
02942501	CHIEF OF PSYCHIATRIC SERVICES (BHDDH)
02944100	SENIOR PUBLIC HEALTH PHYSICIAN
02944700	ASSISTANT MEDICAL DIRECTOR (DOH)
02944800	MEDICAL DIRECTOR, FAMILY HEALTH
02946500	MEDICAL DIRECTOR, DISEASE CONTROL
02961800	MANAGING ENGINEER (DOT)
02968100	CIVIL ENGINEER
02968301	SENIOR CIVIL ENGINEER (CONSTRUCTION & MAINTENANCE)
02968302	SENIOR CIVIL ENGINEER (DESIGN)
02968303	SENIOR CIVIL ENGINEER (MATERIALS)
02968305	SENIOR CIVIL ENGINEER (TRANSPORTATION PLANNING)
02968306	SENIOR CIVIL ENGINEER (COASTAL RESOURCES)
02968402	PRINCIPAL CIVIL ENGINEER (CONSTRUCTION & MAINTENANCE)
02968403	PRINCIPAL CIVIL ENGINEER (DESIGN)
02968404	PRINCIPAL CIVIL ENGINEER (MATERIALS)
02968406	PRINCIPAL CIVIL ENGINEER (NATURAL RESOURCES)
02968500	PRINCIPAL OCEAN ENGINEER
02968501	SUPERVISING CIVIL ENGINEER (BRIDGE DESIGN)
02968502	SUPERVISING CIVIL ENGINEER (MATERIALS)

02968503	SUPERVISING CIVIL ENGINEER (CONSTRUCTION & MAINTENANCE)
02968504	SUPERVISING CIVIL ENGINEER (ROAD DESIGN)
02968506	SUPERVISING CIVIL ENGINEER (TRAFFIC DESIGN)
02968507	SUPERVISING CIVIL ENGINEER (WATER RESOURCES)
02968508	SUPERVISING CIVIL ENGINEER (ELECTRICAL)
02968509	SUPERVISING CIVIL ENGINEER (MECHANICAL)
02968510	SUPERVISING CIVIL ENGINEER (NATURAL RESOURCES)
02968511	SUPERVISING CIVIL ENGINEER (MECH,ELEC,STRUC,RIDE SAF)
02968512	STATE BRIDGE ENGINEER
02968901	CHIEF CIVIL ENGINEER (BRIDGE DESIGN)
02968902	CHIEF CIVIL ENGINEER (CONSTRUCTION & MAINTENANCE)
02968903	CHIEF CIVIL ENGINEER (MATERIALS)
02968904	CHIEF CIVIL ENGINEER (ROAD DESIGN)
02968905	CHIEF CIVIL ENGINEER (TRANSPORTATION PLANNING)
02968906	CHIEF CIVIL ENGINEER (TRAFFIC DESIGN)
02969200	MANAGER, IN-HOUSE DESIGN ENGINEERING (DOT)
02969600	DEPUTY CHIEF ENGINEER (DOT)
02969800	CHIEF ENGINEER FOR INFRASTRUCTURE
02969900	MANAGER, MATERIALS AND QUALITY ASSURANCE (DOT)
02970300	SUPERVISING LANDSCAPE ARCHITECT
02975800	STATE HIGHWAY MAINTENANCE OPERATIONS ENGINEER
02987500	CHIEF DIVISION OF DRINKING WATER QUALITY
02989800	DEPUTY BUILDING CODE COMMISSIONER
02989900	STATE BUILDING CODE COMMISSIONER
02990600	INVESTIGATIVE ATTORNEY WORKERS COMPENS FRAUD PREV UNIT
02990700	ASSISTANT DIRECTOR (DHS) FOR LEGAL SERVICES
02990900	ASSISTANT DIRECTOR AND CHIEF LEGAL COUNSEL (DEM)
02991000	ADMINISTRATOR OF ADJUDICATION
02991200	DEPUTY CHIEF OF LEGAL SERVICES
02991300	LEGAL COUNSEL
02991500	CHIEF LEGAL OFFICER (TAXATION)
02991700	CHIEF OF LEGAL SERVICES
02991900	ADMINISTRATIVE AND LEGAL SUPPORT SERVICES ADMINISTRATOR
02992100	SENIOR LEGAL COUNSEL
02992800	ASSISTANT DIRECTOR OF HEALTH (LEGAL SERVICES)
02993200	ARCHITECT
02993300	ARCHITECT BUILDING COMMISSION
02993500	LEGAL COUNSEL (BHDDH)
02993800	CHIEF LEGAL COUNSEL- STATE LABOR RELATIONS
02993900	CHF LEGAL COUNSEL- LITIGATION (DEPT OF ADMINISTRATION)
02997300	SENIOR REACTOR FACILITY ENGINEER

EXHIBIT F

SALARY SCHEDULES

SCHEDULE 300

Classified Annual Salaries
Effective June 21, 2020

301	69021	71479	73422	75257	78132	328	60441	62473	64605	67866
302	50006	51122	52266	54150		329	62676	64806	67053	70510
303	33809	34210	34626	35229		330	65017	67253	69596	73160
304	33809	34281	34688	35097	35709	331	67458	69800	72245	76016
305	34281	34688	35097	35507	36185	332	69996	72450	74994	78859
306	34688	35097	35507	35987	36659	333	72650	75196	77844	81913
307	35097	35573	36049	36527	37271	334	75293	77944	80696	84971
308	35573	36082	36593	37068	37811	335	78047	80794	83650	88019
309	36082	36628	37136	37679	38494	336	80794	83650	86594	91187
310	36628	37206	37749	38291	39178	337	83543	86503	89555	94344
311	37206	37884	38494	39108	40062	338	86292	89348	92510	97498
312	37884	38629	39244	39921	40940	339	89249	92409	95767	100751
313	38629	39377	40062	40736	41826	340	92409	95767	100751	105749
314	39377	40264	40940	41690	42773	341	95767	100751	105749	110735
315	40264	41145	41894	42646	43805	342	100751	105749	110735	115717
316	41145	42035	42773	43594	44844	343	105749	110735	115717	120714
317	42035	42982	43805	44633	46049	344	110735	115717	120714	125707
318	42982	44072	45000	45972	47559	345	115717	120714	125707	130692
319	44072	45148	46126	47231	48953	346	120714	125707	130692	135684
320	45148	46363	47477	48622	50506	347	125707	130692	135684	140671
321	46363	47724	48875	50150	52141	348	130692	135684	140671	145661
322	47724	49213	50506	51866	54164	349	135684	140671	145661	150650
323	49213	50752	52141	53782	56291	350	140671	145661	150650	155644
324	50752	52425	54066	55712	58313	351	145661	150650	155644	160633
325	52425	54353	56003	57737	60441	352	150650	155644	160633	165631
326	54353	56291	58030	59861	62776	353	155644	160633	165631	170613
327	58313	60151	62163	65315						

SCHEDULE 300

Classified Abbreviated Hourly Salaries

Effective June 21, 2020

301 G	13.13	13.31	13.66	35 Hrs.
302 G	17.37	17.57	17.88	35 Hrs.
303 G	16.57	16.75	17.05	40 Hrs.
304 G	16.76	16.92	17.25	40 Hrs.
305 G	16.92	17.17	17.49	40 Hrs.
306 G	17.17	17.37	17.69	40 Hrs.
307 G	17.43	17.62	17.99	40 Hrs.
308 G	17.63	17.94	18.27	40 Hrs.
309 G	17.95	18.19	18.59	40 Hrs.
310 G	18.27	18.53	18.91	40 Hrs.
311 G	18.59	18.90	19.36	40 Hrs.
312 G	18.94	19.31	19.78	40 Hrs.
313 G	19.36	19.70	20.24	40 Hrs.
314 G	19.78	20.11	20.67	40 Hrs.
315 G	20.25	20.54	21.10	40 Hrs.
316 G	20.42	20.81	21.32	40 Hrs.
317 G	20.62	21.00	21.62	40 Hrs.
318 G	21.10	21.49	22.20	40 Hrs.
319 G	21.73	22.19	22.89	40 Hrs.
320 G	21.80	22.24	22.98	40 Hrs.
321 G	22.24	22.76	23.55	40 Hrs.
322 G	22.88	23.46	24.36	40 Hrs.
323 G	23.52	24.15	25.08	40 Hrs.
324 G	24.36	24.96	26.08	40 Hrs.
325 G	18.14	18.37	18.72	35 Hrs.
326 G	18.78	19.00	19.40	35 Hrs.
327 G	19.81	20.11	20.67	35 Hrs.
328 G	20.86	21.19	21.82	35 Hrs.
329 G	21.87	22.26	22.89	35 Hrs.

SCHEDULE 300
Classified Hourly Salaries
Effective June 21, 2020

301 H	15.85	40 Hrs.
302 H	16.30	40 Hrs.
303 H	16.92	40 Hrs.
304 H	18.04	35 Hrs.
305 H	17.26	40 Hrs.
306 H	17.33	40 Hrs.
307 H	18.68	35 Hrs.
308 H	17.70	40 Hrs.
309 H	18.72	35 Hrs.
310 H	18.27	40 Hrs.
311 H	19.40	35 Hrs.
312 H	19.54	35 Hrs.
313 H	20.34	35 Hrs.
314 H	19.66	40 Hrs.
315 H	20.67	35 Hrs.
316 H	20.94	35 Hrs.
317 H	20.73	40 Hrs.
318 H	21.82	35 Hrs.
319 H	22.18	35 Hrs.
320 H	22.89	35 Hrs.

SCHEDULE 300
Classified Weekly Salaries
Effective June 21, 2020

301 W	395.14	35 Hrs.
302 W	593.31	35 Hrs.

SCHEDULE 500
CLASSIFIED ANNUAL SALARIES
 Effective June 21, 2020

517 51,605 53,398 55,712 56,984 60,530 63,325 64,446 65,419 66,425 67,399 68,553 69,480 70,729 72,003
 520 64,512 66,748 69,642 71,226 75,659 79,158 80,556 81,772 83,030 84,243 85,688 86,852 88,415 90,008

Dollar amounts shown in the 500 Classified Annual Schedule reflect the first two longevity steps within the calculated base rates.

SCHEDULE B00
CLASSIFIED ANNUAL SALARIES
 Effective June 21, 2020

B13	40,264	41,145	41,894	42,646	43,805
B16	42,982	44,072	45,000	45,972	47,559
B20	47,724	49,213	50,506	51,866	54,164
B21	49,213	50,752	52,141	53,782	56,291
B22	50,752	52,425	54,066	55,712	58,313
B24	54,353	56,291	58,030	59,861	62,776
B25	58,313	60,151	63,918	65,315	66,964
B26	60,441	62,473	64,605	67,866	69,887
B27	62,676	64,806	67,053	70,510	
B28	65,017	67,253	69,596	73,160	
B29	67,458	69,800	72,245	76,016	
B30	69,996	72,450	74,994	78,859	
B31	72,650	75,196	77,844	81,913	
B32	75,293	77,944	80,696	84,971	
B34	80,794	83,650	86,594	91,187	

SCHEDULE 300
UNCLASSIFIED ANNUAL SALARIES
 Effective June 21, 2020

301	33809	34210	34626	35229		329	67458	69800	72245	76016
302	33809	34281	34688	35097	35709	330	69996	72450	74994	78859
303	34281	34688	35097	35507	36185	331	72650	75196	77844	81913
304	34688	35097	35507	35987	36659	332	75293	77944	80696	84971
305	35097	35573	36049	36527	37271	333	78047	80794	83650	88019
306	35573	36082	36593	37068	37811	334	80794	83650	86594	91187
307	36082	36628	37136	37679	38494	335	83543	86503	89555	94344
308	36628	37206	37749	38291	39178	336	86292	89348	92510	97498
309	37206	37884	38494	39108	40062	337	89249	92409	95767	100751
310	37884	38629	39244	39921	40940	338	92409	95767	100751	105749
311	38629	39377	40062	40736	41826	339	95767	100751	105749	110735
312	39377	40264	40940	41690	42773	340	100751	105749	110735	115717
313	40264	41145	41894	42646	43805	341	105749	110735	115717	120714
314	41145	42035	42773	43594	44844	342	110735	115717	120714	125707
315	42035	42982	43805	44633	46049	343	115717	120714	125707	130676
316	42982	44072	45000	45972	47559	344	120714	125707	130692	135684
317	44072	45148	46126	47231	48953	345	125707	130692	135684	140671
318	45148	46363	47477	48622	50506	346	130692	135684	140671	145661
319	46363	47724	48875	50150	52141	347	135684	140671	145661	150650
320	47724	49213	50506	51866	54164	348	140671	145661	150650	155644
321	49213	50752	52141	53782	56291	349	145661	150650	155644	160633
322	50752	52425	54066	55712	58313	350	150650	155644	160633	165631
323	52425	54353	56003	57737	60441	351	155644	160633	165631	170613
324	54353	56291	58030	59861	62776	352	160633	165631	170613	175608
325	58313	60151	62163	65315		353	165631	170613	175608	180605
326	60441	62473	64605	67866		354	170613	175608	180605	185592
327	62676	64806	67053	70510		355	175608	180605	185592	190585
328	65017	67253	69596	73160						

SCHEDULE 300
UNCLASSIFIED ABBREVIATED HOURLY SALARIES
 Effective June 21, 2020

301 G 18.59 18.90 19.22 35 Hrs.

SCHEDULE 300
UNCLASSIFIED FLAT ANNUAL SALARIES
 Effective June 21, 2020

301	\$	54093	310	\$	56291
302	\$	31094	311	\$	25532
303	\$	46090	339	\$	45891
304	\$	33650	341	\$	45186
305	\$	54066	357	\$	81373
306	\$	62776	382	\$	51633
307	\$	42635	383	\$	58317
308	\$	50695	384	\$	47535
309	\$	38455	385	\$	80205

SCHEDULE 300
UNCLASSIFIED HOURLY SALARIES
 Effective June 21, 2020

300 H	\$	15.94	35 Hrs.
302 H	\$	30.34	40 Hrs.
303 H	\$	16.18	35 Hrs.
313 H	\$	14.31	35 Hrs.
322 H	\$	20.02	35 Hrs.
325 H	\$	20.86	35 Hrs.
335 H	\$	17.62	35 Hrs.
336 H	\$	23.07	35 Hrs.

SCHEDULE E00
UNCLASSIFIED ANNUAL SALARIES
 Effective June 21, 2020

E13	42035	42982	43805	44633	46049
E18	49213	50752	52141	53782	56291
E24	60441	62473	64605	67866	69887
E29	72650	75196	77844	81913	

SCHEDULE 600
UNCLASSIFIED ANNUAL SALARIES
 June 21, 2020

624 * Deputy Sheriff (40 Hour Workweek)
 601 ** 35 Hour exception to grade 624
 602 *** 37.5 Hour exception to grade 624

Pay Grade	0 - 6	7-18	19-30	31-42	43-54	55-66	67-78	79-90	91-102	103-114	115-126	127-180	181-240	241-300	301+
	Months	Months	Months	Months	Months	Months	Months	Months	Months	Months	Months	Months	Months	Months	Months
601	47,300	49,058	50,355	52,631	52,813	54,829	55,900	57,148	57,684	58,042	58,575	60,595	63,147	64,600	66,055
602	50,678	52,563	53,951	56,393	56,585	58,746	59,894	61,230	61,805	62,187	62,761	64,924	67,657	69,214	70,773
607	36,541	37,031	37,511	38,454	39,390	40,704	41,311	41,936	42,564	43,204	43,850	44,510	45,176	45,853	46,538
608	37,031	37,546	38,074	39,019	39,975	41,306	41,931	42,555	43,198	43,841	44,499	45,170	45,846	46,532	47,231
609	37,546	38,103	38,623	39,589	40,553	41,904	42,534	43,169	43,820	44,477	45,146	45,822	46,511	47,200	47,911
610	38,103	38,697	39,249	40,232	41,218	42,588	43,224	43,876	44,529	45,200	45,878	46,569	47,263	47,973	48,695
611	38,697	39,388	40,008	41,005	42,006	43,409	44,064	44,720	45,389	46,074	46,763	47,467	48,175	48,894	49,635
612	39,388	40,131	40,778	41,797	42,815	44,244	44,909	45,581	46,267	46,957	47,663	48,378	49,103	49,839	50,590
613	40,150	40,911	41,610	42,649	43,688	45,146	45,822	46,511	47,207	47,912	48,632	49,366	50,100	50,851	51,620
614	40,911	41,818	42,504	43,569	44,631	46,113	46,807	47,512	48,223	48,943	49,681	50,426	51,182	51,949	52,732
615	41,818	42,717	43,475	44,564	45,649	47,176	47,879	48,598	49,328	50,072	50,822	51,579	52,358	53,138	53,938
616	42,717	43,621	44,378	45,490	46,594	48,147	48,871	49,604	50,349	51,100	51,871	52,649	53,435	54,238	55,056
617	43,621	44,586	45,424	46,558	47,692	49,280	50,020	50,773	51,531	52,305	53,091	53,887	54,693	55,514	56,350
618	44,586	45,695	46,781	47,945	49,118	50,753	51,519	52,288	53,071	53,870	54,679	55,498	56,329	57,176	58,033
619	45,695	46,795	48,143	49,342	50,549	52,233	53,015	53,810	54,613	55,436	56,270	57,111	57,969	58,839	59,719
620	46,795	48,034	49,864	51,110	52,360	54,105	54,913	55,736	56,578	57,423	58,282	59,163	60,047	60,944	61,861
621	47,994	49,662	50,816	52,091	53,772	56,178	57,399	58,829	59,445	59,849	60,458	62,455	65,068	66,572	68,074
622	49,422	50,946	53,166	54,493	55,825	57,685	58,552	59,432	60,318	61,221	62,139	63,073	64,024	64,979	65,956
623	50,946	52,513	55,235	56,613	57,995	59,929	60,825	61,737	62,666	63,605	64,560	65,528	66,510	67,508	68,519
624*	54,056	56,066	57,549	60,150	60,356	62,662	63,886	65,313	65,925	66,332	66,945	69,254	72,167	73,827	75,493
625	56,188	57,868	59,633	61,130	62,615	64,706	65,675	66,664	67,659	68,674	69,705	70,752	71,813	72,886	73,981
626	57,920	60,021	61,698	64,615	64,820	67,350	68,570	69,999	70,607	71,019	71,632	74,155	77,298	79,076	80,843
627	60,230	62,103	64,619	66,237	67,847	70,110	71,164	72,230	73,316	74,413	75,533	76,666	77,813	78,978	80,166
628	62,391	64,469	67,127	68,807	70,485	72,833	73,928	75,035	76,166	77,303	78,464	79,643	80,836	82,049	83,278
629	64,678	66,849	69,641	71,382	73,121	75,558	76,689	77,844	79,008	80,193	81,398	82,620	83,853	85,113	86,390
630	66,631	69,300	71,519	75,196	75,402	78,460	79,681	81,108	81,726	82,132	82,746	85,801	89,468	91,506	93,546
631	68,928	71,683	74,553	77,531	80,634	83,857	85,114	86,392	87,691	89,008	90,339	91,697	93,069	94,469	95,882
632	71,427	74,284	77,254	80,345	83,559	86,901	88,206	89,527	90,869	92,235	93,615	95,021	96,445	97,898	99,362
633	74,185	77,145	80,231	83,442	86,785	90,254	91,606	92,980	94,372	95,789	97,224	98,683	100,167	101,669	103,194
634	77,240	80,334	83,543	86,892	90,365	93,973	95,388	96,819	98,270	99,743	101,240	102,757	104,295	105,865	107,450
635	80,610	83,837	87,183	90,675	94,302	98,070	99,542	101,038	102,553	104,088	105,649	107,239	108,841	110,478	112,135
636	84,284	87,653	91,158	94,805	98,598	102,544	104,077	105,641	107,232	108,836	110,469	112,126	113,807	115,514	117,247

624 * Deputy Sheriff (40 Hour Workweek)

601 ** 35 Hour exception to grade 624

602 *** 37.5 Hour exception to grade 624