

**AGREEMENT**

**BETWEEN**

**THE STATE OF RHODE ISLAND AND  
THE COMMUNITY COLLEGE OF  
RHODE ISLAND**

**AND**

**EDUCATIONAL SUPPORT PROFESSIONAL  
ASSOCIATION  
COMMUNITY COLLEGE OF RHODE ISLAND  
NATIONAL EDUCATION ASSOCIATION  
RHODE ISLAND**

**July 1, 2020 - June 30, 2021**

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## **PREAMBLE**

It is agreed that the purpose of this Agreement is to carry out the policy of the State and the Community College of Rhode Island by encouraging a more harmonious and cooperative relationship between the State, the College and its MBUs by providing for procedures which will facilitate the free and frequent communications between the State, the College and its MBUs.

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 their designee.

## **ARTICLE I RECOGNITION**

The State hereby recognizes the Association as the sole and exclusive bargaining agent for all MBUs. The bargaining unit consists of those classes of position found appropriate as a result of the petition submitted in case number EE-3290.

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

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

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

The State and the Association agree not to discriminate in any way against any member of the bargaining unit with respect to the provisions of this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, physical handicap, political beliefs or affiliation, sexual preference gender identity and expression, or membership in any lawful organization. All reference to MBUs in this Agreement includes all members.

The Association and the State shall not discriminate against, interfere with, restrain or coerce a MBU from exercising the right to join or not to join the Association and will not discriminate against the MBU in the administration of this Agreement because of membership or non-membership in the Association.

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

The State and the Union agree to establish a committee consisting of representatives from

both parties to explore affirmative employment action, and if possible, to enter into a letter of understanding.

In accordance with College policy, sexual harassment shall not be allowed and shall not be subject to the grievance and arbitration provisions of the Contract, but subject to grievance procedure contained within the College's Affirmative Action policies.

### **ARTICLE III DUES DEDUCTION AGENCY SHOP**

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

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

The State Controller shall forward all deductions covered by this Agreement to the Treasurer of ESPA/NEA on a bi-weekly basis.

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

The appointing authority shall give written notice to the Treasurer and President of the Union of all new MBUs who become eligible for membership in the ESPA. Said notice shall be given monthly and shall include the MBU's name, address, social security number, date of hire, classification, work assignment and location.

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

### **ARTICLE IV RIGHTS OF THE ASSOCIATION**

- A. Designated Association MBUs and/or officers shall be granted reasonable time off with pay during working hours to investigate and seek to settle grievances. In addition, time with pay shall be granted to attend hearings and to attend other meetings and conferences

with State officials or coalitions on contract negotiations. The Executive Board will be allowed to meet twice annually, during regular work hours, (not on overtime shifts), with pay.

Such time shall be granted with prior approval of the appropriate supervisor, and such approval shall not be unreasonably withheld. It is understood that full accountability for such paid leave is a legitimate management concern

In class action/group grievances only one (1) of the grievants and the appropriate MBU's representatives shall be in pay status. Class action/group grievances are defined and limited to those grievances which cover more than one (1) MBU and which involve the same or substantially similar facts for the grievance involved.

- B. No association steward or committee member or representative shall be discriminated against as a result of performance of Association business.
- C. The Association shall furnish the State and College with a written list of its officers immediately after their designation and shall promptly notify the State and College of any change in such officers.
- D. Association representatives will be permitted to visit Association officers and committee members on State premises for the purpose of discussing Association business.
- E. The Association shall have the right to use the College Central Main System for communications, subject to College policy. The Association will be assigned reasonable bulletin boards for the exclusive use of the Union on all campuses of the College.
- F. Nothing contained herein shall be construed to deny or restrict any MBU rights they may have under the General Laws of the State of Rhode Island or other applicable laws and regulations.
- G. The State recognizes the Association's right to have access to information relative to budget, staffing projections as they pertain to this unit, names and addresses and salaries of all MBUs and agendas of all open Board of Governors meetings. Where material is normally available to the public, the Association will utilize the same avenues of acquisition as the public. It is understood that this shall not be construed to require the Community College to compile information and statistics that are not readily available. Upon written request, the Association shall furnish relevant information requested by the Community College.
- H. The President of the College, the Personnel Director or the Labor Relations Administrator may meet with the President of the Association upon request at a mutually convenient time.
- I. It is hereby agreed that a representative appointed by the President of the Association shall be included on all search and screening committees for any Senior Leadership Team Positions, including but not limited to, Vice President, Associate Vice President, Chief

Financial Officer, and Chief Information Officer.

- J. A MBU shall have the right to talk with a Union representative concerning Union business during working hours free from employer domination or interference.

## **ARTICLE V MANAGEMENT RIGHTS**

The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all right to manage, direct, or supervise the operations of the State and the MBUs are vested solely in the State. It is agreed by the parties that the State of Rhode Island is the employer and that the College acts as an agent in the administration of this Agreement.

## **ARTICLE VI CONDITIONS OF EMPLOYMENT**

### A. Health, Safety and Welfare

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

#### 1. Conditions

- a. If the temperature in any area is such to negate the MBU's ability to function adequately for period of more than ninety consecutive minutes, the MBU will be assigned to an area for the remainder of the work day, if available, where the temperature is appropriate to enable the MBU to function adequately. If no such area is available, the MBU will have the option to:
  1. remain in the affected area, or
  2. take leave without pay for the remainder of the work day, or; take vacation or personal leave for the remainder of the work day.
- b. In the event of a bomb threat, the College will follow the protocol set forth in its Emergency Response Guide in accordance with the College's All Hazards Policy, Appendix E.
- c. In the event of a power outage that exceeds ninety consecutive minutes in an affected area, the non-essential MBUs who are not a member of the College Police or Physical Plant will have the option to:

1. remain in the affected area, or;
2. take leave without pay for the remainder of the work day, or;
3. take vacation or personal leave for the remainder of the work day, or;
4. move to an unaffected area.

B. Environmental, Health and Safety Committee

Two Union designees shall be appointed to the College Environmental, Health and Safety Committee.

C. Miscellaneous Working Conditions

1. The State shall provide and alter uniforms for those MBUs who are required to wear them in accordance with present practice.
2. No MBU shall be required to perform personal services for supervisors such as serving coffee, shopping, etc.
3. The College Administration shares the Association's concern that work performed for personal gain shall not be conducted during normal working hours or involve the use of College facilities, except in accordance with College Policy (June 6, 1983). MBUs who question the propriety of a specific work assignment may refer the question to the appropriate department chair or supervisor for a decision.
4. When there is a permanent change in an immediate supervisor, the affected MBU(s) shall be notified in writing of the change within a reasonable period of time.
5. Any MBU, whose salary is allocated from "soft" funds, either directly or indirectly, shall be entitled to all the rights of the Contract.
6. All MBUs will be provided with one initial and one replacement identification card, parking permit and/or parking lot gate card by the College at no cost to the MBU, to be used by the MBU only.
7. All privileges and benefits which MBUs have hereto enjoyed shall be maintained and continued by the State and College for the term of this Agreement.  
The College shall provide a pair of shoes to each uniformed college police MBU and a pair of safety shoes or boots to each physical plant department MBU and shall replace shoes on an as needed basis not to exceed one (1) pair per year.

8. MBUs may be assigned to work in more than one (1) division or subdivision within the same campus provided one (1) supervisor is designated prior to the start of the assignment.

## **ARTICLE VII WORKDAY AND WORKWEEK**

- A. It is hereby agreed that there shall be four (4) basic work weeks as follows:
1. Standard 35.0 Hours - a 35.0-hour work week (5 consecutive days of 7 consecutive hours), exclusive of unpaid lunch periods.
  2. Standard 40.0 Hours - a 40.0-hour work week (5 consecutive days of 8 consecutive hours), exclusive of unpaid lunch periods.
  3. Non- Standard - 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods.
  4. Non-Standard Non-Exempt - 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receive overtime pay at time and one half for all hours worked in excess of forty (40.0) hours.

Nothing herein alters or addresses the parties' rights or obligations concerning the particular work hours or work weeks.

B. Variable Work Week

1. It is recognized that there are work schedules other than the aforementioned, particular 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 President and the parties hereto shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in accordance with seniority provisions of this Agreement.

E. Part Time MBUs

All part-time MBUs shall receive annual leave, personal leave, sick leave and fringe benefits in accordance with the following:



1. Employed twenty (20) hours-annual leave, personal leave and sick leave on a pro-rata basis, with full fringe benefits provided.
  2. Employed sixteen (16) hours or less than twenty (20) hours per week - annual leave, personal leave and sick leave on a pro-rate basis, with fringe benefits provided in accordance with present practice.
- F. MBUs shall be granted a fifteen (15) minute coffee break during the first half and the second half of their work day. All MBUs shall be granted a meal period of not less than one-half (1/2) hour duration and no more than one (1) hour duration during each work day.
- G. Shift hours upon being scheduled will be posted.
- H. Employees, including students, not included in the recognized bargaining unit shall not perform work normally assigned to MBUs to replace/displace said MBUs except in an emergency situation unless mutually agreed to by the Association President.
- I. Student employment shall only be provided subject to the following conditions:
1. Students will not be employed to perform bargaining unit work for more than twenty (20) hours per week per student, except for vacation periods.
  2. All student employees shall be processed through one office in the College such as Financial Aid Office.
  3. The College will continue past practice regarding student help.
  4. Student employees shall not have access to the personal, professional, or education records of students, faculty, or staff, unless necessary to perform assigned duties.
- J. When a MBU is required in writing or orally by the appointing authority or their designee to work in a higher class of position for a period of more than three (3) consecutive working days, such MBU shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one (1) step over their present rate retroactive to the first day of such assignment. Written authorization or direction to a MBU to work in a higher class of position shall be given to the MBU within twenty-four (24) hours of said direction, and a MBU may refuse such assignment if they do not receive such written authorization or direction.

The Local Union President or appropriate Union official shall be notified either in writing or electronically, of every MBU 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 MBU 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 MBUs. 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 XI(B)(2) 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 MBUs 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 XI(B)(2) of the collective bargaining agreement provided the position is funded and approved to be filled. If it is deemed that coverage is necessary during the interim, then a 3-day rule assignment will be used, provided a qualified bargaining unit member is interested in the assignment, prior to seeking temporary help outside of the bargaining unit. The nine (9) month period for any of the MBUs serving in the assignment may be extended by mutual agreement of the parties. The vacancy created by the MBU on the 3-day rule assignment will not be required to be filled using a 3-day rule assignment.

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

- K. MBUs assigned to a 'not less than twenty (20) pay period position' will report to work one week prior to the start of classes in September, which will constitute the official beginning of the 20-pay period work cycle. The Furlough period will begin at the end of the 20-pay period cycle and continue for 6 pay periods.
1. The not less than twenty (20) pay periods shall be consecutive pay periods.
  2. Furlough shall be defined as the break in service between periods of employment for a not less than twenty (20) pay period employee.
  3. The furloughed MBU will retain the sick leave, personal leave, and annual leave balances they had at the commencement of the furlough consistent with other provisions of the Agreement.
  4. Furloughed MBUs shall not earn any leave accruals during the furlough period.
  5. The furloughed MBU will return to work with the same vacation schedule they had at the end of the prior employment period.
  6. A MBU shall return to the same position held prior to the furlough.
  7. The salary consideration date shall remain the same as it was when the MBU was furloughed, i.e., a MBU shall receive wage increments as if there were no break in

service, except for probationary employment.

8. If the MBU was serving a probationary period at the time they were furloughed, the probation will pick up where it left off at the time the furlough commenced.
9. Seniority shall continue to accrue as if there were no break in service.
10. An MBU's medical benefits shall remain in effect during the furlough.
11. A not less than twenty (20) pay period position which is full time shall be considered full time for purposes of tuition waiver, consistent with other provisions of the Agreement.
12. A-MBU in a not less than twenty (20) pay period position may only exert the seniority rights of article X.D, Layoff, over other MBUs in not less than twenty (20) pay period positions.
13. The College after consultation with the Association may change a vacant position to an academic year position.

- L. Any bargaining unit member in College Police or Physical Plant Operations whose classification title requires 24-hour coverage will be deemed an essential employee.

## **ARTICLE VIII SALARY SCHEDULE**

### **A. Wages**

1. The collective bargaining agreement commencing July 1, 2020, and expiring June 30, 2021, shall provide for a retroactive wage increase for all MBU's as follows:

The payroll date immediately prior to July 1, 2020 (6/21/20): +2.5%

- B. In the event an MBU is overpaid for any reason, the State shall provide documentation concerning- the overpayment to the MBU and, upon request of the MBU, to the president of their local union. The amount of the overpayment shall be repaid to the State by payroll deduction in the same bi-weekly amount as the overpayment was made.
- C. Any dispute between the State and the Union or between the State and any MBU regarding the amount of any overpayment of wages shall be submitted to arbitration in accordance with Article 13. The arbitrator shall decide issues of fact and, if applicable, the appropriate remedy. If the arbitrator orders the MBU to reimburse the State, the reimbursement shall be by payroll deduction in amounts ordered by the arbitrator.

- D. In the event that the State and the MBU agree as to the amount of wage the MBU was overpaid, but disagree as to the reimbursement schedule, the payroll deduction reimbursement schedule shall be submitted to arbitration in accordance with Article 13 on a last best offer basis.
- E. A MBU appointed from an employment or promotional list shall receive a one (1) step increase at the satisfactory completion of the probationary period and shall receive an additional one (1) step increase each year thereafter until they have reached the maximum of their grade.
- F. A MBU with temporary or provisional status shall receive a one (1) step increase after six (6) months of service, which shall be one hundred thirty (130) days worked, and after each year of service thereafter in their classification, until they have reached the maximum of: their grade.
- G. Each MBU, who successfully complete– an Incentive Training Program in accordance with the State of Rhode Island Department of Administration, Office of Training and Development’s shall be entitled to a one (1) step pay increment next above their current base step (or if the MBU 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).

MBU’s pursuing work related courses offered by the Training Section, State Division of personnel, under this provision may, subject to prior approval of their supervisor, attend such courses during their normal working hours provided that the same course is not offered at a time the MBU is not normally at work. Approval will not be unreasonably denied.

H. Education Incentive

- 1. Persons employed prior to July 1, 2001, may retain the increment referred to in paragraph E above but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of their employment with the State.
- 2. A person employed prior to July 1, 2001, may become eligible for multiple increment payments under Paragraph 4 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 career, subject to the following:
  - a. Each earned increment shall be retained for not more than four (4) years; and

- b. Each MBU 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.

- I. Educational Support Professional Association/NBA Annual Salary Range is attached hereto in Appendix A.

**ARTICLE IX  
RECLASSIFICATION AND/OR UPGRADING**

- A. During the term of this Agreement, any MBU who believes their responsibilities more closely resemble the job description of another classified position rather than the one assigned; or any MBU 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.
  - 1. Make a request in writing for a desk audit to the Personnel Office of the College. The MBU shall be furnished with a questionnaire within five (5) working-days of said request.
  - 2. Within five (5) working days, upon receipt of the completed questionnaire, the MBU's immediate supervisor and Personnel Director shall forward said questionnaire to the State Division of Personnel, Classification Section, for the study. The Personnel Director or their designee shall then notify the MBU and Union that said documents were sent to State Personnel.
  - 3. Within sixty (60) working days after receipt of said questionnaire, the Personnel Division shall issue a finding relative to the merits of the MBU '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 MBU and the Union.
  - 4. If the appeal is granted, it shall be implemented in accordance with the provision of Merit System Law and Personnel Rule 2.013: "When an MBU holds permanent status or is serving a 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 he passes a non-competitive examination of the same degree of difficulty as an open competitive examination for said different class of position; otherwise, the MBU may be employed in the said different class of position only with temporary status, subject to the provisions of the Act and Rules."
  - 5. If the appeal of the MBU is denied by the Personnel Division, the MBU may appeal

to the Director of Administration their designee, who shall conduct a hearing with the MBU within ten (10) working days of the request for an appeal by the MBU. 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 MBU and the Union.

6. If the appeal of the MBU is denied by the Director of Administration, the MBU may appeal to the State Personnel Appeal Board. The decision of the Personnel Appeal Board shall be final and binding.
7. If the appeal of the MBU is granted, the MBU will be paid retroactively to the date of filing.
8. The State agrees that work will not be reassigned for the purpose of avoiding reclassification or upgrading during a reclassification or upgrading appeal.
9. In the event the MBU is in fact working out of classification, or their job is determined to be in need of an upgrading, the State may exercise one (1) of two (2) options:
  - a. The MBU should be reallocated to the position that best represents the- duties performed by the MBU, or,
  - b. Inform the MBU they are not to perform any duties other than those required of the class specifications for said position.

**ARTICLE X  
OVERTIME, SHIFT DIFFERENTIAL AND CALL  
IN TIME**

A. Overtime

1. Overtime shall be defined as the required performance of work within the MBU's classification in excess of the established work week.
2. Overtime shall be offered to MBUs on the basis of their seniority in their classification at the campus at which they are employed. If MBUs within that classification and campus do not volunteer to perform the overtime, it may be offered to bargaining members in that same classification, by seniority, on a rotating basis, at the other campus a MBU offered overtime will be excused at their request, provided other MBUs are available and willing to meet the need; and any: MBU so excused shall not be offered overtime work again, until name comes up again in the seniority rotation. In the event an insufficient number of MBUs within the classification at all campuses voluntarily accept the assignment, the College may direct and require MBUs within the classification and campus to perform the work when necessary for the efficient conduct of

the business of the College. Such required overtime assignments shall be made in the reverse order of seniority on a rotating basis.

3. Overtime shall be authorized by a supervisor outside of the bargaining unit. However, MBUs shall be notified of overtime by their immediate supervisor.
  4. Time and one-half shall be paid for work performed in excess of the established work week. However, in any event a MBU may elect to accrue compensatory time at one and one-half (1 ½) time, in lieu of cash. Such compensatory time shall be discharged, with the approval of a supervisor outside of the bargaining unit, within eighty (80) calendar days of time earned. If the MBU is not permitted to use compensatory time within eighty (80) calendar days, the college will pay the MBU for that time.
  5. Whenever a MBU is required to work on a holiday which falls on their regularly scheduled work day, they will be credited with the number of hours in their official schedule for that day plus the number of hours actually worked at the rate of time and one-half.
  6. Overtime work is to be made a matter of record and distributed on a seniority basis among MBU's within their respective classifications. An overtime list will be maintained and posted in each department on the department bulletin board.
  7. A record of overtime work will be furnished to the Association at the close of each pay period following a request from the Union.
  8. In the event that the Association has reason to believe that overtime is being unfairly and inequitably distributed within the bargaining unit, the Association may, upon request with reasonable notice, inspect records of overtime. Upon finding such inequities in granting overtime, the Association will file a group grievance.
  9. No MBU 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.
  10. Hours credited for holidays shall be considered as time worked for the purpose of computing overtime.
- B. No MBU shall be required to work more than sixteen (16) consecutive hours except in a State emergency or when relief has been delayed. In cases where relief has been delayed, an MBU may work more than sixteen (16) consecutive hours,

but not more than twenty (20) consecutive hours, unless it unduly disrupts operations. The responsibility for determining whether there would be a disruption of operations shall fall to the Associate Vice President for Administration. Upon completion of this extended overtime, the MBU will be given eight (8) hours off. If the eight (8) hours off overlaps the MBU 's regularly assigned shift, the MBU shall be placed on administrative leave with pay for the hours that overlap.

C. Shift Differential

1. The evening tour of duty shall mean the shift commencing at 3:00 P.M. and ending at 11:00 P.M. or commencing at 4:00 P.M. and ending 12:00 midnight. The night tour of duty shall mean the shift commencing at 11:00 P.M. and ending at 7:00 A.M. or commencing at 12:00 midnight and ending at 8:00 A.M.
2. All MBUs, who are permanently assigned to work sixteen (16) or more hours of a forty (40) hour work week or fourteen (14) or more hours of a thirty-five (35) hour week during the "evening tour of duty" or during the "night tour of duty," shall receive shift differential at the rate provided for in Paragraph B (7).
3. Any full-time MBU, who is assigned to work during the "evening tour of duty" or the "night tour of duty" for less than sixteen (16) hours or fourteen (14) hours, shall be compensated for the hours actually worked at the rate of shift differential provided in Paragraph C (7).
4. Any MBU 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 MBU's regularly scheduled hours shall receive shift differential pay for such evening or night tour of duty hours actually worked.
5. Any MBU assigned to the day schedule who is required to work on the evening or night tour, in addition to working: their daily assigned work shift, shall be compensated for hours worked on the evening or night shift at the rate of time and one-half their normal hourly rate in accordance with Section A of this Article.
6. Any MBU who normally works an assigned evening or night tour of duty, who is requested to work the day shift following the completion of their evening or night tour of duty will be compensated for those additional hours of work assigned by receiving time and one half for those additional hours worked in accordance with Section A of this Article.
7. The shift differential shall be an additional seventy cents (.70 cents) per hour.



8. MBUs 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.

D. An after-hours on-call system will hereby be established and managed by the Chief of Police and Director of Facilities respectively, or their designee.

After hours on-call schedule is defined to be any time after the end of an employee's shift through the beginning of their next shift.

All bargaining unit employees in the Physical Plant Department who volunteer to participate in the on-call system are required to, and agree to, respond to a phone call or text during their on-call rotation and report to work. Failure to report to work two times in a six-month period will result in removal from the on-call list and disqualification from receiving the on-call stipend.

All bargaining unit employees participating in the on-call system shall receive an annual stipend of One thousand forty (\$1,040.00) dollars per calendar year; payable in two equal installments of five hundred twenty (\$520.00) dollars on October 1 and April 1 each academic year.

Said amount, as detailed above, shall be prorated for those bargaining unit employees assigned on-call on a date other than the beginning date of six (6) month period.

With respect to work required to be performed on a designated holiday, the parties agree that holiday pay shall be so applied in accordance with the contract.

E. Call In Time

1. MBUs may be called in to report to work after having left their place of employment and outside their regular scheduled work hours for emergency reasons only. MBUs shall receive not less than four (4) hours pay at their overtime rate.

## **ARTICLE XI SENIORITY**

A. Seniority

1. It is hereby agreed that the parties hereto recognize seniority within a class of position in all cases of shift preference, transfer, days off, vacation time, holiday time, layoffs and recalls. The effect of seniority on promotions shall be as set forth in Section B. Promotions.

2. Primary Seniority - length of service in current class of position within the bargaining unit, in State classified service, computed from the date that employment commenced in the current class of position within the bargaining unit (as per Section 6 and 7 below).
3. Secondary Seniority - length of service in previously held class of position within the bargaining unit, in State classified service, in which the MBU held permanent status, computed from the date employment commenced in said class of position within the bargaining unit. For purposes of layoff, secondary and primary seniority shall be added together to determine years of service (as per Section 5 and 6 below).
4. State Seniority- length of State service (base entry date).
5. Whenever MBUs in the same division have the same start date, seniority will be determined by date of application stamped by the HR Department.
6. Seniority shall only be broken for resignation, retirement, discharge for good and just cause, exceeding an authorized leave of absence, failure to return for recall pursuant to Section D.3 of this Article; or when an MBU is separated from State classified service for more than three (3) consecutive years.
7.
  - a. Seniority shall continue to accrue during all periods of active employment and authorized leaves of absences, except leaves to protect status.
  - b. Seniority shall not continue to accrue during periods of layoffs, nor shall it be broken, except pursuant to A (6).
8. Bargaining unit seniority in State classified service, regardless of class of position, within a department/subdivision shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence. When a subdivision shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence. When a subdivision is composed of a member of small areas (one [1] person offices) the Dean or Director shall resolve the above state conflicts based upon A (7).

B. Promotions

1. The implementation of A.1 regarding promotions shall be in accordance with the following procedure:
2. All new and vacant positions to which recruitment is to be initiated, and current positions for that classification that are changed to or from

Academic Year, shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Association at the time of posting via electronic means. MBUs who apply for such vacancies shall do so via the State's internet employment opportunities website. MBUs shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings.

3. The Association and Administration agree that in the best interest of both parties, active attempts to promote from within the bargaining unit should be made. The resultant benefits, in terms of productivity and MBU's morale, are self-evident.
  1. When there are six (6) or more MBUs on the certified promotional list, the promotional vacancy shall be filled from within the bargaining unit.
  2. When there are less than six (6) MBUs on the certified promotional list, a reasonable effort will be made to fill the vacancy from within the bargaining unit. However, selection shall be made from among the six (6).
  3. Where no list exists for certification, a reasonable effort will be made to fill the vacancy within the bargaining unit in accordance with the following:
    - 1) When an MBU within the bargaining unit applies for a new or vacant position within the bargaining unit, and they are determined by the Administration to be at least equally qualified to the best qualified applicant, then the MBU shall be appointed to the position.
    - 2) Whenever there are equally qualified candidates for the positions in the bargaining unit, the seniority of candidates in the bargaining unit shall be the determining factor in filling the position.
    - 3) This section is subject to the Affirmative Action Policy of the department, as well as applicable laws and regulations. MBUs who apply for and who meet the qualifications for posted bargaining unit vacancies shall, if they request, be given an interview with the search committee, if such interviews are conducted and as long as such is consistent with affirmative action and applicable laws and regulations.
  4. The Search Committee Guidelines will require the search committee chair or their designee to notify the candidates selected for

interview, in writing, upon scheduling the interview appointment at least forty-eight (48) hours prior to any proficiency test that will be administered as part of the selection process.

5. A letter of acknowledgment shall be forwarded to the MBU upon receipt of a request for reassignment, transfer and/or a new position.
6. Any MBU who applied for promotional positions shall be informed of the disposition of their application in writing and shall be entitled to reasons why they were not chosen at a meeting with the Search Committee Chair, if the member so chooses.

C. Transfers

1. MBUs may bid for vacant positions of the same classification title within the bargaining unit on the basis of primary seniority. An MBU so transferred shall not be eligible to again be so transferred until three (3) months have expired from the date of the latest transfer. The limitation of three (3) months, however, shall not apply to MBUs in classifications that may be required to work a schedule other than the normal Monday through Friday daily work schedule.
2. Transfers shall be implemented pursuant to Section 1 above regardless of whether the vacant position within the bargaining unit is full or part-time and/or regardless of whether the bidding MBUs in the same classification is full or part-time.
3. In the event of an involuntary transfer, pursuant to Section D.5 herein, the most junior MBU within the appropriate classification and in the affected area or department will be transferred to a position occupied by the most junior MBU in the appropriate classification. The President of the Association will be notified of all involuntary transfers.

D. Layoffs

1. Layoff shall be defined as any separation of a member of the bargaining unit from employment for any reason other than a discharge for good and just cause, or the expiration of a limited position and/or appointment pursuant to Section E. 7 of this Article.
2. In the event of a layoff in a class of position within an affected department, subdivision or division, MBUs and the Union President shall be notified in writing of layoff. MBUs shall be laid off in the following order based upon primary seniority, regardless of full or part-time status:
  1. Those with temporary status
  2. Those with provisional status

3. Those with probationary status
4. Those with permanent status
5. Those with statutory status

Four (4) weeks' notice of layoffs shall be given to the MBUs so affected and the Union President

- a. An MBU so notified shall have the right to displace the most junior MBU in the bargaining unit in the same class of position, based upon greater primary seniority.
  - b. Provided further that any MBU in 1, 2, 3, 4, or 5 above who had been previously permanent in a next lower class of position shall have the right to displace the most junior MBU in the bargaining unit in such next lower class of position based upon greater secondary seniority.
  - c. MBUs may exercise their secondary seniority within the bargaining unit in a class of position in which they held permanent status, and in which said MBU has greater secondary seniority.
  - d. If the MBU is unable to exercise their primary or secondary seniority advantageously, they may exercise their State seniority for any same or lower class of position in the bargaining unit for which they are eligible, that is, for which a list exists; or in which they can perform if no list exists for the position. The MBU shall have the right to displace the most junior MBU in the bargaining unit in said class of position based upon greater State seniority.
  - e. In the application of c and d above, the State will attempt to waive or modify any law or regulation which would in any way deny preferred treatment for the MBU to qualify for the positions which they can perform.
  - f. Part-time MBUs may only exert seniority rights over other part-time MBUs. However, any part-time MBU who exercises said seniority rights shall not have their number of hours and/or benefits changed as a result.
  - g. Full-time MBUs may only exert seniority rights over other full-time MBUs.
3. a. Prior to any bumping process pursuant to Sections 1 and 2 above, the State shall offer an affected MBU the option to accept a position in an available existing vacant comparable position within the bargaining unit. Comparable shall be defined as:
    1. within the same classification

2 having the same hours (full-time to full-time; part-time to part-time)

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

c. If an affected member of the bargaining unit refuses placement in the existing vacant comparable position, they will be laid off in accordance with Article XI D.

4. Recall of any MBU who has been laid off shall be in the reverse order of the procedure as stated above for layoffs. Any person who has held permanent status and who has been laid off shall have their name placed on the preferred re-employment list for this bargaining unit. No appointment may be made to any position covered by the agreement in a class affected by a layoff while a MBU who has been laid off is available for certification from a re-employment list.

MBUs with permanent status affected by a layoff action will be placed on a preferred re-employment list and shall be recalled in order of seniority as described above. MBUs who refuse recall from the preferred list to a permanent position shall waive all recall rights provided herein and shall be placed on the appropriate re-employment list. A permanent MBU who is recalled to a limited position and/or appointment shall have their name retained on the preferred re-employment list for recall to a permanent position. A permanent MBU may not refuse recall to a limited position and/or appointment. An MBU who held a permanent position at the time of layoff and is recalled to a limited position and/or appointment, shall retain all seniority and bumping rights provided in this Article upon the expiration of the limited position and/or appointment.

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

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

All recall notices shall be sent certified mail, return receipt requested.

Unpaid sick leave and personal leave accruals will be frozen for three (3) years from date of layoff.

5. Any involuntary transfer which results from the implementation of this Section will be done in accordance with Section C-3 of this Article.

E. Limited Positions and/or Limited Appointments

1. Limited positions and/or limited appointments shall be defined as those with a known termination date.

2. Limited positions and/or limited appointments shall be posted as such.
3. A MBU filling a limited position and/or appointment of six (6) months (i.e., thirteen [13] bi-weekly pay periods) or more shall receive all rights and benefits of this Agreement except as defined in Section 6 below.
4. A MBU filling a limited position that was established for six (6) months or more shall receive all rights and benefits of the Agreement even if their appointment is for less than six (6) months.
5. A MBU filling a limited appointment of less than six (6) months to a permanent position shall receive all rights and benefits of the Contract.
6. If the status of a limited position and/or limited appointment changes to that of a regular position, it shall not be posted.
7. All limited positions and/or appointments which are continued or extended beyond their initial termination date shall not be posted.
8. A MBU hired into a limited position and/or appointment shall not, upon the expiration of the limited position and/or appointment, have the right to exercise bumping rights pursuant to Section D of this Article. MBU shall receive benefits pursuant to Article 11. A.6.
9. A MBU who accepts a promotion into a limited position and/or appointment, and who held permanent status in a lower class of position, shall be placed on leave to protect status for the first six (6) months. After the six (6) months and when the MBU completes satisfactorily the probationary period, the MBU will be entitled to exert seniority rights at the end of the limited appointment in accordance with Article 10.
10. A MBU who laterally transfers into a limited position and/or limited appointment caused by a leave to protect status (in a State funded position) shall have the right to exercise bumping rights pursuant to Section D of this Article if the MBU on leave to protect status returns to the position.
11. A MBU who laterally transfers into a limited position and/or limited appointment, which exists for reasons other than as stated in Section 10 above, shall not upon the expiration of the limited position and/or limited appointment have the right to exercise bumping rights pursuant to Section D of this Article. Said MBU shall receive benefits pursuant to Article 11. A.6.

F. Reorganization

1. A reorganization shall be defined as:  
  
when a position(s) currently held by a member(s) of the bargaining unit on the college position control list for a division is moved between subdivisions or between divisions.
2. It is a reassignment to move positions within a subdivision.
3. Definitions:
  - a. Division - a unit headed by a Vice-President;
  - b. Subdivision - a unit headed by a Dean, Director, or equivalent position, which has supervisory control over one (1) or more departments. Subdivisions include but are not limited to units headed by Deans and Directors.
  - c. Department - a unit headed by a Dean, Director, Chairperson, or equivalent position, and not designated above as a Division or Subdivision.

G. Reassignment

1. A reassignment shall be defined as when a position currently held by a member of the bargaining unit on the College position control list is moved within a subdivision, from one department to another.
2. MBUs notified of reassignment shall have the right to either accept the reassignment or to be assigned to the position held by the most junior MBU, based upon primary seniority within the affected class of position, with the subdivision. The most junior MBU shall then be reassigned as provided herein.
3. The Union President will be notified by the Director of Personnel, or their designee, of a reassignment prior to sending written notices to the affected MBUs at least two (2) weeks prior to the effective date of reassignment with copies sent to the Union President.

H. Transfer in Emergency Situations to a Vacant Position

1. In the event of an emergency situation - defined as thirty (30) calendar days and shall not reoccur - the College may transfer any member of the bargaining unit within the sub-division to staff a vacant position for the emergency situation, except when Section e applies.



- a. In the event the emergency situation cannot be staffed within the subdivision, the College may transfer the least senior MBU in the appropriate classification within the division.
- b. Such transfers shall require forty-eight (48) hours' notice in writing to the affected MBU and the Union President prior to the effective date of transfer.
- c. In unusual circumstances, which may require more than thirty (30) days or less than forty-eight (48) hours' notice, the Union President and the Director of Personnel shall meet to mutually agree to any exceptions to the above.
- d. The Union President and the Director of Personnel or their designee shall meet prior to implementation to discuss the changes.
- e. A MBU transferred to a vacant position which is a different class of position than the one the MBU holds shall not be required to perform the work outside of their class of position, unless authorized in writing pursuant to Article 6.G.
- f. A MBU so transferred under this subsection shall be eligible for mileage which shall be calculated as the difference between home to office and home to temporary assignment.

I. Transfer in Emergency Situations to Other Than a Vacant Position

- 1. In the event of transfer in an emergency situation to other than a vacant position, the College may transfer a member of the bargaining unit for the duration of the emergency situation.
  - a. The Union President and the Director of Personnel shall meet prior to a transfer to discuss the situation.
  - b. Such transfers shall require notice in writing to the affected MBU and the Union President, reasonably in advance of the transfer.
  - c. A MBU transferred to a position which is a different class of position than the one the MBU holds shall not be required to perform the work outside of their class of position, unless

authorized in writing pursuant to Article 6.G.

- d. A MBU so transferred under this subsection shall be eligible for mileage which shall be calculated as the difference between home to office and home to temporary assignment.

**ARTICLE XII  
HEALTH & WELFARE**

- A. 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

- B. 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 PC 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: \$ 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.

C. 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.

D. Anchor Choice with HSA Plan:

Each MBU 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 1<sup>st</sup> and 50% shall be deposited on July 1<sup>st</sup> during each year of the collective bargaining agreement. The State will not pro-rate its HSA contributions for members enrolling after January 1<sup>st</sup> or July 1<sup>st</sup>

In Network Deductible\*  
In Network Out of Pocket Max\*\* Out of  
Network Deductible\*, \*\*  
Out of Network Out of Pocket Max\*\* In-

Network Coinsurance  
Out of Network Coinsurance

\$1,500 (\$3,000 family)  
\$3,000 (\$6,000 family)  
\$2,250 (\$4,500 family)

\$4,500 (\$9,000 family) 10%  
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.

- E. 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.
- F. For clarification purposes only, MBUs 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.

G. Eligible MBUs 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 MBUs annualized total rate and shall be via payroll deductions.

For full time MBUs:

Effective October 5, 2014:

For full-time employees:

Effective October 5, 2014

<b>Individual Plan</b>		<b>Family Plan</b>	
Less than \$95,481	20%	Less than \$49,670	15%
		\$49,670 to less than \$95,481	20%
\$95,481 and above	25%	\$95,481 and above	25%

The Co-Share contribution salary level for full-time and part-time MBUs shall be increased based on the MBU's annualized total rate of pay. The Co-Share contribution salary levels for eligible MBUs shall be increased by 2.5% effective July 1, 2020;

Eligible part time MBUs (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 MBU's annualized total rate and shall be via payroll deductions.

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

Effective the payroll period immediately preceding July 1, 2020 (6/21/20):

For full-time employees:

<b>Individual Plan</b>		<b>Family Plan</b>	
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%

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

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

(1) Anchor Plus Plan and Anchor Plan:

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

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

The drug copay by mail order shall be as follows:

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

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

(2) Anchor Choice with HSA Plan:

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

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

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

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

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

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

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

K. Dental and Vision Programs:



- (1) 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.

- (2) 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.

#### L. 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.

#### M. 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.

- (1) Rewards for Wellness

- (a) 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.
- (b) 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.

(2) Annual Preventive Exam Incentive

(a) 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.

(b) 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.

(3) 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.

N. 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.

- O. 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.
  
- P. 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.
  
- Q. 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 XIII FRINGE BENEFITS**

A. Tax Annuity

Full time MBU's are permitted to request that a portion of their salary be allocated for the purchase of annuities subject to rules and regulations of the State of Rhode Island and Internal Revenue Codes.

B. Group Life Insurance

- 1. It is agreed that all MBU's shall be eligible to participate in the State Employees' Group Life Insurance Program as established by 36-12-6 of 1956 as amended.
  
- 2. The following provisions of the insurance program are set forth herein:
  - a. Each new MBU will be automatically covered unless such *MBU* designates in writing that he desires not be insured.
  
  - b. Each covered MBU 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 dollars (\$1,000.00) plus an equal amount of group accidental death insurance with dismemberment coverage.

c. Each such amount of insurance will be reduced by one percent (1 %) thereof at the end of each calendar month following the date the MBU attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five percent (25%) of the coverage in force immediately prior to the MBU 's sixty-fifth (65<sup>th</sup>) birthday.

d. The cost to the MBU of such insurance shall not exceed the rate of twenty-five cents (.25 cents) bi-weekly for each one thousand dollars (\$1,000.00) of their group life insurance.

e. Upon a MBU 's termination from State service, the policy may be converted to an individual policy of life insurance at standard rates.

### C. Holidays

1. The following shall constitute the official holidays:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Victory Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

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

Any day which the Governor may appoint as a holiday.

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

2. If a holiday falls on a regularly scheduled work day, the MBU shall be entitled to the day off and shall be credited with the number of hours in their official work schedule for that day. If a holiday falls on Saturday or Sunday MBU's 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 for that day.
3. Whenever a MBU in a standard work week is required to work on a holiday which falls on their regularly scheduled work day, they shall be credited with the number of hours in their official work schedule for that day plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.

4. If a holiday falls on one of an MBU 's regularly schedule days off, they shall be credited with the number of hours for one day in their official work schedule. The hours so credited for their day shall not be used in the computation of overtime.
5. Whenever an MBU is required to work on a holiday which falls on one of their scheduled days off, they shall be credited with the number of hours for one (1) day in their official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.
6. If a holiday falls on a regularly scheduled work day within an MBU 's vacation period, the MBU shall not be charged annual leave for their absence on that date.
7. When a holiday falls on a Sunday, the following day, Monday, will constitute the official holiday. Part-timers shall be pro-rated.
8. When a non-standard MBU is required to work on a holiday which falls on their regularly scheduled work day, they shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times. Said assignment shall be offered on a seniority basis within the affected class of position.
9. MBU's are guaranteed the same number of days off with pay as are listed herein even if the legislature removes any holidays. Any days removed as holidays will be treated as personal days.

D. Retirement

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

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

E. Vacations

1. No MBU shall receive any vacation until such MBU has completed thirteen (13) bi-weekly pay periods, but vacation credits shall accrue during such time.
2. On January first of each year, MBU's shall be credited with certain vacation days in accordance with the Schedule B below. Said days shall not be subject to accrual

and shall be designated as "Up-Front Days." The balance of an MBU's vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation days subject to accrual shall be accrued according to the following schedule:

**SCHEDULE B**

<u>Years of Service</u>	<u>Up Front Days</u>	<u>Days Subject to Accrual</u>	<u>Total</u>
a. At least six (6) months but not more than five (5) years	2	8	10
b. At least five (5) years but not more than ten (10) years	2	13	15
c. At least ten (10) years but not more than fifteen (15) years	5	13	18
d. At least fifteen (15) years but not more than twenty (20) years	5	15	20
e. At least twenty (20) years but not more than twenty-five (25) years	10	16	26
f. Twenty-five (25) years or more	10	18	28

### SCHEDULE OF ACCRUAL

<u>Days Subject to Accrual</u>	<u>Rate</u>
8	.0308
13	.0500
15	.0577
16	.0615
18	.0692

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

When an MBU reaches the required number of years of service which would increase their vacation entitlement, the State agrees to add without regard to accrual the additional up-front days on account of the increase in vacation entitlement. For example: a MBU who reaches twenty (20) years of service on September 1st would have five (5) additional vacation days added to their total of earned vacation credits. The balance of any increase shall be subject to accrual. In no case shall any MBU carry over from one year to the next more than the amount of vacation time accrued and credited to two (2) years.

3. When the service of a: MBU shall be terminated by resignation, death, dismissal or otherwise, if such MBU shall not have used actual vacation time equal to their vacation credits, such MBU or their estate shall, on such termination, be entitled to receive full pay for each hour of vacation to their credit as of the date of termination.
  4. Vacation leave assignments shall be made in a fair and equitable manner.
  5. Should a question arise between the MBU's as to when their vacation will be taken; the senior MBU shall have preference.
  6. Each MBU shall be allowed to take at least two (2) consecutive weeks of vacation at some time during the calendar year. The time of said vacation shall be with the approval of the immediate supervisor. Such approval will not be unreasonably withheld.
  7. MBU's may carry over from one year to another up to two (2) years accrual of annual leave, provided the carry over in excess of vacation time accrued and credits for one (1) year shall be discharged by December 1 of the subsequent year.
- F. A Vacation List will be created for classified uniformed MBU's of the College Police Department; wherein, MBU's will request up to two weeks (10 working days, not necessarily consecutive) of vacation picks during the 1<sup>st</sup> two weeks of February for the rest of that calendar year:- Once picks are authorized, by seniority within a campus;- officers cannot be bumped out by a senior officer/-MBU.

1. During the first two (2) weeks of February, all MBU's shall choose up to a maximum of two (2) weeks' vacation in accordance with seniority within their respective campus and or shift.
2. The remaining vacation days afforded to the MBU's shall be granted by seniority. AMBU may not invoke *their* seniority rights by bumping a less senior MBU within twenty (20) days of requested vacation day(s) by the junior MBU. This will not affect the first (2) weeks selected in February by Seniority.
3. In the event a MBU voluntarily transfers to another shift and or campus after the established deadline for submitting vacation requests has passed, that MBU shall not be entitled to bump another MBU 's vacation time by invoking: their own seniority rights.

In the event MBU is involuntarily transferred to another shift and or campus after making their selection (as prescribed in in subsection 1) and it has been determined that their selection would have been authorized in accordance with seniority at the original shift or campus (prior to the involuntary transfer), that MBU shall be entitled to keep the day(s) s/he selected under subsection 1 (above) at the campus or on the shift to which s/he was involuntarily transferred.

4. If an MBU selects a vacation week that includes a holiday as reflected in Article XIII, Section C - Holidays, and for whatever reason cancels one (1) day, that MBU must cancel the entire four (4) days. A week supersedes a day except for the following periods:
  - a The week inclusive of January 1
  - b The week inclusive of Memorial Day
  - c The week inclusive of July 4
  - d The week inclusive of Labor Day
  - e The week inclusive of Thanksgiving
  - f The week inclusive of Christmas

Except for MBU's having selected holiday( s) pursuant to Section 1 (above), no MBU shall utilize vacation, personal, or compensatory time for Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, or Thanksgiving if said time off would require an MBU to be "Forced In."

- G. Mileage shall be paid at the rate set by the Internal Revenue Service.
- H. All MBU's shall be covered by Workers' Compensation pursuant to Title 28 of the General Laws of Rhode Island.



**ARTICLE XIV  
GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide a mutually acceptable method for the prompt and equitable settlement of grievances over the interpretation, application, or violation of this Agreement.

For the purpose of this Agreement, a grievance is defined as any difference or dispute between the State and the Union, or between the State and any MBU with respect to the

interpretation, application, or violation of any of the provisions of this Agreement.

A. There shall be a grievance procedure as follows:

**Step 1:** A grievance shall be presented in writing by the aggrieved MBU and/or by the Union to either the immediate supervisor or other designee of the department within Thirty (30) days of the *MBU*'s and/or Union's knowledge of the occurrence of such grievance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Definitions. For purposes of this Article, the following definitions apply:

(1) "aggrieved" shall mean either the MBU and/or the Association.

- (2) "The State" and "the College" shall mean the employer

**ARTICLE XV  
ARBITRATION**

- A. If a grievance is not settled through the regular grievance procedure, such grievance shall, at the request of the Union or the State, be referred to The Labor Relations Connection (or any other entity that the parties agree to). The parties may mutually agree to an alternative method of arbitration.
- B. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- C. Only grievances arising out of the provisions of this Contract, relating to the application or interpretation thereof, may be submitted to arbitration.
- D. 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.
- E. All submissions to arbitration must be made within thirty (30) calendar days following the issuance of the grievance procedure decision, or they shall be considered waived.
- F. The State shall, within 60 days of ratification, provide to the Coalition Bargaining Team and University of Rhode Island Schmidt Labor Research Center (the "Labor Institute"), a disk containing the electronic copies (i.e. PDF files) of the arbitration decisions that the State has compiled to date. The parties will also jointly request that the Labor Connection provide an electronic copy of all arbitration decisions to the parties and to the Labor Institute.

**ARTICLE XVI  
SUB-CONTRACTING PROCEDURE, PRIVATIZATION,  
AND/OR SHUT DOWN**

- A. Definitions
  - 1. The term "shut down" means:
    - (a) The elimination or suspension of a service (e.g., campus police, payroll,-, bookstore services) performed by MBU's.
- B. The State shall continue to provide work for MBU's and shall avoid insofar as is practicable the sub-contracting, privatization, or shut down of work performed by MBU's, on the date of this Agreement, provided however:
- C. The State agrees that upon considering sub-contracting, privatization, or shut down of any work presently performed by a MBU which would have an adverse effect upon job security, wage rate, or classification status of any MBU in the bargaining unit, it shall:

1. Notify the Union's President in writing of its intention six (6) months in advance of sub-contracting any sub-contracting or privatization and to notify the union's president in writing of its intention as soon as practicable in advance of a shutdown, and;
2. Meet with the Union prior to receiving bids or letting contracts for the purpose of discussing the problem during which discussions the Union will be granted reasonable requested opportunities to meet with the Directors of Administration or other appropriate State officials to discuss the desirability of sub-contracting, privatization, or shut down and to develop and establish a mutually acceptable plan for protecting adversely affected MBU's.

D. The State's assurances in the development of such plan would be

1. Place MBU's affected by the sub-contracting, privatization, or shut down into available jobs which they can perform;
2. Place MBU's laid off on a preferred hiring list for recall;
3. Prohibit the hiring of any new MBU's to positions which the affected MBU's could perform;
4. Attempt to waive or modify any law or regulation which would in any way deny preferred treatment of affected MBU's. 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 MBU's adversely affected by sub-contracting shall be enabled to utilize the seniority rights as established in this Agreement.

## ARTICLE XVII UNPAID LEAVES OF ABSENCE

A. Jury Leave

1. Every MBU 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 greater.
2. Every MBU 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.

- 3 Any MBU 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 MBU regardless of the time expended is less than four (4) hours.

B. Military Leave

1. Every MBU covered by this Agreement who has left or shall leave their position by reason of entering the armed forces of the United States Military or Naval Forces; or the Rhode Island National Guard or Naval Reserve; by reason of enlistment, induction, commission, or otherwise is entitled to and is hereby granted military leave of absence from the 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 MBU shall serve to cancel such leave.
2. For the first sixty (60) calendar days of such absence, each such MBU who has been employed for one-hundred eighty or more calendar days within the twelve months next preceding such entrance into the armed forces shall be paid by the State the difference between the MBU 's State salary and military base pay.
3. MBU's on paid leave, described in paragraph 2 above, shall accrue such sick leave and annual leave credits as would have accrued while working in said position.
4. MBU's 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.
5. At the conclusion of such military leaves of absence, the MBU shall be returned to their 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 MBU.
6. The parties agree that new MBU's hired after July 1, 1986, shall receive benefits contained under Article 15B, except for 15.B.2 as follows:

For the first sixty (60) days of such absence every such MBU shall receive the difference between their state salary and their military base pay. In no case shall they receive more than the amount they would have received had they not been absent from their position shall be allowed to receive pay more than once under this Article for Military Leave for training purposes in a three (3) year period.

7. The State will follow the terms of the State statute applicable to municipal MBU's entering military service, R.I. Gen. Laws § 30-6-6. The MBU /military member's

family (but not the MBU /military member) will be allowed to stay in the State's plan for the duration of the: MBU /military member's service subject to the family paying the applicable premium co-share.

C. Military Training Leave

1. MBU's covered by this Agreement who, by reason of membership in the United States Military, Navy 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 MBU 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 period.
2. During the period of military training leave with pay, the MBU shall accrue sick and vacation leave credits.
3. Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the MBU beyond the training period required generally of the members of the respective armed service.

D. Leave for Personal Reasons

1. It is agreed that, upon written application, an MBU may be granted a leave without pay not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, educational improvement, childcare, serious illness of a member of the family, or other purpose deemed proper and approved by the appointment authority and the Personnel Administrator. Approval of such leaves shall not be unreasonably withheld.
2. A MBU shall discharge all applicable accrued leave before being granted-leave without pay, however, at the MBU 's discretion, s/he may choose not to discharge up to one (1) week sick leave, one (1) week vacation leave, RO and RI days, and four (4) personal days.
3. MBU's 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 MBU fails to comply with these obligations, they (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 a MBU 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 MBU 's debt to the State.
4. At the expiration of such leave, the MBU shall be returned to the position from which they are on leave if available and placed on the salary step, they would have been on if not on leave of absence at the current range for their class of position. If the MBU 's position is available, the MBU shall be placed in a similar position within the same classification.
5. MBU's granted leave for personal reasons shall receive health benefits paid

by the College in accordance with the existing payroll manual regulations that are in effect when the MBU is granted leave.

6. Any MBU with permanent status, who accepts another position of a different classification in the classified service, shall be granted automatically a leave of six (6) months.
7. Any MBU who on or after January 1, 1996, transfers to a different class or is promoted will be entitled to a leave of absence from their previous position for six (6) months.

### **ARTICLE XVIII PAID LEAVES OF ABSENCE**

#### **A. Maternity Leave**

1. A pregnant MBU so certified by her physician or licensed health care provider authorized by law to diagnose an ailment or injury and prescribe medication to treat that condition shall be entitled to use accrued sick leave for any time the MBU is unable to work for medical reasons and will be required to submit WH-380 forms for the period of time they are on FMLA.
  - a. At the expiration of maternity leave, the MBU shall be returned to the position from which she is on leave and placed on the salary step she would have been on if not on leave at the current range for her class of position.
  - b. It is agreed that pregnant MBU's who have exhausted her sick leave accruals or who decline to utilize her sick leave shall be granted a maternity leave without pay. A pregnant MBU shall submit written notification to the College 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 more than twelve (12) months and may be extended by mutual consent and an early return by the MBU may be made upon written notice of thirty (30) days to the College. MBU's granted leave for maternity reasons shall receive all health benefits paid by the State for the duration of the leave.

- B. In the event that an MBU or: their spouse becomes a parent or guardian through a birth, adoption, or other legal proceedings, the MBU shall be granted parental leave with pay not to exceed ten (10) working days provided the MBU has exhausted all other paid leaves.

#### **C. Bereavement and Funeral Leaves**

In the event of death in the MBU 's family, the employee shall be entitled to absence with full pay, per death, not chargeable to the MBU '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 MBU), mother, father, brother, or 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 MBU 's household;
- (c) one (1) day in the case of the death of an aunt, uncle, sister-in-law or brother-in-law.

In either of the above situations, any needed additional days required by the MBU's may be utilized from the MBU 's accumulated vacation leave, sick leave (in accordance with Section D, below) or personal leave. The definition of immediate family shall be defined as 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.

D. Family and Medical Leave

1. Sick leave with pay shall be granted to MBU's covered by this Agreement who have accrued unused sick time. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease, and may include absence due to illness in the immediate family of the MBU as defined by the Rhode Island Parental & Family Medical Leave Act, or necessary attendance upon a member of the immediate family who is ill, or to attend to doctor(s) visits. However, the State may be entitled to require verification from the MBU regarding the illness of a member of their immediate family of the necessity of attendance for doctor(s) visits; and the MBU may use up to, but not in excess of twenty (20) working days in any calendar year, for the purpose of attending a member of the immediate family who is ill or their attending necessary doctor(s) appointments. The definition of immediate family 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.
  - (a) For each discharge of leave of three (3) to less than five (5) consecutive days, the MBU 's appointing authority shall require, and the worker shall
  - (b) provide, a properly completed Employee Certification of Necessary Absence Form (Affidavit) as provided by the Division of Human Resources.
  - (c) For each discharge of leave of five (5) or more consecutive days, the MBU's appointing authority shall require, and the MBU shall provide properly completed MBU 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. For purposes of verification, the form may be completed by the MBU's health care provider, whether that provider is a physician or other licensed health care provider so long as he or she is authorized by law to diagnose an ailment or injury and prescribe medication to treat that condition.



- (d) In order for the appointing authority to designate an absence as FMLA qualifying leave, the MBU must provide the appropriate federal form referenced in (b).
  - (e) Nothing herein exempts the MBU 's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.
  - (f) 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 MBU will be required to provide such documentation.
  - (g) To protect MBU privacy rights, all documents containing confidential medical information are maintained as confidential medical records and are kept in separate, secure medical files in the Human Resources Service Center office. Access to these records is restricted as provided by law.
  - (h) Nothing herein shall adversely affect an MBU 's right to leave under either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible MBU 's leave under such laws.
  - (i) Nothing herein shall be construed to conflict with G.L. 1956 § 36-4-63.
2. MBU's whose basic work week is thirty-five (35) hours or in the thirty-five (35) hour non-standard category shall accrue four (4) hours for each bi-weekly period of service; MBU's whose basic work week is forty (40) hours or in the forty (40) hour non-standard category shall accrue five (5) hours for each bi-weekly period of service.
  3. When the total accumulation shall amount to eight hundred seventy-five (875) hours (one hundred twenty-seven [127] days) for an MBU assigned to, a thirty-five (35) hour schedule or a thirty-five (35) hour non-standard schedule, and one thousand hours (1000) (one hundred twenty-seven [127] days) for an MBU assigned to a forty (40) hour work schedule, or a forty (40) hour non-standard schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.
  4. When the service of an MBU shall be terminated by retirement (mandatory, voluntary, or involuntary), or death, such MBU 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: MBU or a thirty-five (35) hour non-standard MBU shall be entitled to receive full pay for fifty percent (50%) of all accrued sick leave over three hundred ninety (390) hours up to and including six hundred thirty (630) hours and seventy-five percent (75%) pay for all accrued sick leave over six hundred thirty (630) hours up to and including eight hundred seventy-five (875) hours. A forty (40) hour a week MBU or a forty (40) hour non-standard MBU shall be entitled to receive full pay for fifty percent (50%) of all accrued sick leave over four hundred sixty-eight (468) hours up to and including seven hundred twenty (720) hours and

seventy-five percent (75%) pay for all sick leave over seven hundred twenty (720) hours up to and including one thousand (1000) hours.

5. If the MBU becomes ill while on vacation, vacation leave will be changed to available sick leave accumulation, providing the MBU shall furnish to the State a physician's certificate attesting to the illness of the MBU during the time in question.
6. Whenever an MBU shall be absent from their duties and receive compensation as provided in the Workers' 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 Workers' Compensation payments, and the total of the two (2) shall not exceed the regular salary range 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 it shall be determined during the Workers' Compensation proceedings that the injury resulted from a physical assault arising out of the regular course of employment, the MBU 's leave shall not be reduced for the first twenty-six (26) weeks of disability arising from such an assault. During the twenty-seventh (27th) week and thereafter for the duration of the MBU's disability, deductions from accumulated credit shall be applied as indicated above
7. Any MBU whose employment requires exposure to x-rays, radiation, or other harmful substances shall be granted special sick leave credits not to exceed one hundred and five (105) hours in a calendar year if they have a thirty-five (35) hour or non-standard MBU, or one hundred twenty (120) hours if there is a forty (40) hour MBU or a forty (40) hour non-standard MBU. Such sick leave credits shall be available and sick leave granted upon the approval by the Personnel Administrator of the written recommendation of the appointing authority. Such recommendation shall be based upon a determination by blood tests or other approved method and supported by a statement from a qualified physician that the health of the MBU required such sick leave to permit recuperation from exposure to such occupational hazard.
8. All MBU's shall receive a quarterly report of their accrued sick and vacation leaves.
9. Consistent with the provision 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 MBU 's return to full duty in their assignment.

The State in agreement with the Union may identify transitional employment for injured MBU's, including those with work or non-work related injuries, and those with occupational disease as set forth in R.I. Gen. Laws § 28-34-1, whose medical restrictions prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon definitive medical verification of the MBU 's restrictions, the State may modify the MBU 's assignment, including job functions, tasks, hours, shift

and/or work location, to provide transitional employment which will not exceed the MBU 's restrictions.

If no transitional employment is available in the MBU 's classification, the MBU 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 Union, and the MBU. The transitional employment period shall not exceed six (6) months unless extended by mutual agreement of the State, the Union, and the MBU contingent upon supporting medical documentation.

If the MBU cannot return to their classification and/or assignment based upon medical verification, the State may offer them education, training, or other programs to assist the MBU to obtain other employment opportunities in accordance with the Collective Bargaining Agreement and the Merit System Law.

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

E. Personal Days:

Each member of the bargaining unit shall be entitled to four (4) days of personal leave with pay, per calendar year, to attend to personal business or religious observance. The State shall not require a member to give reason as a condition of approval to use of such personal leave, provided, however, that notice of such leave will be provided to the immediate supervisor. MBU's newly appointed between January 1 and March 30, shall be entitled to four (4) personal leave days as provided in this Article. MBU's newly appointed between April 1 and June 30 shall be entitled to three (3) personal leave days as provided in this Article. MBU's newly appointed between July 1 and September 30, shall be entitled to two (2) personal days as provided in this Article. MBU's newly appointed between October 1 and December 31, shall be entitled to one (1) personal leave day as provided in this Article.

F. Sick Leave Bank:

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 Agreement. A separate sick leave bank may be established in a particular department by mutual Agreement. Those sick leave bank agreements that were in existence for individuals as of January 26, 2001, shall remain in existence until exhausted.

The Sick Leave Bank Committee shall be composed of six 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 MBU's who have contributed to the Sick Leave Bank. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the

grievance and arbitration provisions of the contract. If the Committee cannot reach a majority vote, the Committee will continue to meet and vote until a majority vote is taken either granting or denying the request for donated sick leave.

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 MBU only (not any family member).
3. The maximum amount of sick leave that the Committee may grant shall be 480 hours per MBU assigned to a forty (40) hour work week and 420 hours per MBU assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
4. MBU's may make contributions to the Sick Leave Bank on an "as needed" basis in order to meet the needs of the Sick Leave Bank and to eliminate the loss of unused donated time at the end of the calendar year. MBU's must make contributions to the Sick Leave Bank on January 2 of each calendar year unless another date is determined by the Committee. Any MBU who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
5. MBU's who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven hours of sick leave if assigned to a thirty-five (35) hour work week.
6. A-MBU 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 MBU's may participate on a pro-rated basis.

If during the calendar year the Sick Leave Bank falls below three fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours or 7 hours) from those MBU's who made a contribution on January 2 of that calendar year unless another date is determined by the Committee.

G. SICK LEAVE COMMITTEE

The State and the Union agree to establish a committee to study the feasibility of

alternatives and options to the existing sick leave benefit structure. The committee shall consist of up to three members appointed by the State and three members appointed by the Coalition. The committee will meet on a bi-monthly basis. The committee will discuss alternatives to the existing sick leave policies and structure and alternatives such as group short term disability insurance.

#### H. Leave for Professional Development

MBU's who have served at least two (2) years full-time may be granted short-term leaves of absence to pursue professional development at workshops, seminars and conventions which are related to the performance of the MBU's duties and responsibilities or to those performed in other positions at the college. This leave shall be granted at regular pay and the recipient upon the termination of the leave shall return to their duties at the College. Application for such leave shall be made through the immediate supervisor to the Associate Vice President for Administration for approval six (6) weeks prior to the date for which the leave is requested. In certain circumstances, shorter notice for such leave may be considered.

#### I. Sabbatical Leave

MBU's shall be eligible for sabbatical leave which s/he may take with the approval of the President for the purpose of advanced study, independent research or pursuance of a higher academic degree (post-baccalaureate) at the completion of six (6) years of employment. An application for sabbatical leave which requires budgeted funds shall be submitted at least twelve (12) months preceding the date on which the leave is to commence. A committee composed of two (2) people appointed by the College President and two (2) appointed by the ESPA President shall consider all requests for sabbatical leaves and shall rank all applications and forward a recommendation to the appropriate Vice President and the President of the College with respect to said requests. If the total number of sabbatical leaves approved by the President of the College to commence in a given fiscal year is two (2) or more, then the decisions of the President of the College with respect to the granting or denial of all sabbatical leave requests shall be final.

As soon as decisions are made regarding sabbatical leaves, the Administration shall furnish the Association with a list of those receiving sabbatical leave, and those denied sabbatical leave. For those whom replacement positions have been provided, notice to the Association will be given as soon as the decision has been made. A MBU on sabbatical leave shall receive for a period of one (1) year half pay, or for a period of six (6) months, full pay, with the understanding that s/he return to their duties for at least one (1) year upon termination of the leave, unless by mutual agreement between the MBU and the President, it is deemed inadvisable. Upon completion of a Sabbatical Leave, the returning MBU will not be eligible for another Sabbatical Leave for six (6) years.

Upon their return from sabbatical leave, a MBU's salary shall be the same as they would have received had the period of their leave been spent in the service of the college and s/he shall be returned to the same level which they held at the time said leave commenced if it exists, or if not, a substantially equivalent level.

A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.

J. Study Leave

A staff member who has served as such for at least three (3) years may, upon written approval of the President, be granted leave of absence for the purpose of pursuing a course of study (including Certificate, Associates Degree, and Bachelor's Degree) for a period of either six (6) months or one (1) year. Such staff member may apply for one-half (1/2) pay for the six (6) month period or one-quarter (1/4) pay for one (1) year period. The staff member shall agree in writing to return to the Department of the College which he or she left for a period of one (1) year upon the termination of his or her leave, unless by mutual agreement between the staff member and the President, it is deemed inadvisable. Upon completion of a Study Leave, the returning MBU will not be eligible for another Study Leave for three (3) years.

A: MBU, on applying for study leave, shall present to the appropriate Vice President or Executive Officers a comprehensive plan for study, research, or other professional improvement they propose to take while on leave, which must be approved by the Vice President or Executive Officer and the President before the request for leave is granted. An application for study leave shall be made to the appropriate Executive Officer at least six (6) months preceding the date on which the leave is to commence.

A committee composed of two (2) people appointed by the College President and two (2) appointed by the ESPA President shall consider all requests for study leaves and shall rank all applications and forward a recommendation to the appropriate Vice President and President with respect to said request. If the total number of study leaves approved by the President of the College to commence in a given fiscal year is two (2) or more, then the decisions of the President of the College with respect to the granting or denial of all study leave requests shall be final.

**ARTICLE XIX  
PROBATIONARY MBU's AND DUE PROCESS**

A. Probationary MBU's

1. All original appointments and promotional appointments shall be considered as probationary MBU's for the first one hundred thirty (130) days worked of their continuous employment and shall serve at the pleasure of the College. Any promotional appointee who is dismissed from the position to which they were promoted during the probationary period or at the conclusion thereof shall be restored to their former position.
2. During this probationary period, the MBU will be evaluated by the MBU 's immediate supervisor every two (2) months. The MBU and the supervisor shall discuss the MBU 's performance and shall be notified in writing of the evaluation after each evaluation is made, and if appropriate, the supervisor shall offer

constructive criticism to enable the MBU to improve their performance. In no case shall any evaluation of an MBU be based on hearsay. Evaluation reports will be placed in the MBU 's personnel file. The MBU shall have the right to attach appropriate comments to any evaluation.

3. At the end of the probationary period, a decision will be made whether to retain or terminate the MBU. If the MBU is not notified, in writing, that their services are not satisfactory, or that their continued employment is not desired at the expiration of the probationary period, then s/he shall be continued in their employment. Any MBU may be dismissed by the College during the

probationary period for reasons relating to the MBU 's lack of qualifications or for the good of the service. Such dismissal shall be in writing with a copy sent to the MBU and the Union President.

- 4 The Union recognizes and agrees that the State has the right to perform personnel performance reviews.

B. Counseling

As a general matter, the parties agree that, where appropriate, it is a good practice to engage in counseling prior to entering into the discipline process.

C. Due Process

1. Disciplinary action may be imposed upon an MBU only for just cause. Any disciplinary action imposed upon a MBU may be processed as a grievance through the regular grievance procedure as outlined in Article 12. If the appointing authority has reason to discipline a MBU, it shall be done in a manner that will not embarrass the MBU before other MBU's or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the MBU. After a period of two (2) years for a written reprimand and one (1) year for an oral reprimand, if the MBU has not

committed any further infractions of appropriate rules and regulations, the written reprimand and written notations of oral reprimands shall be expunged from the MBU 's personnel records. Each MBU shall be furnished with a copy of all performance evaluations or disciplinary entry in their personnel record and shall be permitted to respond thereto. The contents of a MBU 's personnel record shall be disclosed to the MBU 's union representative only with the written consent of the MBU. Where appropriate, disciplinary action or measures shall include only the following:

- a Oral Reprimand
- b Written Reprimand
- c Suspension
- d Discharge
- e Demotion where appropriate

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

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

- 2 If the Appointing Authority decides to demote, suspend or terminate a MBU, the MBU and Union President shall receive two (2) weeks' notice in writing. In the event that circumstances warrant, the Appointing Authority shall not be required to give the MBU two (2) weeks' notice for termination.

3. The Appointing Authority shall not discipline a MBU without just cause. Within two (2) weeks of a suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article 12, and such hearing shall be held no later than three (3) days after the Union's request.
4. In the event that the MBU is dismissed, demoted or suspended under this Section, and such MBU 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.
5. An MBU 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.
6. An Arbitrator shall be empowered to change the disciplinary action if they determine the action taken was not warranted under the circumstances.

**ARTICLE XX  
PERSONNEL  
FILES**

- A. A MBU shall, upon request during normal business hours, be permitted to examine their personnel file; provided, however, that any letters of recommendation solicited in connection with their initial employment shall not be available to that MBU. The MBU shall have the right to reproduce any document in the MBU 's personnel file.
- B. An MBU and Union President shall be given a copy of any material if it is to be used in connection with a grievance or a personnel hearing.
- C. No derogatory material shall be placed in the MBU 's personnel file unless the MBU has an opportunity to read the material and an opportunity to sign and date the material indicating the MBU has read the material. Such signature merely signifies that the MBU has read the material to be filed and does not necessarily indicate agreement with the contents.
- D. No anonymous material shall be placed in the MBU 's personnel file. Materials shown to be false or unsubstantiated shall be removed from the MBU 's personnel file. The Personnel Office shall be responsible for notifying in writing any persons or organization to which it may have forwarded false information.
- E. A designated member of the Association, having written authorization from the MBU concerned and in the presence of a representative of the Community College Administration, may examine the official personnel file of that MBU if the examination relates to a filed grievance, a grievance in preparation, or written charge(s) preferred against the MBU of the Community College.
- F. There shall be only one (1) official file kept in the College Personnel Office. The College Personnel Office shall make files available at other campuses of the College for review by MBU's who so request them. Such files shall be made available by



appointment.

- G. The MBU shall have the right to answer any material filed, and the MBU 's answer shall be attached to the copy in their personnel file.

**ARTICLE XXI  
LEGAL  
DEFENSE**

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

**ARTICLE XXII  
SEVERABILITY CLAUSE**

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Rhode Island, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

It is further agreed that if part of the Agreement is determined invalid, either party may open negotiations solely with respect to a substitute for such Article, Section, or portion, within two (2) weeks after a ruling has been made.

**ARTICLE XXIII  
ALTERATION OF AGREEMENT**

- A. It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties only if agreed to in writing by both parties.
- B. The waiver of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

**ARTICLE XXIV  
INCLEMENT WEATHER EMERGENCIES**

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 stating time of the emergency.
2. MBU's who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave or sick leave. AMBU who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.
3. -MBU's who are required to remain at their place of work or to travel to work

shall be compensated at the rate of time and one half for each hour worked-commencing at the designated starting time of the emergency as determined by the Department of Administration.

**ARTICLE XXV  
TESTING**

MBU's who have previously been admitted to an examination, shall upon reapplication, be admitted to said examination. The MBU shall fill out a new application as if it were an application for the initial examination.

**ARTICLE XXVI  
STUDY GROUP**

The parties agree to the formation of a statewide joint labor and management Study Group to work cooperatively to identify and recommend areas of potential savings in State Government, including but not limited to the use of contracted services. Three members shall be appointed by the State and three members shall be appointed by and on behalf of all the Unions representing State MBU's. The Director of Administration (or his designee) shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

**ARTICLE XXVII  
PROFESSIONAL  
DEVELOPMENT**

The Personnel Department shall send a memo to all supervisors, prior to the Professional Development Day Registration, urging them to allow-MBU's to participate in a workshop of their choice.

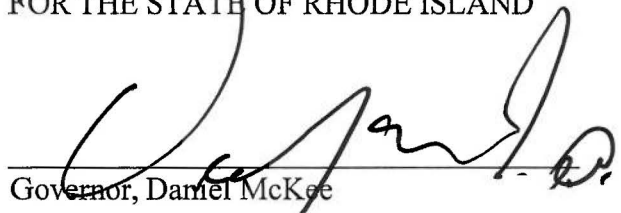
**ARTICLE XXVIII  
DURATION**

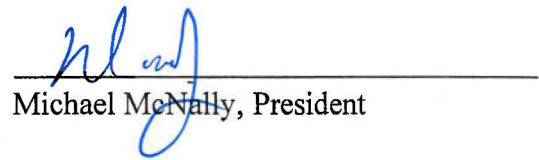
This Agreement, as herein modified, shall remain in full force and effect through June 30, 2021. This Agreement is subject to (a) union membership ratification; and (b) approval by the Governor of Rhode Island, or his designee.

In witness whereof, the parties hereto have set their hands this 25 day of May, 2020<sup>23</sup>.

FOR THE STATE OF RHODE ISLAND

ESPA/CCRI/NEARI

  
\_\_\_\_\_  
Governor, Daniel McKee

  
\_\_\_\_\_  
Michael McNally, President

  
\_\_\_\_\_  
Brian Daniels  
Director of Administration

## LETTER OF UNDERSTANDING<sup>3</sup>

### College Police Department

In conjunction with the 07/01/2017 - 06/30/2020 Collective Bargaining Agreement, with respect to College Police Officer(s), Campus Patrol Person(s) [hereinafter, Officers] and College Police Lieutenant(s) [hereinafter, Lieutenants], the parties agree to the following:

Article IX (Overtime, Shift Differential and Call in Time), Section A: Calling of Overtime

#### 1. Officer's Overtime Shifts

Overtime shall be defined as both shift coverage (compensated by the CCRI College Police Department) and detail shifts (not originally compensated by the CCRI College Police Department).

For the shifts that fall on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter, and Thanksgiving, if at a given Step no officer is willing to work an eight (8) hour shift, that eight (8) hour shift may be offered and filled with two (2), four (4) hour shifts.

Overtime will be offered as follows:

**Step One:** Officer's overtime shifts shall first be offered to Officers on the basis of primary seniority at the campus at which they are employed on a rotating basis.

**Step Two:** Should the process indicated in Step One fail to generate a sufficient number of Officers from the campus at which they are employed to staff the detail overtime, the College shall then offer the detail overtime to Officers at all other campuses, by seniority and on a rotating basis.

**Step Three:** Should the process indicated in Step Two fail to generate a sufficient number of Officers to staff the detail overtime, the College shall then offer the detail overtime to Lieutenants based at the campus where the detail overtime was generated. The offer shall be made by seniority and on a rotating basis.

**Step Four:** Should the process indicated in Step Three fail to generate a sufficient number of Lieutenants from the campus where the detail overtime was generated, the College shall then offer the detail overtime to Lieutenants at all other campuses. The offer shall be made by seniority and on a rotating basis.

**Step Five:** Should the process indicated in Step Four fail to generate a sufficient number of Lieutenants to staff the detail overtime, the College shall be entitled to require (force-in) the most junior Officer, at the campus from which the detail overtime work

originated, to perform the work. Such force-ins shall be made on a rotating basis, per past practice, beginning with the most junior Officer. Anytime Campus Police Officer or Campus Patrol Person is forced in, they will be compensated time and one half for all hours worked. Officers scheduled to begin pre-approved vacation or a pre-approved personal day, may not be assigned forced overtime. In the event of a violation, the officer will receive double time and one half.

**Step Six:** Should the process indicated in Step Five fail to generate a junior Officer to perform the work at the campus from which the detail overtime work was generated due to the unavailability of the Officers assigned to that campus based upon preapproved vacation(s), sick leave, injury leave or because the Officer who would be assigned would be required to work in excess of sixteen (16) consecutive hours, the College shall be entitled to require (force-in) the most junior Officer from the other campuses to perform the work. Such force-ins shall be made on a rotating basis, beginning with the most junior Officer and shall be made through all officers in the bargaining unit. Any officer who is not available or skipped shall remain at the top of the list.

Preapproved vacations in this provision shall mean those vacations approved prior to the occurrence of injury leave or sick leave. If vacations are approved subsequent to the occurrence of injury leave or sick leave which the College knows or should know would result in a shortage of staffing, resorting to Step Six is prohibited.

The College shall notify the CCRI ESPA President prior to implementing Step Six.

1. Seniority throughout this agreement refers to primary seniority within the ESPA Union.
2. Except as modified by this Agreement, pertaining to the College Police Department, the terms of the Collective Bargaining Agreement shall remain unchanged and shall not set precedence regarding overtime generated for any other department within the College that employs MBU's.

## **MEMORANDUM OF UNDERSTANDING**

### **PARKING**

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

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE STATE OF RHODE ISLAND**

**AND**

**THE ASSOCIATION OF CLASSIFIED**

**EMPLOYEES/NEARI**

The parties hereby agree that:

A State employee in the classified service who terminates employment and is subsequently re-employed by the State shall be eligible to receive an aggregate longevity increase for the period of initial employment and subsequent employment. The Provisions of this Agreement shall be applied retroactively to those persons re-employed prior to June 1, 1980 and thereafter.

For the State

For ACE/NEA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: July 6, 1993

## LETTER OF UNDERSTANDING

### Tuition Waiver

For the duration of the current Agreement between the State, CCRI, and ESPA/NEARI, Tuition waiver is applicable only to full-time, classified MBU's ("eligible MBU's "). Waiver of fees shall be limited strictly to tuition. The individual must pay for all other fees, books, supplies, travel, and other expenses.

Tuition waiver only applies to institutions under the jurisdiction of the Council on Postsecondary Education. This waiver applies to the MBU's spouse or domestic partner, as defined in RIGL § 36-12-1, and dependent children, as defined herein, who are pursuing courses in a regular study program for credit at the first baccalaureate level only. This limitation of eligibility (pursuing courses in a regular study program for credit at the first baccalaureate level only) shall not apply to the MBU.

For purposes of this policy, "dependent children" is intended to refer to a child, as defined in Internal Revenue Code §§ 117(d), 132(h), and 152(f)(1), of the eligible MBU:

- for whom the eligible MBU is entitled to claim and does claim a dependency deduction on their federal personal income tax return under Internal Revenue Code Section 152; or
- who is described in Section 152(e) (e.g. whose parents are divorced, legally separated, or live apart; who receives at least ½ of his or her support from one or both parents; and who lives at least half time with one or both parents), even if the eligible MBU is not the custodial parent and/or does not claim the child on his or her tax return;

MBU's who seek a tuition waiver for such dependent children must execute a Dependency Affidavit in the form approved by the Council.

In the event of a MBU's death, the tuition waiver benefit shall be provided for those spouses or domestic partners, as defined in RIGL § 36-12-1, and dependent children, as defined below, who have been accepted or are enrolled at the time of such death and who maintain continuous enrollment.

However, pursuant to RIGL § 16-97-7, no eligible employee of the Council on Postsecondary Education, his or her spouse, domestic partner, or dependent children, shall receive a tuition waiver as a result of employment status with the Council on Postsecondary Education, without first consenting to the public disclosure of the existence and amount of the waiver. This applies to any waiver at the Community College of Rhode Island, Rhode Island College, and/or the University of Rhode Island.

If a MBU is an otherwise "eligible employee" but is on leave without pay as of the first day of class, neither the MBU nor his or her spouse or domestic partner, as defined in RIGL § 36-12-1, or dependent children are eligible for tuition waiver unless specifically recommended by the institution president or the Commissioner of Postsecondary Education and



approved by the Council on Postsecondary Education at a public meeting. In an emergency situation, where such a determination is needed between scheduled Council meetings, the Commissioner may make a determination and notify the Council at their next scheduled meeting. However, no such approval will be granted for a MBU who is employed by an entity that is outside of the jurisdiction of the Council of Postsecondary Education as of the first day of class, regardless of whether such MBU is on leave without pay at that time.

Tuition waivers are not applicable to non-credit courses.

\_\_\_\_\_  
For the State

\_\_\_\_\_  
For the CCRI ESPA

\_\_\_\_\_  
For the College

Date: \_\_\_\_\_

**AGREEMENT**  
**BETWEEN**  
**THE STATE OF RHODE ISLAND**  
**AND**  
**CCRI ASSOCIATION OF CLASSIFIED**  
**EMPLOYEES/NEA**

MBU's will be subject to the following regarding outings:

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

For the State of Rhode Island

For ACE/NEA

\_\_\_\_\_  
Angelo Azzinaro, Assistant Director  
Labor Relations

\_\_\_\_\_  
Jeanne Jean, President

\_\_\_\_\_  
Alfred Colonies  
Director of Personnel, CCR

Dated: May 26, 1983

**LETTER OF UNDERSTANDING**

The parties agree that in the event Chapter 36-4-63 of the Rhode Island General Law is rescinded, amended or found to be invalid for any reason, either in whole or in part, the affected provisions of the Contract will be returned to their original form (as presented in the predecessor Contract) or amended to comply with any subsequent amendment, if any, to Chapter 36-4-63.

\_\_\_\_\_  
Director of Administration

\_\_\_\_\_  
President, ACE/NEA

\_\_\_\_\_  
Assistant Director of Administration

Dated: August 16, 1983

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE STATE OF RHODE ISLAND/COMMUNITY**

**COLLEGE OF RHODE ISLAND**

**AND**

**ASSOCIATION OF CLASSIFIED EMPLOYEES/NEA**

**PAY EQUITY**

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 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 MBU's might otherwise receive by any collective bargaining agreement now or hereafter in effect. No MBU or classification shall be adversely affected by said implementation of Pay Equity.

\_\_\_\_\_  
For the State of Rhode Island

\_\_\_\_\_  
For the ACE/NEA

## **MEMORANDUM OF AGREEMENT**

### **Layoffs/Shutdowns or Pay Reductions**

MBU's may request discharge of Pay Reduction Leave "PR," coded as "RO leave," or "ROI Leave" earned in accordance with the Memorandum of Agreement dated September 22, 2009 (the "PR Agreement"), and these requests shall not be unreasonably denied. MBU's 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 MBU'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 MBU'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 a: MBU's earned entitlement to other frozen or deferred days (i.e. Sundlun days).

## MEMORANDA OF UNDERSTANDING

### PERFORMANCE DEVELOPMENT

The State's Performance Development Program (hereinafter, "PDP") is designed to encourage MBU's 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 MBU 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 MBU's are required to participate in the PDP. MBU's 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 MBU 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.

## College Police Department

### "Vendor Funded" Overtime"

1. When an independent, non-departmental party (hereinafter, "the Vendor") contracts with the College to hold an event (hereinafter, "special detail") at a College campus that requires the services of College Police Officers, the College shall offer such "special detail" assignments at a flat rate to the College Police Officers on the basis of the rotating seniority list.
2. Special details include those details funded by another institution (i.e. URI) or private company, organization (regardless of for-profit or non-profit), or enterprise in which the requesting aforementioned entity will be charged for services provided. If the funding status of a Vendor is unclear, the determination of the funding status shall rest solely with the Associate Vice President for Administration, who will retain authority to make an exception to this "special detail" agreement on a case by case basis.
3. The College shall retain sole discretion and authority to determine the number and rank of College Police Officers needed for such an event.
4. Those College Police Officers who work a "special detail" shall be paid by the College at a "flat rate" for actual hours worked. The flat rate shall be time and one half plus \$5.00 (Effective July 1, 2022, \$6.00) per hour for actual hours worked. No College Police Officer shall receive any compensation directly from the Vendor for a "special detail" assignment.
5. When overtime occurs on a Saturday, Sunday, or actual holiday and is funded by a Vendor, the MBU shall be paid by the College at time and one half plus \$10 (Effective July 1, 2022, \$12.00) per hour for actual hours worked. (This stipulated pay shall be made effective upon the ratification of this contract.)
6. If a College Police Officer is scheduled to work immediately prior to or subsequent to the event being held by the Vendor, and such scheduled shift, together with the hours to be worked for the Vendor, would result in the College Police Officer working more than sixteen (16) consecutive hours, said College Police Officer shall then be disqualified from working the special detail for the particular event in question.
7. It is understood and agreed between the parties that hours worked by College Police Officers on "special details" pursuant to this agreement shall not be "double counted" purposes of overtime. All hours worked on "special details" will be paid as "Special Detail Overtime".

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE STATE OF RHODE ISLAND AND  
THE COMMUNITY COLLEGE OF RHODE ISLAND**

**AND**

**EDUCATION SUPPORT PROFESSIONAL ASSOCIATION/NEARI**

**(Physical Plant- Vendor Funded/Overtime)**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_ 2018, by and between the Community College of Rhode Island (hereinafter, the College) and the Education Support Professional Association/NEARI (hereinafter, the Union) to provide for "Vendor-Funded" overtime for the Physical Plant, as follows:

1. When a non-state independent party (hereinafter, "the Vendor") contracts to hold an event (hereinafter, "special detail") at a CCRI campus that requires the services of Physical Plant MBU's, the College shall offer such "special detail" assignments at a flat rate to the Physical Plant MBU's on the basis of the rotating seniority list.
2. Special details include those details funded by a non-state independent party, company, organization (regardless of for-profit or non-profit), or enterprise that will be charged for services provided. If the funding status of a Vendor is unclear, the determination of the funding status shall rest solely with the Associate Vice President for Administration, who will retain authority to make an exception to this "special detail" agreement on a case by case basis.
3. The College shall retain sole discretion and authority to determine the number of Physical Plant MBU's needed for such an event and under no circumstances shall a Physical Plant MBU be assigned to a special detail during their regularly scheduled work hours.

Those Physical Plant MBU's who work a "special detail" shall be paid by the College at a "flat rate" for actual hours worked. The flat rate shall be time and one half plus \$5.00 (Effective July 1, 2022, \$6.00) per hour for actual hours worked. No Physical Plant MBU shall receive any compensation directly from the Vendor for a "special detail" assignment.

5. When the "special detail" occurs on a Saturday, Sunday, or actual holiday (not State celebrated day) and is funded by a Vendor, the MBU shall be paid by the College at time and one half plus \$10 (Effective July 1, 2022, \$12.00) per hour for actual hours worked.
6. If a Physical Plant MBU is scheduled to work immediately prior to or subsequent to the event being held by the Vendor, and such scheduled shift, together with the hours to be worked for the Vendor, would result in the Physical Plant MBU working more than sixteen (16) consecutive hours, said Physical Plant MBU shall then be disqualified from working the special detail for the particular event in question.



7. It is understood and agreed between the parties that hours worked by Physical Plant MBU's on "special details" pursuant to this agreement shall not be "double counted" for purposes of overtime. All hours worked on "special details" will be paid as "Special Detail Overtime" and shall not be counted for purposes of calculating the total number of hours worked in a week for purposes of overtime.
8. It is agreed that when a Physical Plant employee is scheduled to work a "special detail" they shall not be required to perform work outside of the duties affiliated with the event.
9. Except as modified by this Agreement, the terms of the Collective Bargaining Agreement shall remain unchanged.
10. This Agreement shall take effect on the date of execution for the last signatory. / Signatures to follow.

\_\_\_\_\_  
For CCRI (need name)

\_\_\_\_\_  
For ESPA/NEARI

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Kyle Adamonis  
Executive Director/  
Personnel Administrator, DOA

\_\_\_\_\_  
Daniel Ballirano, Esquire  
Deputy Personnel Administrator, Acting

\_\_\_\_\_  
Date:

**APPENDIX A**

**Pay Schedules**

INSERT NEW 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						

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