

**CONTRACT BY AND BETWEEN**  
**THE STATE OF RHODE ISLAND**  
**and the**  
**RHODE ISLAND LABORERS DISTRICT COUNCIL**  
**ON BEHALF OF LOCALS 808**

**DEPARTMENT OF PUBLIC DEFENDERS**  
**EE-3451A**

**July 1, 2021 – June 30, 2024**

# Content

ARTICLE 1 .....	5
RECOGNITION.....	5
ARTICLE 2 .....	6
MANAGEMENT RIGHTS.....	6
ARTICLE 3 .....	7
UNION SECURITY AND DUES DEDUCTION .....	7
ARTICLE 4 .....	9
WAGES/SALARY SCHEDULE AND HOURS OF WORK.....	9
ARTICLE 5 .....	13
SHIFT DIFFERENTIAL.....	13
ARTICLE 6 .....	14
OVERTIME .....	14
ARTICLE 7 .....	16
LONGEVITY .....	16
ARTICLE 8 .....	17
REORGANIZATION .....	17
ARTICLE 9 .....	18
SENIORITY, PROMOTIONS, VACANCIES .....	18
ARTICLE 10.....	23
VACATIONS.....	23
ARTICLE 11 .....	25
SICK LEAVE.....	25
ARTICLE 12.....	32
JURY DUTY.....	32
ARTICLE 13 .....	32
MILITARY LEAVE .....	32
ARTICLE 14 .....	34
MILITARY TRAINING LEAVE .....	34
ARTICLE 15.....	35
PERSONAL BUSINESS LEAVE .....	35
ARTICLE 16.....	35
LEAVE WITHOUT PAY .....	35
ARTICLE 17.....	36
EDUCATIONAL INCENTIVE.....	36
ARTICLE 18.....	37
PARENTAL/ADOPTION LEAVE.....	37
ARTICLE 19 .....	38
BEREAVEMENT LEAVE .....	38
ARTICLE 20 .....	39
HEALTH AND WELFARE.....	39
ARTICLE 21 .....	39
RETIREMENT.....	39
ARTICLE 22.....	40
GROUP LIFE INSURANCE .....	40
ARTICLE 23 .....	41
DISCIPLINE .....	41
ARTICLE 24.....	43
Grievance Procedure .....	43
ARTICLE 25.....	47
ARBITRATION.....	47
ARTICLE 26.....	48
HOLIDAYS .....	48

ARTICLE 27 .....	49
BULLETIN BOARDS .....	49
ARTICLE 28 .....	49
UNION COMMITTEE .....	49
ARTICLE 29 .....	50
NO STRIKES OR LOCKOUTS/CHANGES OR AMENDMENTS .....	50
ARTICLE 30 .....	50
HEALTH & SAFETY .....	50
ARTICLE 31 .....	51
CALL IN TIME .....	51
ARTICLE 32 .....	52
MILEAGE ALLOWANCE.....	52
ARTICLE 33 .....	52
Incident Weather .....	52
ARTICLE 34.....	53
MISCELLANEOUS.....	53
ARTICLE 35 .....	53
SPECIFIC BARGAINING UNIT NEGOTIATIONS.....	53
ARTICLE 36 .....	54
PARITY .....	54
ARTICLE 37.....	54
TELEWORKING.....	54
ARTICLE 38.....	56
DURATION .....	56
APPENDIX A .....	57
LIUNA PENSION.....	57
A. Pension Payments in Lieu of Negotiated Wage Increases .....	57
B. Eligible Employees for Union Pension Coverage.....	57
EXHIBIT 1 .....	58
APPENDIX B .....	60
HEALTH and WELFARE .....	60
MEMORANDUM OF UNDERSTANDING.....	71
Performance Development .....	71
MEMORANDUM OF UNDERSTANDING.....	72
PARKING .....	72
MEMORANDUM OF AGREEMENT .....	73
IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT .....	73
MEMORANDUM OF AGREEMENT .....	75
Layoffs/Shutdowns or Pay Reductions.....	75

## MEMORANDUM OF AGREEMENT

This Agreement, which has been executed on the \_\_\_ day of \_\_\_\_, \_\_\_\_\_, is effective on the \_\_\_ day of \_\_\_\_\_ 2021, by and between the State of Rhode Island (the “State”) and the Rhode Island Laborers’ District Council on behalf of Rhode Island Judicial, Professional and Technical Employees, Local Union 808, of the Laborers’ International Union of North America, AFL-CIO (the “Union”). The State and the Union are hereinafter referred to collectively as the “Parties.”

### PURPOSE

It is the purpose of this Agreement to carry out the policy of the State, as codified in Title 28 of the Rhode Island General Law, by encouraging a more harmonious and cooperative relationship between the State and the Union and to provide for the establishment of procedures for the amicable adjustment of all disputes which may arise between the State and the Union.

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the citizens of the State. To accomplish this purpose, the State and the Union encourage the highest possible degree of practical, friendly and cooperative relationships between their respective representatives at all levels and give full recognition and understanding of the respective rights and responsibilities of the parties hereto.

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 1**

### **RECOGNITION**

1.1 The State hereby recognizes the Union for the purposes of this Agreement as the sole and exclusive bargaining agent for those employees with regard to wages, hours, and working conditions for whom Rhode Island Laborers' District Council, AFL-CIO, CLC is currently certified to represent by the decision of the State Labor Relations Board as a result of the petitions submitted by the Union in the following case numbers:

EE-3451A

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

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

1.4 The Union shall not discriminate against any employee in the administration of this Agreement because of non membership in the Union.

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

1.6 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the Americans with Disabilities Act of 1990, as amended.

1.7 The parties agree to appoint Joint Committees to study Equal Employment opportunities within the bargaining units covered by this Agreement and to provide Equal Employment Opportunities to all. The parties also acknowledge their mutual obligation to prevent and prohibit discrimination.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

2.1 Subject to the terms and conditions of this Agreement and applicable law, it is understood and agreed that the Public Defender or their designee shall have sole jurisdiction over the management of the operations of the Office of the Public Defender as provided by law, including but not limited to, the work to be performed, the scheduling of work, the establishment of shifts and hours of work, the promotion of employees, fixing and maintaining standards of quality of work, methods of operations, the right to hire, transfer, discipline or discharge for just cause, and layoff because of lack of work or other legitimate concerns.

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

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

A) Notify the Union in writing of its intention six (6) months in advance of sub-contracting, and;

B) Meet with the Union prior to receiving bids or letting contracts for the purpose of discussing the problem during which discussion, the Union will be granted reasonable requested opportunities to meet with the Director of Administration or to the appropriate State officials to

discuss a desirability of sub-contracting and to develop and establish a mutually acceptable plan for protecting adversely affected employees. The State's assurance in the development of such plan would be to:

- 1) Place employees affected by the sub-contracting into available jobs which they can perform;
  - 2) Place employees laid off on a preferred hiring list for recall;
  - 3) Prohibit the hiring of any new employees to positions which the affected employees could perform;
  - 4) Attempt to waive or modify any law or regulation which would in any way deny preferred treatment of affected employees. In the event that such mutually acceptable plan is not resolved, either party may request the Federal Mediation and Conciliation Service to attempt to resolve the dispute. If such efforts do not provide a mutually acceptable plan, the Federal Mediation and Conciliation Service shall recommend steps to be taken by the parties; but in any event, employees adversely affected by sub-contracting shall be enabled to utilize their seniority rights as established in this agreement;
- C) The State will not sub-contract work capriciously.

### **ARTICLE 3**

#### **UNION SECURITY AND DUES DEDUCTION**

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

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

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

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

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

3.6 The State recognizes that it is a matter within the discretion of the Union to increase dues and/or non-member fees lawfully and in accordance with its constitution and by-



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

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

3.8 Effective upon ratification of this Agreement, the State shall provide the Union designated representative, on a quarterly basis, the following information on every employee within the respective bargaining units: name, address, employee I.D. number, date of hire, classification and department.

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

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

**ARTICLE 4**

**WAGES/SALARY SCHEDULE AND HOURS OF WORK**

4.1 The collective bargaining agreement commencing July 1, 2021 and expiring June 30, 2024, shall provide for a retroactive wage increase for all bargaining unit members as follows:

- a) The payroll date immediately prior to July 1, 2021 (6/21/21) +2.5%
- b) The payroll date immediately prior to July 1, 2022 (6/19/22) +2.5%
- c) The payroll date immediately prior to July 1, 2023 (6/18/23) +2.5%

4.2 To provide employees a retention bonus to remain employed with the State, all employees currently employed by the State upon the ratification of this agreement shall receive a payment of fifteen hundred dollars (\$1500.00) presented in a separate check. Employees actively employed by the State on July 1, 2022, shall receive an additional fifteen hundred dollars (\$1500.00) presented in a separate check.

4.3 The State agrees to pay a wage scale as indicated in this article. Such wage increases shall be subject to such modifications as are contained in Appendix A (“LIUNA Pension”).

Classifications, including but not limited to, are as follows: and can be found at the State of Rhode Island HR Website <http://www.hr.ri.gov/classification/classified/unclassified>

**CLASSIFICATIONS AND PAY GRADES**

Deputy Chief Investigator	Grade 26
Investigator II	Grade 23

Investigator I	Grade 21
Case Management Coordinator	Grade 19
Administrative Secretary	Grade 17
Legal Secretary I	Grade 15
Legal Secretary II	Grade 13
Social Services Caseworker	Grade 21

4.4 An employee in the unclassified service or with temporary service shall receive a one-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.

4.5 All work days and work hours shall not be changed until first discussed with the Union and with ten (10) days' notice to the Union. In the event it becomes necessary to make any changes in any area, the parties hereto shall make every effort to agree mutually on said changes subject to the grievance procedure and arbitration provision of this Agreement.

4.6 It is hereby agreed upon that there shall be four (4) basic workweeks as follows:

1. Standard 35.0 Hours – A 35-hour workweek (five consecutive days of seven consecutive hours), exclusive of unpaid lunch periods. It is agreed that, for new and vacant positions with a 35-hour workweek, management has the right to include Saturday and/or Sunday as part of the regular workweek, provided that the Union is notified of such action and gives its approval which will not be unreasonably withheld. Any dispute hereunder will be subject to expedited arbitration.
2. Standard 40.0 Hours – A 40-hour workweek (five 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.

It is recognized that there are now other work schedules peculiar to certain classes of position which are recognized by the State and the Union and such exceptions shall remain in full force and effect.

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

4.7 When an employee 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 employee 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 an employee to work in a higher class of position shall be given to the employee within twenty-four (24) hours of said direction, and an employee may refuse such assignment if they does not receive such written authorization or direction.

The Local Union Business Manager t or appropriate Union official shall be notified either in writing or electronically, of every bargaining unit members assigned to work in a higher class of position pursuant to this article.

A three-day rule assignment for a bargaining unit position that is created by illness leave, injury leave, workers compensation leave, military leave or other leave where the employee has not vacated the position (“Encumbered Positions”) will not exceed twelve (12) months. If at the

end of the twelve (12) month period, the vacated position remains an Encumbered Position, the State may fill the position with additional three-day rule assignments of other employees. If at the end of the twelve (12) month period the position is not Encumbered, it will be posted as a vacant position in accordance with Article 8.2 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 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 8.2 of the collective bargaining agreement provided the position is funded and approved to be filled. The nine (9) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

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

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

4.8 Employees who work at least sixteen (16) hours a week shall be entitled to Vacation, Sick Leave, and Personal Leave on a pro-rata basis in accordance with the present practice.

4.9 Employees shall be granted two fifteen (15) minute coffee breaks, one during the first half and the other one during the second half of their work day. All employees shall be granted a meal period of not less than one-half hour duration nor more than one hour duration during each work day to be determined by the work day schedule that applies.

## **ARTICLE 5**

## **SHIFT DIFFERENTIAL**

5.1 All employees shall be compensated at the rate of seventy cents (70¢) per hour shift differential pay for all evening or night hours of duty commencing on or after 3:00 p.m. and ending on or before 8:00 a.m.

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

5.3 Employees hired into state service on or after June 29, 2014 shall not receive shift differentials for hours worked between 7 a.m. and 3 p.m. Shift differentials will only be paid in accordance with agreed upon contract language.

## **ARTICLE 6**

### **OVERTIME**

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

6.2 Overtime work shall be defined as the required performance of work which is in excess of the established workweek.

6.3 Non-Standard, Non-Exempt Work Employees so classified by the Personnel Administrator who work more than forty (40) hours in a work week shall receive overtime pay at time and one half for all hours worked in excess of forty (40) hours. Employees so classified are listed below, which will be provided by the State within ninety (90) days of the signing of this Agreement. The number of hours in an employees' regular work week will not be increased as a consequence of this paragraph.

6.4 Time and one-half shall be paid in each and any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime.

Hours of work performed in excess of forty (40) hours and in those classes of positions which it is applicable hours of work performed in excess of thirty-five (35) hours in any week, with the following exception:

When funds become unavailable within the Department to pay cash for work performed between thirty-five (35) and forty (40) hours for employees on the thirty-five (35) hour workweek, compensatory time shall be credited to the affected employee at the rate of one and one-half times such hours. However, in any event, an employee may elect to take compensatory time in lieu of cash for the hours between thirty-five (35) and forty (40). The discharge of such compensatory time must be scheduled and approved by the Appointing Authority and cannot require the use of overtime work by other employees to cover such absence. The accumulation of such compensatory time cannot be carried over from one calendar year to another.

Any employee who accrues compensatory time must discharge such compensatory time in the same fiscal year in which it is earned. Compensatory time which is not discharged within the year that it is earned shall be paid for by the State in the last pay period of that fiscal year. Any failure by the State to make such payments within two (2) pay periods, may at the option of the Union, be referred to expedited arbitration.

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

B. The terms of this paragraph apply to Independence Day, Veterans Day, Christmas Day and New Year's Day. An employee whose regular work week is Monday through Friday who works on the observance day of any such holiday shall be entitled to overtime compensation for all hours worked or a portion thereof. An employee whose regular work week includes Saturday and/or Sunday, who actually works on such a holiday when it falls on a Saturday or Sunday, may be compensated with holiday pay on the actual Saturday or Sunday worked rather than on the celebrated Monday. Such employees shall not receive holiday pay on the Monday.

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

6.7 Hours which are paid for, but not actually worked, except holidays, vacation days, personal days, jury duty, and leave for death in the employee's immediate family shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime compensation, as per RIGL 36-4-63, as amended.

6.8 Overtime shall be offered to employees eligible for overtime on the basis of their seniority in their classification within the work location and class of position in which they are employed. An employee offered overtime will be excused at his request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until his name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and work location in which overtime work is assigned voluntarily accept the assignment, the State may direct and



require employees within the classification to perform the work. Such required overtime assignments shall be made in the reverse order of seniority.

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

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

## **ARTICLE 7**

### **LONGEVITY**

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

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

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

## ARTICLE 8

### REORGANIZATION

8.1 Subject to the following provisions, the Union recognizes the State's right to reorganize. The following parameters shall be followed by the parties when a reorganization is necessitated by an Executive Order or legislation.

1. The State shall notify the Rhode Island Laborers' District Council and the affected Business Managers at least fifteen (15) calendar days in advance of notification to bargaining unit member of its intention to reorganize.

2. The Union and the State shall meet immediately to review and discuss the State's plan for such reorganization and any proposed alternatives or changes.

3. That plan shall include a thirty (30) day notification to the affected employees.

4. Affected employees shall be given the right to bid on new assignments by primary seniority.

Affected employees who have no available assignments within their classification will be offered vacant positions which the State intends to fill and which have been posted and not filled, by order of State seniority, including positions of equal pay and positions in lower classes all without loss of pay.

5. Any employee affected by reorganization who does not exercise seniority to fill any such available comparable assignment or vacancy without loss of pay will be allowed to displace the least senior employee not directly involved in the reorganization in classification within the bargaining unit. If the employee cannot displace the least senior employee in class, the employee will displace the least senior employee in any class, in the bargaining unit, which such employee is qualified and able to fill. The employee displaced shall take whatever comparable assignment or vacancy is available without loss of pay, by State seniority. The

rights of the displacing employee and of the bumpee shall be to a position in an equal or lower class, but not in a higher class.

6. In cases where an entire operation is moved from one location to another, all affected employees will be redeployed (to the new location).

7. In the event that the number of employees affected by reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by layoff/recall provisions of the applicable Collective Bargaining Agreement.

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

9. Any changes in shifts and/or days off only shall not constitute a reorganization under this Section.

## **ARTICLE 9**

### **SENIORITY, PROMOTIONS, VACANCIES**

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

9.2 Seniority is defined in the following manner: A) Primary Seniority - Length of service within a class of position. B) Secondary Seniority - Length of service within a lower class of position within this bargaining unit. C) State Seniority - Length of service for the State of Rhode Island.

9.3 Unless otherwise stated, when primary seniority is the same among employees, secondary seniority shall be used. When secondary seniority is the same among employees, state seniority shall be used.

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

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

9.5 Transfers. Employees may bid for a lateral transfer, the appointment shall be made from the top three primary seniority employees of the bargaining unit so bidding. Where it is determined that all factors, of the candidates, for the position are equal seniority will be the governing factor.

9.6 Vacancies: All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union's Executive Director and local Union Business Manager or other designated officials at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities website. Employees shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings.

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

9.8 Promotion Selection: The State reserves the right to select for promotion from among the top six (6) applicants on the promotion list from any bargaining unit covered by this Global Agreement but not necessarily from the bargaining unit where the vacancy exists. This supersedes any local contract provision which limits the selection to the top three applicants.

Where there are less than three (3) employees eligible for appointment from a certified promotional list, then any other suitable list may be used.

Where there are less than three (3) eligible employees from within the bargaining unit, an effort will be made to fill the vacancy from within the bargaining unit; however, selection shall not be mandated to be made from within said unit.

Where no list exists for certification, all new and vacant positions shall be filled from within the bargaining unit in which the new or vacant position exists, from the top three (3) State Seniority employees.

All non-competitive positions shall be filled from within the bargaining unit by the top three (3) seniority bidders. Where it is determined that all factors of the candidates for the position are equal, seniority will be the governing factor.

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

9.10 The Executive Administrative Aide shall prepare and forward to the Business Manager of the Union a seniority list of employees by class of positions. Seniority lists shall be

revised when necessary and shall be prepared and posted on approved bulletin boards, showing the employee's name, class of position and seniority.

9.11 The six months probationary period shall mean 130 days worked in the class of Position.

9.12 Any employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications or for the good of the service. It is intended that "probationary period" in the above sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.

9.13 In the event of layoff, employees shall be laid off in the following order according to seniority:

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

Two weeks' notice of layoff shall be given to the employee so affected.

In the event of recall, the order of layoff described above shall be reversed.

A probationary period shall not be required in the event of demotion.

Any employee who holds full status and has been laid off shall have his name placed on an appropriate re-employment list of three (3) years from the date of termination. Seniority shall accrue to such employee while on said re-employment list.

9.14 No provision of a LIUNA collective bargaining agreement will prohibit overtime while LIUNA employees remain on layoff.

9.15 Union Stewards, not to exceed two (2), shall be considered senior in service for layoff purposes only.

9.16 When the Public Defender exercises their authority to assign personnel to a county office, or other assignments, they will take into consideration the employee's seniority, place of residence, previous work experience, and such factors as they may deem to be appropriate.

9.17 The parties acknowledge that the position of part-time data entry aide was created to serve special temporary assignment requirement and that the Public Defender and their designee shall have the authority to assign employees classified as part-time data entry aides to any office location, without restriction and said action shall not violate Sections 9.12 and 9.16. However, said employees shall qualify for travel reimbursement pursuant to Section 32.1.

## **ARTICLE 10**

### **VACATIONS**

10.1 On January 1st of each year, employees shall be credited with vacation hours in accordance with the following schedule. Said hours shall not be subject to accrual and shall be designated as "Up Front Hours." The balance of an employee's vacation entitlement shall be subject to accrual in accordance with the following schedule.

10.2 In the event that an employee's workweek schedule is changed from a standard forty (40) hour workweek to a standard thirty-five (35) hour workweek or in the event that an employee's workweek is changed from a standard thirty-five hour workweek to a standard forty (40) hour workweek, their accrued hours shall not be adjusted to reflect an equivalent number of days vacation in the new workweek schedule. For example: If any employee is entitled to a total of fifteen (15) days vacation and is assigned to work in a standard forty (40) hour workweek is changed to a standard thirty-five (35) hour workweek, the hours accrued pursuant to the formula for a standard forty (40) hour workweek shall not be reduced to reflect an equivalent of seven hour days vacation that would have been accrued in a standard thirty-five (35) hour

workweek schedule. Conversely, if an employee assigned to a thirty-five (35) hour workweek is changed to a standard forty (40) hour workweek, their accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hours vacation that would have been.

10.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

10.4 Vacation leave assignments shall be made in a fair and equitable manner. Each employee shall be allowed to take at least two (2) consecutive weeks (i.e. seventy (70) hours 35 hour employee or eighty (80) hours 40 hour employees) of vacation 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. Should a question arise between the employees as to when their vacation time will be taken, the senior employee shall have preference.

10.5 Employees will be permitted to carry over from one year to a second consecutive year vacation time accrued and credited in one year, provided such carryover days to a second consecutive year shall be for use only and shall not be subject to cash out under any provision of contract or statute beyond the number of vacation days which were eligible for cash out in the first year of such carryover.

10.6 Should a question arise between employees as to when their vacation will be taken, the senior employee shall have preference. Seniority should be judged in the following order; Primary, if tied then Secondary, if tied then State.

10.7 Employees shall be allowed to carry over from one year to another not more than the vacation time accrued and credited in one year.



10.8 All summer vacations, which shall be defined as Memorial Day to Labor Day, must be requested in writing to the appointing Authority or their designee no later than May 1.

Employees shall be notified in writing by May 15, whether such request has been approved or denied. Approval of such request may not be rescinded except by mutual agreement of the parties.

SCHEDULE

<u>Years of Service</u>	<u>Up Front Hours</u>	<u>Hours Subject to Accrual</u>	<u>Total</u>
	<u>35</u> <u>40</u>		
		<u>35</u> <u>40</u>	
At least 6 mos. but not more than 5 yrs.	14 16	56 64	70 80
At least 5 yrs. but not more than 10 yrs.	14 16	91 104	105 120
At least 10 yrs. but not more than 15 yrs.	28 32	98 112	126 140
At least 15 yrs. but not more than 20 yrs.	28 32	112 128	140 160
At least 20 yrs. but not more than 25 yrs.	63 72	119 136	182 208
Twenty-five yrs. or more	63 72	133 152	196 224

SCHEDULE OF ACCRUAL

	<u>Hours Subject to Accrual</u>	
<u>35 hours</u>	<u>40 hours</u>	<u>Rate</u>
56	64	.0308
91	104	.0500
98	112	.0538
112	128	.0615
119	136	.0654
133	152	.0731

“Up Front Hours” shall be indicated on the employee’s Accrued Hours Quarterly Statement. The employee’s balance of vacation entitlement shall be indicated by a separate entry on the Accrued Hours Quarterly Statement.

## **ARTICLE 11**

### **SICK LEAVE**

11.1 Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness or death in the immediate family of the employee (per death) or with appropriate medical documentation necessary attendance upon a member of the immediate family who is ill. Such sick leave for an immediate family member shall be up to a maximum of twenty (20) days of accrued sick leave per year for attendance upon member of the immediate family who is ill, subject to the provisions of Section 5.0623 of the Personnel Rules in effect at this time. The definition of “Immediate Family” for the purpose of sick leave and bereavement leave, shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

11.2 Employees whose basic workweek is thirty-five (35) hours shall accrue four (4) hours for each bi-weekly period of service; employees whose basic workweek is forty (40) hours shall accrue five (5) hours for each bi-weekly period of service.

11.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five (35) hour schedule and 1000 hours (125 days) for an employee assigned

to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

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

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

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

11.5

- (a) For each discharge of leave of three (3) to less than five (5) consecutive days, the employee's appointing authority shall require, and the worker shall provide, a properly completed Employee Certification of Necessary Absence Form (Affidavit).
- (b) For each discharge of leave of five (5) or more consecutive days, the employee's appointing authority shall require, and the employee shall provide properly completed employee and physician portions of the appropriate United States Department of Labor form (currently WH-380-E, WH-380-F, WH-384 or WH-385) as provided by the Division of Human Resources. For purposes of verification, the form may be completed by the employee'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.

- (c) A pregnant employee, so certified by the employee's 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 anytime said employee 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.
- (d) In order for the appointing authority to designate an absence as FMLA qualifying leave, the employee must provide the appropriate federal form referenced in (b).
- (e) Nothing herein exempts the employee's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.
- (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 employee will be required to provide such documentation.
- (g) To protect employee privacy rights, all documents containing confidential medical information are maintained as confidential medical records and are kept in separate, secure medical files in the Human Resources Service Center office. Access to these records is restricted as provided by law.
- (h) Nothing herein shall adversely affect an employee's right to leave under either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible employee's leave under such laws.
- (i) Nothing herein shall be construed to conflict with G.L. 1956 § 36-4-63.

### Workers' Compensation

11.6 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation Law, he shall be granted sick or vacation leave in accordance with the applicable statutes. Deductions from such accumulated leave credits shall be applied only to that part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed eighty three and one-third (83.3%) percent of the regular salary for a given pay period. When an employee is absent from work due to a compensable injury, he shall be placed on leave during such absence.

### Transitional Employment

11.7 Consistent with the provisions of the Collective Bargaining Agreement The parties recognize the desirability of temporary light duty assignments as a means of returning injured workers to productive employment.

The Public Defender, or their designee and with the agreement of the Union, shall define and assign transitional employment for bargaining unit employees who have job related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon receipt of clearly defined medical verification and subject to the terms herein, the parties hereto shall agree to modify the tasks of the injured employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury, and consistent with the needs of the department.

If no transitional employment is available in the employee's classification, the employee may be offered work outside their classification on a limited basis with approval of the Union.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the Union, the Appointing Authority and the employee. The transitional employment period shall not exceed six (6) months unless mutually

agreed upon by the Union, the Appointing Authority and the employee, with supporting medical documentation. In addition, the employee shall submit medical documentation on a monthly basis to the Appointing Authority.

If the employee cannot return to their classification and/or assignment based upon medical verification after attaining maximum medical improvement, the State shall attempt to assist the employee with other employment, education, or training in State service within the bargaining unit in accordance with the Contract and the Workers' Compensation Laws.

If the injury is not job-related and the employee requests to return to work, the Appointing Authority, upon receipt of medical verification that the injured employee can perform limited tasks in their classification, subject to the needs of the Department, and with the agreement of the Union, may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave.

Any such transitional employee will not displace or otherwise adversely affect any bargaining unit member while participating in the program. Nothing within this provision shall abrogate any existing statutory rights or the responsibilities, including those contained in Title 28 or 42-87 of the R.I.G.L. or in the "Americans with Disabilities Act of 1990."

### Sick Bank

11.8 A. The State and the Union agree to establish a Sick Leave Bank Committee which shall be responsible to administer a Sick Leave Bank in each bargaining unit covered by the Global Agreement. A separate Sick Leave Bank may be established in a particular department by mutual agreement.

B. Each Sick Leave Bank Committee shall be composed of four members, two (2) of whom shall be appointed by the Business Manager of the Union and two (2) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees

who have contributed to the Sick Leave Bank. Each Sick Leave Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Decisions of the Sick Leave Bank Committee shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

C. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:

1. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.

2. The Committee must require adequate evidence of catastrophic illness or injury which is not job-related.

3. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.

4. Employees must make pledges to the Sick Leave Bank by January 15 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.

5. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall pledge eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven hours of sick leave if assigned to a thirty-five (35) hour work week.

6. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.

7. 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.

D. All pledges shall expire on December 31 of each year. Pledged amounts shall not be deducted from an employee's accrual balance unless and until said hours are granted to an applicant by approval of the Sick Leave Bank Committee.

E. If during the calendar year the Sick Leave Bank falls below three fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours or 7 hours) from those employees who made a contribution by January 15 of that calendar year.

11.9. 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 committees will meet on a monthly basis. The committee will discuss alternatives to the existing sick leave policies and structure and alternatives such as group short term disability insurance.

## **ARTICLE 12**

### **JURY DUTY**

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



12.2 Every employee covered by this Agreement who is subpoenaed to appear in court on State business on a day off or during vacation, shall be compensated for the time expended. Any employee who expends time in accordance with this section shall be paid at the rate of time and one half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

## ARTICLE 13

### MILITARY LEAVE

13.1 Every employee covered by this contract who has left or shall leave said position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in Rhode Island National Guard or Naval Reserve, when any of the foregoing units are called to active federal duty, or 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 months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

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

13.3. Employees who are called up to military duty in defense of our Nation and mobilized in excess of sixty (60) days shall be paid the difference between the employee's State

salary and military base pay for as long as the employee remains deployed on active duty. If the employee provides documentation of their military base pay rate, the State shall provide for payments under this Section on an on-going basis through direct deposit or other payment method. The employee shall notify the State at the conclusion of the period of mobilization, so that adjustments may be made to reflect actual military base pay received. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

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

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

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

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

## **ARTICLE 14**

### **MILITARY TRAINING LEAVE**

14.1 Employees covered by this Agreement who, by reason of membership in the United States Military, Naval or Air Reserve or 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) days in any one Federal fiscal year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

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

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

## **ARTICLE 15**

### **PERSONAL BUSINESS LEAVE**

15.1 The State shall allow each employee a maximum of thirty-two (32) hours leave for a 40 hour workweek and twenty-eight (28) hours for a 35 hour workweek pay per calendar year to be used for personal business and/or religious observance.

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

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

15.4 Employees originally appointed prior to April 1st shall be entitled to 32 hours-28 hours personal leave as provided in this Article.

Employees originally appointed between April 2nd and prior to June 30th shall be entitled to 24 hours-21 hours personal leave days as provided in this Article.

Employees originally appointed after July 1st and prior to September 30th shall be entitled to 16 hours-14 hours personal leave as provided in this Article.

Employees originally appointed after October 1st shall be entitled to 8 hours-7 hours personal leave as provided in this Article.

## **ARTICLE 16**

### **LEAVE WITHOUT PAY**

16.1 It is agreed that upon written application, bargaining unit employees may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for transfers to a different class, promotions, reasons of personal illness, disability, or otherwise deemed proper and approved by the Appointing Authority and the Personnel Director.

16.2 An employee shall discharge all applicable accrued leave before being granted leave without pay, however, at the employee's discretion they may choose not to discharge up to one (1) week sick leave, one (1) week vacation leave, R0 and R1 days and four (4) personal days. 16.3 At the expiration of such leave, unless the employee chooses to remain in a different class to which he had transferred or to a different position to which he had been promoted, the employee shall be returned to the shift from which he is on leave at the same step of the then current range for that class of position.

16.4 Seniority shall be retained and shall accumulate during all leaves without pay, except for a leave to protect status.

## **ARTICLE 17**

## EDUCATIONAL INCENTIVE

17.1 A. Persons employed prior to July 1, 2001 may retain said increment but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of their employment with the State.

B. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to DOA's Office of Training and Development a written form giving up career increment retention under Paragraph 1.

C. Persons first employed on or after July 1, 2001 shall retain said increment for not more than four years; provided they 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.

D. The "increment" hereunder is a one-step pay increment next above an employee's current base step (if any employee is at the maximum of the grade, is equal in amount to the difference between the last step in the pay range and that step immediately prior to it)

## Tuition Reimbursement Program

17.2 Tuition Reimbursement Program. An educational benefit will be made available to all members of the bargaining unit in accordance with the following:

1. Tuition reimbursement shall be funded by the Department in an amount not to exceed \$1500 per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.

2. Employees shall be allowed to attend courses outside the employee's normal working hours.

3. An Education Committee shall be established consisting of two (2) members from the state and two (2) Union members appointed by the Business Manager of Local

Union 808 said committee shall appoint a fifth member who shall be the chairperson. The Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate and graduate programs, and the career programs.

4. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of State seniority. Courses qualify if they are part of a degree granting program or are job related technical or professional or GED or Technical or Trade School. To qualify for reimbursement, the applicant must receive a minimum grade of "C" for undergraduate courses; "B" for graduate courses.

## **ARTICLE 18**

### **PARENTAL/ADOPTION LEAVE**

18.1 Parental/adoption leave shall be defined as leave without pay for the purpose of child raising and shall be made available to all employees, male or female, covered by this Agreement. Such leave shall be granted for a period of six (6) months, subject to automatic renewal upon request of the employee at least thirty (30) days prior to expiration of the leave period. Parental/adoption leave shall not exceed a period of one year.

At the expiration of parental/adoption leave, the employee shall be restored to the position and shift held by the employee when the leave commenced, or to a position with equivalent seniority, status, employment benefits, pay, and other terms and conditions of employment including fringe benefits and service credits that the employee had been entitled to at the commencement of leave.

## **ARTICLE 19**

## BEREAVEMENT LEAVE

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

- (a) four (4) days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, step-parent, brother, sister, step-brother, or step-sister;
- (b) three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household;
- (c) one (1) day in the case of the death of an aunt, uncle, sister-in-law or brother-in-law, niece, nephew or cousin.

If more than the above days of bereavement leave are needed, such additional time must be charged to annual or personal leave. Sick leave requests must be in accordance with the provisions of Article 11, Sick Leave.

## ARTICLE 20

### HEALTH AND WELFARE

20.1 A. The State will maintain the current health benefits through December 31, 2018, through a product provided by Blue Cross Blue Shield, or a substantially equivalent package of benefits delivered through a PPO, except as modified as set forth herein. See Appendix B.

B. Notwithstanding any provision of the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, co-share charges for health

insurance, dental insurance, or vision care insurance, employee waiver payment, or wages, based on the terms of the collective bargaining agreements between the State and either the Howard Union of Teachers or the Rhode Island Troopers Association.

## **ARTICLE 21**

### **RETIREMENT**

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

21.2 See also Appendix A ("LIUNA Pension").

## **ARTICLE 22**

### **GROUP LIFE INSURANCE**

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

22.2 The following provisions of the insurance program are set forth herein:



- A. Each new employee will be automatically covered, unless such employee designates in writing that he desires not to be insured.
- B. Each covered employee will be provided with an amount of group life insurance equal to the amount of his annual compensation taken to the next higher multiple of one thousand dollars (\$1,000.00) plus an equal amount of group accidental death insurance with dismemberment coverage.
- C. Each such amounts of insurance will be reduced by one percent (1%) thereof at the end of each calendar month following the date the employee attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five (25%) of the coverage in force immediately prior to the employee's sixty-fifth (65th) birthday.
- D. The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (25¢) bi-weekly for each one thousand dollars (\$1,000.00) of his group life insurance.
- E. Upon an employee's termination from State service, the policy may be converted to an individual policy of life insurance at standard rates.

## **ARTICLE 23**

### **DISCIPLINE**

23.1 A meeting, between an employee and his supervisor and/or the Appointing Authority (or designee), during which the principal topic of discussion is discipline or potential discipline, will entitle the employee to be informed of his right to have a Union representative present. If the employee requests the presence of a Union representative, the State will honor that request.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined below.

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

1. Counseling
2. Oral Reprimand
3. Written Reprimand
4. Suspension
5. Demotion (where appropriate)
6. Discharge

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

If the Appointing Authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee and shall be considered counseling. A record of oral reprimands shall be made and placed in the employee's personnel file with a copy to the employee. Oral reprimands shall be removed from the personnel file after one (1) year. After a period of (2) two years, if the employee has not committed any further infractions of appropriate rules and regulations, any written reprimands shall be expunged from the employee's personnel records. After a period of (4) four years, if the employee has not committed any further infractions of appropriate rules and regulations, suspensions of (5) five days or less will automatically be removed from the employee's personnel records. The preceding sentence shall apply to suspensions of (5) five days of less issued prior to and after the ratification of this agreement.

#### 23.1(a) Privacy of Employees Records

It is agreed that the contents of an employee's personnel file, including but not limited to, employment applications, CS-3's and related forms (excluding background investigation results), test results, documented disciplinary action and all grievance settlements shall be considered private and shall be made available only to the employee, the Union, (with the employee's consent) the Appointing Authority, and the Office of Employee Relations.

23.2 When the Appointing Authority proposes to discipline an employee, except for counseling, oral reprimand, or written reprimand, the following procedures will apply:

- A. The employee will be given a speedy (prompt) hearing. When necessary, at the discretion of the Appointing Authority and depending on the nature of the charges, the employee will be placed on administrative leave (leave with pay) pursuant to Personnel Rule 6.02, for a maximum of three (3) working days within which time the Administration will conduct a hearing.
- B. If "administration" requires additional time beyond the three (3) working days administrative leave, to prepare for the hearing, the employee will be continued on administrative leave until the hearing is held. In no case shall Administrative leave exceed 10 days.
- C. If the Union and/or the employee require additional time beyond the maximum of three (3) working days administrative leave, to prepare for the hearing, the employee will be placed on leave without pay. In no case shall such leave without pay exceed 10 days.
- D. In any event a hearing shall commence no later than 10 days after notice that a suspension or discharge has been imposed and a written decision shall be rendered within 15 days of the conclusion of the hearing.

23.3 It is agreed that an Appointing Authority may dismiss, demote or suspend an employee for just cause.

23.4 An employee against whom a disciplinary action which results in a demotion or dismissal that has been taken may appeal the decision and proceed immediately to a hearing under Step 2 of the grievance procedures set forth below.

23.5 In the case of demotion the Appointing Authority shall give the Personnel Administrator, the employee, and the Union written notice of his intention to affect the demotion not less than fifteen (15) days before the date it is intended to become effective.

23.6 In all other cases the employee and the Union shall be notified on or before the effective date of such action.

23.7 In the event that an employee is dismissed, demoted, or suspended under this Section, and such employee appeals such action, and his appeal is sustained, he shall be made whole under the terms and provisions of this Agreement.

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

## **ARTICLE 24**

### **Grievance Procedure**

Section 1. The purpose of this procedure is to provide a mutually acceptable method for the prompt and equitable settlement of grievances over the interpretation, application, or violation of this agreement.

Section 2. For the purpose of this agreement a grievance is defined as any difference or dispute between the State and the Union, or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement.

Section 3. There shall be a grievance procedure as follows:

#### Step 1.

A grievance shall be presented in writing by the aggrieved employee and/or by the Union to either the immediate supervisor or other designee of the Department within twenty-one (21)

days of the employee's and/or Union's knowledge of the occurrence of such grievance.

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

#### Step 2.

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

#### Step 3.

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

#### Section 4. (Miscellaneous Provisions)

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

All grievance hearings held under the 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 this 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 records, as necessary. Requests shall be made at least seven (7) days in advance of the grievance hearing. The State shall comply with the request within 48 hours.

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

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

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

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

grievance procedure.

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

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

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

## **ARTICLE 25**

### **ARBITRATION**

25.1 If a grievance is not settled under Article XXIII, 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) in accordance with their rules then in effect. Cases filed for arbitration will remain with the American Arbitration Association or the Labor Relations Connection, as the case may be, until their completion.

25.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be born equally by the parties.

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

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

25.5 All submissions in arbitration must be made within thirty (30) days after the grievance procedure decision.

25.6 Fast Track Arbitration. (Relating only to grievances/arbitrations heretofore existing or arising in calendar year 1996).

A panel of six (6) arbitrators mutually selected shall hear cases on a rotating basis, not less than one day each month. The parties shall mutually select not less than three (3) nor more than four (4) cases to be heard on any day. The cost of arbitration shall be shared equally by the parties. A brief, summary decision shall be provided by the arbitrator within five (5) working days of hearing. The decision will be final and binding, but not precedential. The procedure shall expire automatically on June 30, 1997, unless the parties mutually agree to extend it.

25.7 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 26**

### **HOLIDAYS**



26.1 The following shall constitute the official holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Veterans' Day
- Victory Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day
- Any day on which a general election of officers is held as Election Day
- Any day which the Governor shall appoint as a holiday
- Any day which shall hereafter be appointed by the General Assembly to be a holiday.

26.2 Each employee shall be entitled to time off at his regular rate of pay for the holidays specified above when such holidays fall on their regularly scheduled work day, and they shall be credited with the number of hours in their official work schedule for the day.

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

26.4 Whenever an employee in a standard workweek (35 hour or 40 hour weekly) is required to work on a holiday which falls on his/her 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 (1-1/2) times. When a non-standard employee is required to work on a holiday which falls on their regularly scheduled work day, they shall be compensated for an additional seven (7) hours at their base hourly pay rate.

26.5 If the General Assembly eliminate a holiday, the employees covered by this Contract will be given an additional Personal Leave day. If the General Assembly subsequently adds a holiday, the additional Personal Leave day previously granted will be withdrawn.

## **ARTICLE 27**

### **BULLETIN BOARDS**

27.1 The State agrees to provide reasonably bulletin board space for exclusive use by the Union where notices may be posted.

## **ARTICLE 28**

### **UNION COMMITTEE**

28.1 Designated union members or officers shall be granted time with pay during working hours to investigate and to settle grievances and to attend hearings and meetings and conferences on contract negotiations with State officials. Such time shall be with the prior approval of the appropriate chief administrative officer or designee involved, and such approval shall not be unreasonably withheld. The parties agree and acknowledge that the accountability of the use of paid leave for Union Business is a legitimate management concern.

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

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

28.4 Union staff representatives shall be provided access to bargaining unit worksites for the purpose of investigating and resolving grievances and conducting Union business.

28.5 Union Stewards shall be considered senior in service in the class of position for layoffs purposes only.

## **ARTICLE 29**

### **NO STRIKES OR LOCKOUTS/CHANGES OR AMENDMENTS**

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

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

29.3 It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement, except by mutual consent, in writing, of the parties hereto.

## **ARTICLE 30**

### **HEALTH & SAFETY**

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

30.2 A safety committee shall be appointed, composed of two (2) representatives selected by the Union and two (2) representatives by the State. Said committee shall appoint a fifth person who shall be the chairman and shall meet when it is determined by two or more members that such a meeting is warranted.

30.3 Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of

employees and the public. The State shall make every reasonable effort to provide and maintain safe working conditions with regard to employees' health and safety.

30.4 Standard issue of equipment, the State shall furnish each investigator and/or replace the same when required due to reasonable wear and tear, the following issue of equipment:

The State shall also furnish the following, for collective use by officer personnel:

1. 500 walking tape measure
2. 50' tape measure
3. Measuring Wheel
4. Digital Audio Recorder
5. Digital Camera

Each investigator shall be accountable for and shall be required to sign out on each occasion any equipment under collective use.

30.5 The State shall replace in kind clothing, eyeglasses and watches of an employee which are damaged while the employee is performing his regular duties. Such proof of damages shall be the responsibility of the employee to prove to the appointing authority by virtue of special incident reports and turning in the damaged clothing, eyeglasses or watches. The dollar value for replacement or repair will not exceed twenty-five dollars (\$25.00) for watches.

## ARTICLE 31

### CALL IN TIME

31.1 It is agreed that any employee reporting for work on any regularly scheduled work day, unless notified during the preceding day not to do so, will be permitted to complete at least a half of a day (1/2) period and may be assigned other than his regular work within his physical capacity at his established rate of pay.

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

31.3 Employees who are directed by the appointing authority or their designee to be on standby duty shall be compensated \$1.00 per hour “standby” for each hour and shall be compensated per Section 30.2 upon reporting to work. Employees shall report as soon as possible but no later than within (45) minutes after being called in to report in order to receive “stand by”. Said forty five (45) minute requirement shall be excused due to extenuating circumstances and reasonable travel requirements.

## **ARTICLE 32**

### **MILEAGE ALLOWANCE**

32.1 Any employee authorized by the appointing authority to use their personal car in carrying out their official duties shall be compensated at the rate set by the Internal Revenue Service.

## **ARTICLE 33**

### **Inclement Weather**

#### **33.1 Inclement Weather.**

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

1. The Department of Administration shall determine the designated starting time of the emergency.

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

## **ARTICLE 34**

### **MISCELLANEOUS**

34.1 Annual Outings: The parties shall continue their past practice of granting time off for annual employee outings.

34.2 Employee Evaluation: The Union recognizes and agrees that the State has the right to perform personnel performance reviews. The State and the Union agree to form a committee composed of five members. The Union shall select two members, the State shall select two members and the fifth member shall be the Personnel Administrator or designee. The Committee shall meet and develop a Personnel Performance Review Document.

## **ARTICLE 35**

### **SPECIFIC BARGAINING UNIT NEGOTIATIONS**

35.1 It is recognized by the parties that there may be hours and working conditions peculiar to specific bargaining units. To this extent, it is agreed that the parties may enter additional negotiations covering specific bargaining units. Such negotiations are expected to commence within 30 days of the signing of this agreement; provided, there shall be no deadline

for the commencement of negotiations under this paragraph over block time for union officials or over implementation and accountability procedures.

## **ARTICLE 36**

### **PARITY**

36.1 Subsequent to the ratification of this agreement by the union, any health insurance co-share agreement agreed to by the State through negotiations, by the Director of the Department of Administration, or her designee, shall be offered to the union as an alternative to the co-share provision contained in this Collective Bargaining Agreement. Any such alternative agreement shall be applicable on a prospective basis only, provided the alternative co-share agreement is applied to all bargaining unit employees who are entitled to health, dental, and/or vision care benefits. In the event a more favorable health insurance co-share agreement is directly related to concessions made by other labor organizations, the union shall have the option of making concessions of equal value in order to qualify for the more favorable co-share agreement.

## **ARTICLE 37**

### **TELEWORKING**

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

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

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

37.4 Denials of teleworking requests and termination of teleworking arrangement must include the reason in writing to the requesting employee. Denials and terminations of

teleworking arrangement must be based on operational needs or performance. Denials of teleworking and termination of teleworking arrangement must not be an alternative means of imposing discipline for conduct unrelated to teleworking to avoid the protections of that Article of the contract.

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

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

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



**ARTICLE 38**

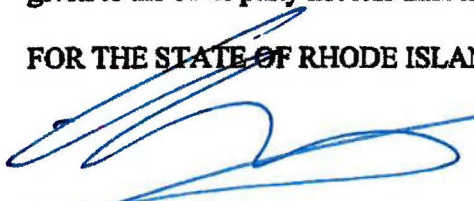
**DURATION**

38.1 This Agreement shall be effective as of \_\_\_\_\_ and shall remain in full force and effect until the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This Agreement shall be automatically renewed from year to year after the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement to the other party.


In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the termination date.

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

  
\_\_\_\_\_  
Collin Geiselman, RI Public Defender

  
\_\_\_\_\_  
Arthur Jordan, RILD-C-Business Manager

  
\_\_\_\_\_  
Jonathan Womer, Director  
Department of Administration

  
\_\_\_\_\_  
Karen Hazard,  
Business Manager-Local 808

**APPENDIX A**  
**LIUNA PENSION**

A. **Pension Payments in Lieu of Negotiated Wage Increases**

1. Prior to the implementation of any across-the-board increases in base pay negotiated as part of this successor Global Agreement covering all bargaining units of State executive branch and judicial branch State employees represented by LIUNA, the Union, acting by and through the Rhode Island Laborers' District Council, may, on behalf of all of its members within any such bargaining unit, accept all or a portion of such increase in base pay, and assign the remainder of such increase in base pay, expressed as cents per hour, to the Laborers' International Union of North America National (Industrial) Pension Fund (the "Pension Fund").
2. At the outset of this Global Agreement the Union may designate for assignment, prior to State implementation, all or a portion of each increase in base pay scheduled to take effect during this Agreement. The amount of any such assignment to the Fund shall be uniform for all members within each bargaining unit covered by this Global Agreement. Amounts may differ among the various bargaining units and different bargaining units may be designated for assignment on different effective dates. Once an amount has been assigned to the Plan it shall not be converted to a cents per hour increase.
3. The procedures and regulations which govern payments into the Pension Fund pursuant to such assignment are set forth in the Supplemental Agreement attached hereto as Exhibit 1. The cost of such assignment, except administration costs of implementing and processing the assignment, shall not exceed the cost of the negotiated base pay increase.

B. **Eligible Employees for Union Pension Coverage**

Employees eligible for Union Pension Coverage shall be employees included in any bargaining unit represented by a local of LIUNA on behalf of which the Rhode Island Laborers' District Council has negotiated this Global Agreement with the State of Rhode Island.

- C. The disclosure by the State to the Union or to the Pension Fund of any proprietary information such as social security number, home address, date of birth or date of hire, which the Union or the Pension Fund deems necessary to process eligibility under the Plan, shall, to the maximum permitted by law, be considered neither an unlawful violation of such employee's privacy nor a violation of this Agreement.

- D. The Union shall indemnify the State for counsel fees and any monetary liability flowing from any claims against the State by an employee contesting such assignment or wages by the Union or any other aspect of the State's compliance with its obligations under this Agreement.

## EXHIBIT 1

SUPPLEMENTAL AGREEMENT  
between  
STATE OF RHODE ISLAND  
and  
LIUNA  
(THE "PARTIES")  
REGARDING PENSION FUND PAYMENTS

Pursuant to the Collective Bargaining Agreement to which this Supplemental Agreement is attached, the Parties agree further as follows:

- A. The State agrees to make payments in lieu of base pay increases to the Laborers' National (Industrial) Pension Fund ("Pension Fund") for every State employee employed in each of the below-described bargaining units. The State shall continue to make such payments for employees in each such bargaining unit unless and until it has a right to cease making payments for employees in the unit under the State's agreement(s) with the District Council.
- B. For each hour or portion thereof for which an employee receives pay, the State shall make a payment to the Pension Fund at the appropriate below-listed rate for the employee's bargaining unit, up to the weekly maximum. For purposes of this agreement, each hour for which an employee receives pay and for which a payment is due includes hours of paid vacation, paid holidays, and other periods for which pay is received by the employee.
- C. Payments shall be paid for an employee starting with the employee's first day of employment in a bargaining unit following the effective date of the State's payment obligation.
- D. Payments shall be submitted to the Laborers' National (Industrial) Pension Fund, 905 16<sup>th</sup> Street, N. W., Washington, DC 20006, at such times and in such manner as the Pension Fund may require. Payments shall be accompanied by such written reports as the Pension Fund may require to verify and correctly credit the payments.
- E. The Pension Fund shall be entitled to have an independent certified public accountant to reasonably audit the State's payroll records from time-to-time to verify the accuracy of the State's payments.
- F. In the event that the State becomes delinquent in its payments, the Pension Fund shall be free to pursue all legal or equitable remedies available under

the law without regard to any grievance, arbitration or other administrative procedure and without regard to any other restriction in the agreement(s) between the District Council and the State; provided, if the State withdraws from the Plan, a dispute over withdrawal liability or the State's request to withdraw shall not be considered to be a delinquency under this paragraph. Any such dispute shall be subject to the arbitration provisions of the Collective Bargaining Agreement to which this Supplemental Agreement is attached. .

- G. The District Council and the State agree to accept, be bound by and fully comply with the Agreement and Declaration of Trust pursuant to which the Pension Fund is maintained and whose provisions are deemed incorporated herein by reference; provided, no provision of said Agreement and Declaration of Trust shall supersede or be deemed in conflict with the collective bargaining agreement.
- H. The District Council and the State agree to notify the Pension Fund in writing in advance of the termination of the State's contribution obligation for any bargaining unit.
- I. The payment rates for the bargaining unit are as follows:

\$1.32

**APPENDIX B**  
**HEALTH and WELFARE**

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

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 the pharmacy out-of-pocket maximum.

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

- (1) Preventive care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15 copay;
- (3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);
- (4) Chiropractic care – \$15 copay;
- (5) Diagnostic tests (X-rays, blood work) – no charge;

- (6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);
- (7) Inpatient hospital – coinsurance after deductible;
- (8) Outpatient surgery – coinsurance after deductible;
- (9) Mental Health/Substance Use Disorder – in-patient: coinsurance after deductible, outpatient: \$15 copay;
- (10) Emergency room - \$125 copay;
- (11) Ambulance – covered in full;
- (12) Urgent care - \$50 copay;
- (13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

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 (\$12,000family)
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) Preventive 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.

Anchor Choice with HSA Plan:

Each member that enrolls in the Anchor Choice Plan with HSA shall receive an HSA contribution from the State in the amount of \$1,500 for individuals or \$3,000 for families. Fifty percent (50%) of each State HSA contribution shall be deposited on January 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 1st or July 1st.

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

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

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

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

- (1) Preventive 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.

1. If two State employed spouses hired on 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 earner 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.

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

Insurance. Eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions. Effective the payroll period immediately preceding July 1, 2021 (6/20/21)

3.

For full time employees:

Effective July 1, 2021 (6/20/21):			
Individual Plan		Family Plan	
Less than \$ 108,046	20%	Less than \$ 56,206	15%
		\$ 56,206 to less than \$ 108,046	1 20%
\$ 108,046 and above	25%	\$ 108,046 and above	25%

The co-share contribution salary levels for full-time and part-time employees shall be increased based on the employee's annualized total rate of pay. The Co-Share percentages levels for eligible employees shall be increased by 2.5% effective June 20, 2021; 2.5% effective June 19, 2022; and 2.5% effective June 18, 2023..

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

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

Effective the payroll period immediately preceding July 1, 2022 (6/19/22) :

For full-time employees:

Individual Plan		Family Plan	
Less than \$ 110,747	20%	Less than \$ 57,611	15%
		\$ 57,611 to less than \$ 110,747	20%
\$ 110,747 and above	25%	\$ 110,747 and above	25%

For part-time employees:

Individual or Family Plan	
Less than \$ 104,390	20%
\$ 104,390 and above	35%

Effective the payroll period immediately preceding July 1, 2023 (6/18/23) :

For full-time employees:

Individual Plan		Family Plan	
Less than \$ 113,516	20%	Less than \$ 59,051	15%
		\$ 59,051 to less than \$99,825	20%
\$ 113,516 and above	25%	\$ 113,516 and above	25%

For part-time employees:

Individual or Family Plan	
Less than \$ 107,000	20%
\$ 107,000 and above	35%

4. The employee waiver shall be \$1,001 (prorated at \$38.50 per pay period).
5. Employee Drug Co-Pay: Effective January 1, 2019, the following in-network co-pays shall be in effect:

Anchor Plus Plan and Anchor Plan:

The drug copay 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	\$70.0	\$120.00

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

Maximum fill is a 3 month supply.

Anchor Choice with HSA Plan:

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

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

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

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

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

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

Maximum fill is a 3 month supply.

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

7. Dental and Vision Programs:

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

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

Effective January 1, 2019, the State will provide a dental plan for employees and their family. The coverage shall be \$1500 per calendar year, in addition to the enhancements below.

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

- Add sealants as a preventive benefit for children under age 14, covered at 100%
- Remove the \$400 inside maximum for periodontal services
- Increase the lifetime maximum for orthodontic services from \$850 to \$1,500
- Extend coverage to dependent children to age 26

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

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

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.

8. 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.

## 9. Wellness Incentives

In addition to the Diabetes Prevention Program, the following wellness incentives shall be available to employees up to a maximum of \$1000 per year.

A. Rewards for Wellness. 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 1<sup>st</sup> and December 31<sup>st</sup> 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.

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

### B. Annual Preventative Exam Incentive

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.

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

C. Diabetes Prevention Program (DPP) Completion Incentive

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

10. 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 terms of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers such 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.
11. The State and the Coalition will meet not less than annually during the term of the collective bargaining agreement to review utilization, coverage, supplier, and other relevant issues related to healthcare coverage.
12. The State will not cancel the health insurance of a covered dependent 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 dependent pays the premium co-share applicable to the continuing coverage.

13. 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.

## **MEMORANDUM OF UNDERSTANDING**

### **Performance Development**

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

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

All employees are required to participate in the PDP. Employees shall be permitted to respond to the PDP. The results of the PDP shall not be used by the State to initiate or support a disciplinary action, or by an employee in defense of a disciplinary action. All performance levels which are "Not Meeting" objectives or "Improvement needed" shall state reasons and, if practicable, suggestions for improvements. Dispute of overall annual PDP levels which are less than satisfactory (Improvement Needed or Not Meeting Objectives) shall be subject to the grievance and arbitration procedure.



## **MEMORANDUM OF UNDERSTANDING**

### **PARKING**

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

## MEMORANDUM OF AGREEMENT

### IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT

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

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

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

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

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

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

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

1. Mid-Term Discussions/Bargaining

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

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

2. Mutual Cooperation

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

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

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## **MEMORANDUM OF AGREEMENT**

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

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