

AGREEMENT

BETWEEN

STATE OF RHODE ISLAND

AND

Rhode Island Brotherhood of Correctional Officers

EE - 3611

July 1, 2017 through June 30, 2020

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MEMORANDUM OF AGREEMENT

This Agreement is hereby entered into this day of _____, 2014 by and between the State of Rhode Island, hereinafter referred to as the State, and Rhode Island Brotherhood of Correctional Officers, hereinafter referred to as the Union.

PURPOSE

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

ARTICLE 1

RECOGNITION

The State hereby recognizes the Union for the purposes of this Agreement as the sole and exclusive bargaining agent for all State employees with regard to wages, hours, and working conditions for whom Rhode Island Brotherhood of Correctional Officers are currently certified to represent by the decision of the State Labor Relations Board, and those State employees who are in the bargaining unit that are recognized by mutual agreement or upon certification by the State Labor Relations Board.

ARTICLE 2

NON-DISCRIMINATION CLAUSE

2.1 The State and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color, sex or sexual 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.

2.2 The Union shall not discriminate against any employee in the administration of this agreement because of nonmembership in the Union.

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

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

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

ARTICLE 3

UNION SECURITY & DUES DEDUCTION

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

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

3.3 All non-members of the exclusive bargaining organization shall pay to the exclusive organization a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said organization.

3.4 The State Controller shall forward all deductions covered by this agreement to Rhode Island Brotherhood of Correctional Officers on a bi-weekly basis.

3.5 The State Controller shall deduct back dues 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 Brotherhood.

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

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

3.7 The appointing authority shall give written notice to the Treasurer 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 monthly and shall include the employee's name, address, social security number, date of hire, classification, work assignment and location.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the State and the employees are vested solely in the State.

For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this agreement and consistent with the applicable laws and regulations:

- A. To direct employees in the performance of the duties of their positions;
- B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means and personnel by which such operations are to be conducted;
- E. To relieve employees from duties because of lack of work or for other legitimate reasons;
- F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 5

HOURS OF WORK

5.1 It is hereby agreed that there shall be four basic work weeks as follows:

1. Standard 35.0 Hours – A 35 hour workweek (5 consecutive days of 7 consecutive hours), exclusive of unpaid lunch periods.

2. Standard 40.0 Hours – A 40 hour workweek (5 consecutive days of 8 consecutive hours each), exclusive of unpaid lunch periods.

3. Non-Standard – 5 consecutive days of at least 7 consecutive hours each), exclusive of unpaid lunch periods.

4. Non-Standard, Non-Exempt – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receive overtime pay at time and one half for all hours worked in excess of forty (40.0) hours.

Nothing herein alters or addresses the parties' rights or obligations concerning the peculiar work hours or work weeks. Employees who are in the non-standard work week and are designated 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. The number of hours in an employee's regular work week will not be increased as a consequence of this paragraph. Nothing in this agreement shall be construed to change existing work weeks.

5.2 The various classes of positions are hereby assigned to a basic work week in accordance with the following schedule:

Class Title	Work Week	Pay Grade
Adult Counselor (Corr)	NS	J 27
Chief Business Management Officer	NS	334
Classification Counselor (Corr)	35	J 26
Clinical Psychologists	35	J 27
Clinical Psychologists (Phd. Qual.)	NS	332

Clinical Social Worker	NS	J 27
Community Program Counselor	NS	J 27
Cottage Manager	NS	329
Environmental Health Coordinator (Corr)	35	330
Fiscal Management Officer	35	326
Pharmacist	35	327
Psychmetrist	35	322
Principal Research Technician	35	327
Principal Program Analyst	35	328
Programming Service Officer	NS	J 31
Public Health Education Specialist	NS	331
Public Health Educator	35	320
Senior Classification Counselor (Corr)	35	328
Senior Community Development Training Specialist	35	326
Supervising Clinical Psychologist	NS	J 29

5.3 It is recognized that there are now other work schedules peculiar to certain classes of positions, which are recognized by the State and the Union, and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any area, the State shall notify the union's President, and the parties hereto shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in

accordance with the seniority provisions of this Agreement. If the hours are not agreed to, then the issue shall be submitted to expedited arbitration.

5.4 Employees who work at least sixteen hours a week shall be entitled to fringe benefits on a pro-rata basis in accordance with the present practice.

5.5 Employees shall be granted a fifteen minute coffee break during the first half and 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.

5.6 Shift hours, upon being scheduled will be posted. Wherever time clocks are used in any bargaining unit, they must be used by all personnel in a classification within a bargaining unit or no one.

5.7 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the State, by reason thereof, to take time off to equalize their working hours.

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

The Local Union President 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 11.4 of the collective bargaining agreement, provided the position is funded and approved to be filled. The twelve (12) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

A three-day rule assignment for a bargaining unit position that is created by termination, resignation or retirement will not exceed nine (9) months. Thereafter it will be posted as a vacant position in accordance with Article 11.4 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.

ARTICLE 6

SALARY SCHEDULE

6.1 WAGES

- A. There shall be an across-the-board base wage increase of 2% effective January 1, 2018.
- B. There shall be an across-the-board base wage increase of 2.5% effective January 1, 2019.
- C. There shall be an across-the-board base wage increase of 2% effective July 1, 2019.
- D. There shall be an across-the-board base wage increase of 1% effective January 1, 2020.

6.2 An employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the probationary period which shall be one-hundred thirty days worked and shall receive an additional one-step increase each year thereafter in their classification until they have reached the maximum of their grade.

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

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

Percentage Increase

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

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

6.5 Each employee, who has successfully completed a four-course curriculum approved in advance by the Personnel Administrator, shall be entitled to a one-step pay increment next above their current base step (or if the employee is at the maximum of the grade, an increment equal in the amount to the difference between the last step in the pay range and that step immediately prior to it.)

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

b. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under paragraph (c) by submitting to the Department of Administration's Office of Training and Development a written form giving up career increment retention under Paragraph a.

c. Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their careers, subject to the following:

d. Each earned increment shall be retained for not more than four (4) years; and

e. Each employee shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three years or more after final payment of the previously earned increment.

6.6 The following schedule sets forth the pay plan, including step increases for each grade in the pay plan. Classification title and grade levels shall be as set forth in Appendix B, Salary Schedules and Grade Levels.

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

6.8 If an employee is overpaid and the amount is less than 10% of the employee's net bi-weekly pay, the State may recoup the entire amount in one lump sum. If the overpayment is more than 10% of bi-weekly pay the State may recoup not more than 10% of each bi-weekly pay in installments until the debt is repaid. Disputes relating to overpayments will be submitted to arbitration.

6.9 The Directors of the respective Departments may designate an employee(s) to perform the duties of interpreter or translator for any language other than English and who in fact is required to perform such services shall be compensated with a stipend of \$30.00 for the particular pay period in which such services are performed, without regard to the number of hours of such performance in any particular pay period.

6.10 Whenever an employee is required by the Appointing Authority to carry and respond to a radio pager (beeper) as part of his/her official duties during non-scheduled work hours, he/she shall receive an annual stipend in the amount of \$520.00 payable in two equal payments. The first one in the first pay period of January for the previous six months and the second in the first pay period of July for the previous six month period. No employee shall be required to carry a beeper unless directed to do so in writing.

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

Employees so affected will be entitled to accrue one (1) additional day of paid leave during that payroll period. This leave will accrue to part-time employees on a pro rated basis. Employees may request to discharge this additional paid leave during any payroll period following the payroll period in which it was earned and/or elect cash payment for that one day in the fiscal year beginning July 2010 and until June 30, 2012. Any hours not discharged or paid as of June 30, 2012 will be lost.

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

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

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

ARTICLE 7

SHIFT DIFFERENTIAL

7.1 The "evening tour of duty" shall mean those hours worked between the hours of 3:00p.m. and 12 midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 p.m. and 8:00 a.m.

Employees whose scheduled hours are 7 a.m. to 3 p.m. or 8 a.m. to 4:30p.m. shall not receive shift differential for the 7 a.m. to 8 a.m. hour or the 3 p.m. to 4:30p.m. hour and one half.

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

7.3 Any full-time employee, who is assigned to work during the "evening tour of duty" or the "night tour of duty" for less than the sixteen hours or fourteen mentioned in Section 7.2 of this Article, shall be compensated for the hours actually worked at the rate of shift differential provided herein.

Any employee assigned to the first shift and required to work on the second shift, in addition to working their daily assigned work shift, shall be compensated for the hours worked on the second shift at the rate of time and one-half their normal hourly rate without regard to any added shift differential pay.

Any employee assigned to the day schedule, who is required to change that schedule to work an evening or night tour of duty in place of that employee's regularly scheduled hours, shall receive shift differential pay for such evening or night tour of duty hours actually worked.

Any employee who normally works an assigned "evening tour of duty," who is requested to work the day shift following the completion of their "evening tour of duty" will be compensated for those additional hours of work assigned by receiving time and one-half for those additional hours worked at the employee's base rate of pay, if overtime payment requirements have been met.

7.4 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 8

OVERTIME

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

8.2 Overtime work shall be defined as the required performance of work in excess of the established work week.

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

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

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

When funds become unavailable within a department to pay cash for work performed between thirty-five and forty hours for employees in a thirty-five hour work week, compensatory time shall be credited to the affected employee at the rate of one and one-half times such hours. However, in any event, an employee may elect to take compensatory time in lieu of cash for the hours between thirty-five and forty.

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

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

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

*8.8 Overtime shall be offered to employees eligible for overtime on the basis of their seniority in their classification within the division in which they are employed. An employee offered overtime will be excused at their request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until their name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and division in which overtime work is assigned voluntarily accept the assignment, the State may direct and require employees within the classification and division to perform the work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union at its request.

* See letter of understanding - Sick Leave Bill

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

8.10 Effective with the fiscal year beginning July 1, 1996 and every year thereafter employees who accrue compensatory time must use such compensatory time within the fiscal year accrued. Unused compensatory time will be automatically paid to employees at the end of each fiscal year. This section will not apply to compensatory time on the books as of June 1, 1996.

ARTICLE 9

HOLIDAYS

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

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Election Day (any day on which a general election of State officers is held) , Christmas Day and any day which the Governor or the General Assembly designate as a holiday.

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

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

be effective upon ratification of the contract. The parties agree that for the purpose of overtime pay under Section 9.3 of this Article the Christmas, New Years, Fourth of July, and Veteran's Day holidays shall be observed on Saturday or Sunday in those years when such holidays fall on Saturday or Sunday rather than on Monday as provided for by R.I.G.L. 25-1-1 et seq. The parties further agree, that when such holidays fall on Saturday or Sunday employees who would have otherwise received overtime holiday pay for working on Monday, if the holiday were being celebrated on that day, shall not receive such pay but shall receive their regular rate of pay for that day. This provision shall not apply to employees whose regularly scheduled work week is Monday through Friday.

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

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

9.6 In the event that any holiday listed in Section 9.1 is eliminated by legislative action and a new holiday is not substituted for the holiday that was eliminated during the same legislative session, the State agrees to add one additional day of Personal Leave.

ARTICLE 10

SPECIAL TIME OFF

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

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

2. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave or sick leave. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.

3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the Department of Administration.

ARTICLE 11

SENIORITY

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

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

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

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

11.2 It is hereby agreed that the parties hereto recognize primary seniority in all cases of shift preference, days off, floats, relief assignments, vacation time, holiday time, job assignments and location assignments within the same bargaining unit.

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

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

11.4 All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the President of the Brotherhood 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.

11.4a All new and vacant positions shall be filled from within the bargaining unit wherein the new or vacant position exists from the top three state seniority employees on the certified promotional list or if there are less than three eligible employees therein, then from the top three state employees on the certified promotional list from within any other RIBCO bargaining units.

11.4b Where there are less than three eligible employees from within the bargaining unit covered by the contract on the certified list, a real effort will be made to fill the vacancy from within the bargaining unit.

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

11.4d Where no list exists for certification, all new and vacant positions shall be filled from within the bargaining unit wherein the new or vacant position exists from the top three state seniority employees, or if there are less than three eligible employees therein, then from the top three state seniority employees from within any other bargaining units covered by the Agreement.

11.4e All non-competitive positions, to which the parties agree, shall be filled by the top state seniority bidder from within the bargaining unit. If no bids are made from within the bargaining unit, then by the top state seniority employee who is a member of a bargaining unit represented by the Brotherhood who has submitted a bid.

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

11.4g Under the provisions of this Article, the State agrees to supply the President of the Brotherhood every certified list and amended certified list used for all positions covered by this Agreement and the name of the employee who was appointed to the new or vacant position.

11.5 The appointing authority shall prepare and forward to the Union office of the appropriate bargaining unit a seniority list of employees by class of positions and shall notify the Union of additions and deletions each month. Seniority lists shall be updated each six months.

11.6 Employees performing work in the bargaining unit shall not be required to perform work in any agency outside their career field classification, except in an emergency which is defined herein.

LAY-OFFS:

11.7 In the event of layoffs, 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 any employee so affected. Unpaid sick leave and personal leave accrued as of the date of lay off will be frozen for three (3) years from the date of layoff.

- a) Provided further that an employee in 1, 2, 3 above who has been previously permanent in the next lower class Mof position shall have the right to displace any employee on such next lower class of position based upon greater secondary seniority.
- b) If the employee is unable to exercise their primary seniority advantageously, they may exercise their secondary seniority within the bargaining unit in the position for which they have eligibility or which they can perform.
- c) If the employee is unable to exercise their primary or secondary seniority advantageously, they may exercise their state seniority in the bargaining unit covered by this Agreement for any position for which they are eligible or they can perform.
- d) In the application of B and C above, the state will attempt to waive or modify any law or regulation which would in any way deny preferred

treatment for the employees to qualify for the positions which said employee can perform.

11.8 There shall be no overtime worked in a class of position in which there are employees on layoff and available for work, provided the State may laterally transfer employees to temporary duty for its convenience or emergency for a period of time of not more than five days, which period may be extended by mutual agreement.

Recalls

11.9 A. Recall of an employee, who has been laid off, shall be in reverse order of the procedure as stated above for layoffs. Recall notices shall be sent by certified mail, return receipt requested. Any person who has held full status, and who has been laid off, shall have their name placed on the appropriate re-employment list.

No appointment may be made to any position covered by the Agreement in a class affected by a layoff while an employee who has been laid off, is available for certification from a reemployment list.

Employees affected by a layoff action will be placed on an appropriate preferred re-employment list and shall be recalled in order of seniority as described above.

Job Abolishment:

11.10 a. If an employee's job is abolished, that employee may displace the least senior employee in terms of primary seniority in the same classification within the bargaining unit.

b. If the employee is not able to displace as provided above, they may displace on a state wide basis, the least senior employee in terms of primary seniority in the same classification represented by the Brotherhood.

c. If the employee is not able to displace as provided above within the same classification, the employee may displace the least senior employee in any classification on any shift in any bargaining unit which the Brotherhood is certified to represent and that employee so displaced, shall be placed on a preferential hiring list by order of their seniority and shall be recalled prior to hiring in such affected class. It is understood that an employee may displace under this subsection (11.10) (c) only those employees who are junior in State seniority and who are equal or junior in civil service status.

11.11 Employees appointed from employment or promotional lists shall serve a probationary period of six months, during which time, the appointing authority shall report to the Personnel Administrator every sixty days concerning the work of the employee; and at the expiration of the probationary period, unless the appointing authority files with the Personnel Administrator a statement in writing that the services of the employee, during the probationary period, have not been satisfactory and that it is desired that they not be continued in the service, they shall receive permanent status in their classification. Each new employee, not appointed from a list, shall be considered a temporary employee and also shall serve a probationary period of six months.

11.12 The six months probationary period shall mean one hundred thirty days worked in the class of position.

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

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

- (a) When an employee has been discharged for just cause;
- (b) When an employee voluntarily terminates their employment;

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

11.15A. The following changes affect Department of Corrections members of the bargaining unit only:

1. Annual reorganization: Within 30 days of ratification of the agreement, the Department of Corrections shall have the right to post and bid on the basis of seniority all counselor positions. The Department shall have the right to reorganize Counselor positions not more often than one time in each twelve month period subsequent to the first reorganization under the agreement. In any subsequent reorganizations the Department may post and accept bids for only those facilities and counselor position affected by such reorganization. Any counselor affected who elects not to bid may, at the conclusion of the bidding process, shall be assigned to a vacant position.
2. Floats: The Department may float no more than thirty (30%) percent of the least senior Adult Counselors from the assignments that they bid on.
3. Counselors hired subsequent to the date of ratification of this agreement may be assigned a work schedule, which includes weekends.

11.15B. The following provisions shall only apply to members of the bargaining unit at the Department of Children Youth and Families:

1. The parties agree that the Department shall have the right to assign by seniority a Late Duty Manager on a rotating basis among the Cottage Managers one night per week without additional compensation. In the event that a Cottage Manager is assigned to perform as a Late Duty Manager more than once during a week he/she shall be compensated at the rate of \$75.00 for each such additional assignment after completing one such assignment during the week. The week shall commence on Sunday and end on the following Saturday.

2. The Superintendent shall have the right to assign an additional cottage to a Cottage Manager in the event that a vacancy occurs due to a long-term leave of absence. The Superintendent shall be able to make such assignment without regard to the seniority provisions of the contract, however in making a selection for such assignments the Superintendent shall, where possible, make accommodations for personal considerations such as child care responsibilities, prior second assignment, and other relevant factors. The Department agrees that when a Cottage Manager is assigned to supervise a second cottage he/she will be compensated at the rate of thirty (30%) percent of his/her regular salary calculated on a weekly basis for each week or fraction thereof for the duration of such assignment. Cumulative assignments under this paragraph shall not exceed 120 days during the term of the contract.

3. Cottage Managers may be assigned responsibility as a collateral assignment the following, areas of the Rhode Island Training School:

- a. Information systems.
- b. Records maintenance.
- c. Policy and Procedure Committee
- d. Grounds Maintenance
- e. After School Recreation program

- f. Visitation
- g. Grounds Security
- h. Fire Drills and Fire Equipment inspections.
- i. Project Manager for select construction projects.
- j. And any other responsibility that the Brotherhood and the management mutually agree upon as being a reasonable collateral assignment.

4. The Cottage Managers agree to actively participate in reform planning.

5. Subject to the provisions of article 11, the posting and bidding of new and/or vacant cottage manager positions with a workweek schedule that includes part of the weekend shall not constitute a violation of this agreement. It is agreed, subject to the provisions of article 11, that Clinical Social Workers (DCYF) may be assigned a flexible thirty-five (35) hour work week with core hours of 10:00 a.m. to 6:00p.m. Monday through Friday. Notwithstanding the general provisions herein, the Superintendent may call a Cottage Manager to respond to an emergency situation in said Cottage Manager's assigned unit during days other than those on which the Manager is regularly scheduled to work.

ARTICLE 12

VACATION

12.1 No employee shall receive any vacation until such employee has completed thirteen bi-weekly pay periods, but vacation credits shall accrue during such time. The following vacation days are credited on January 1 of each year:

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

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

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

The remaining entitled vacation is accrued throughout the year.

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

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

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

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

12.5 Each employee shall be allowed to take at least two consecutive weeks of vacation at some time during the calendar year.

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

12.7 Employees may be allowed to carry over from one year to another not more than the vacation time accrued and credited in two years. Provided however an employee shall only be allowed to be paid for one year of accrual under Article 12.3.

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

ARTICLE 13

SICK LEAVE

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

13.2 Employees, whose basic work week is thirty-five hours or in the non-standard category, shall accrue four hours for each bi-weekly period of service; employees, whose basic work week is forty hours, shall accrue five hours for each bi-weekly period of service.

13.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five hour schedule or a non-standard schedule and 1000 hours (125 days) for an employee assigned to a forty hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

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

A 35 hour a week employee or a non-standard employee shall be entitled to receive a full pay for 50% of all accrued sick leave over 390 hours, up to and including 630 hours and 75% pay for all accrued sick leave over 630 hours, up to and including 875 hours. A 40 hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours, up to and including 1000 hours.

13.5

(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) as provided in the Appendix of this Agreement.

(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 in the Appendix of this agreement.

(c) In order for the appointing authority to designate an absence as FMLA qualifying leave, the employee must provide the appropriate federal form referenced in (b).

(d) Nothing herein exempts the employee's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.

(e) Notwithstanding the above, the appointing authority, upon reasonable suspicion of leave abuse, may request a properly completed form (as referenced in (b)) for any and all paid or unpaid absences for medical reasons regardless of the duration and the employee will be required to provide such documentation.

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

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

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

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

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

(b) three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household;

(c) one (1) day in the case of the death of an aunt, uncle, sister-in-law or brother-in-law.

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 13, Sick Leave.

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

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

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

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

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

salary which is paid as an addition to Worker's Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

Provided, however, that if it shall be determined during the Worker's Compensation proceedings that the injury resulted from a physical assault, arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six weeks of the disability arising from such an assault. During the twenty-seventh week and thereafter, for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

13.9 Any employee whose employment requires exposure to X-rays, shall be granted special sick leave credits, not to exceed 120 hours in a calendar year, if such employee is a forty hour employee or 105 hours in a calendar year, if such employee is a thirty-five hour or non-standard employee. Such sick leave credits shall be available and sick leave granted upon the approval of the Personnel Administrator on the written recommendation of the appointing authority. Such recommendations shall be based upon a determination by blood tests or other approved method and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

13.10 Sick Leave Bank:

Members of the Professional Unit are eligible to participate in the RIBCO Sick Leave Bank. 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.

13.11 Sick Leave Committee

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

ARTICLE 14

HEALTH & WELFARE

14.1 The State will maintain the current health benefits through June 30, 2008, through a product provided by Blue Cross, United Health Care, or a substantially equivalent package of benefits delivered through a PPO, except as modified as set forth herein.

14.2 Effective the pay date, Friday, August 8, 2008, eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions. For Full time employees:

Effective July 1, 2011:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$47,741	155%
\$95,481 and above	25%	\$47,741 to less than \$95,481	20%
		\$95,481 and above	25%

Effective April 6, 2014:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$48,696	15%
\$95,481 and above	25%	\$48,696 to less than \$95,481	20%
		\$95,481 and above	25%

Effective October 5, 2014:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$49,670	15%
\$95,481 and above	25%	\$49,670 to less than \$95,481	20%
		\$95,481 and above	25%

If two State employed spouses hired 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.

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.

Effective the pay date, Friday, August 8, 2008, eligible part time employees (scheduled hours <35.0 for a 35.0 hour position or <40.0 for a 40.0 hour position) shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or

family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

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

Co-share payment increases in fiscal years 2010, 2011 and 2012, to the extent that they result from premium increases, rather than increases in the co-share percentages, shall be capped at 10% each year.

Effective in the pay period beginning after June 29, 2014, unless otherwise noted, health plan deductibles and copays will be modified to those set forth in Appendix A.

Due to the delay in implementing the Plan Design changes, the co-share contributions shall be based upon the pre-October 1, 2008 working rates thru December 20, 2008.

(b) Plan Design

Effective December 21, 2008, the following co-pays shall be in effect:

- (1) Primary Care office visit co-pay is \$10 (includes internal medicine, family practice, pediatrics and geriatrics);
- (2) Emergency room co-pay to increase to \$100;
- (3) Urgent Care co-pay to increase to \$35;
- (4) Specialist office visit co-pay to increase to \$20 (includes all physicians other than primary care physicians)
- (5) The drug co-pay for a 31-day supply shall be as follows:

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

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

Effective December 21, 2008, the following change shall be in effect:

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

1. FlexPlan

Effective July 1, 2008, the State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

1. Wellness Incentive

Employees participating in the State's medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per year. The earned reductions in medical insurance co-share payments shall be awarded to active employees in FY 2009 or the fiscal year following the employee's participation in the wellness activities.

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

14.4 The employee waiver will be \$2,002 effective January 1, 2002. Effective July 1, 2011 the employee waiver shall be reduced by 50% to \$1,001.

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

14.6 Dental Program: The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 under the dental program to be effective upon the expiration of the current dental program.

Effective January 1, 2009, the following dental change shall be in effect:

(1) Dental plan crown coverage shall be changed to 80%.

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

14.8 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. The provision will expire at 11:59 P.M., June 30, 2017.

ARTICLE 15

RETIREMENT

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

ARTICLE 16

GROUP LIFE INSURANCE

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

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

a) Each new employee will be automatically covered, unless such employee designates in writing that they desire not to be insured.

b) Each covered employee will be provided with an amount of group life insurance equal to the amount of their annual compensation taken to the next higher multiple of one thousand dollars, plus an equal amount of group accidental death insurance with dismemberment coverage.

c) Each such amounts of insurance will be reduced by one percent thereof at the end of each calendar month following the date the employee attains the age of sixty-five years until the

amount of such insurance reaches twenty-five percent of the coverage in force immediately prior to the employee's sixty-fifth birthday.

d) The cost to the employee of such insurance shall not exceed the rate of twenty-five cents bi-weekly for each one thousand dollars of their group life insurance.

e) Upon an employee's termination from state service, the policy may be converted to an individual policy of life insurance at standard rates.

ARTICLE 17

LEAVE WITHOUT PAY

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

17.2 At the expiration of such leave, the employee shall be returned to the position from which they are on leave at the same step of the then current range for their class of position.

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

17.4 Duly elected Union representatives to Union conferences or conventions shall, upon request, be granted up to ten work days per year of leave without pay, not to exceed eighty employees.

17.5 Any employee with permanent status, who accepts another position of a different classification in the classified service, shall be granted automatically a leave of absence of six months.

17.6 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, RO and R1 days and four (4) personal days.

ARTICLE 18

JURY LEAVE

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

18.2 Every employee covered by this agreement, who is subpoenaed to appear in Court on State business on a day off or during vacation, shall be compensated for the time expended.

Any employee who expends time in accordance with this section shall be paid at the rate of time and one-half. A minimum of four hours shall be allocated to each employee, regardless of the time expended less than four hours.

ARTICLE 19

MILITARY LEAVE

19.1 Every employee covered by this agreement who has left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission, or otherwise) is entitled to and is hereby granted military leave of absence from said position, commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

19.2A For the first sixty (60) calendar days of such absence, every such employee shall be paid by the state the same amount as they would have received had they not been absent from their position.

19.2B New employees hired after 7/1/86 shall receive benefits contained under this section as follows: For the first sixty days of such absence every employee shall receive the difference between their state salary and military base pay.

19.3 Employees who are called up to military duty in defense of our Nation and mobilized in excess of sixty (60) days shall be paid the difference between the employee's State salary and military base pay for as long as the employee remains deployed on active duty. If the employee provides documentation of his/her military base pay rate, the State shall provide for

payments under this Section on an on-going basis through direct deposit or other payment method. The employee shall notify the State at the conclusion of the period of mobilization, so that adjustments may be made to reflect actual military base pay received. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

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

19.5 Employees on paid leave, described in paragraphs 19.2 and 19.3 above, shall accrue such sick leave and annual leave credits as would have accrued while working in said position.

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

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

ARTICLE 20

MILITARY TRAINING LEAVE

20.1 Employees covered by this agreement who, by reason of membership in the United States Military, Naval or Air Reserve of the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen working days, they shall be granted leave without pay for this purpose.

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

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

ARTICLE 21

CALL IN TIME

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

21.2 Employees who are called in to report for work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four hours pay at their overtime rate.

ARTICLE 22

BULLETIN BOARDS

22.1 The State agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted. All notices shall be on Union stationary, signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory on the State or its representatives, or which constitutes political election campaign material for or against any person, organization or faction thereof.

ARTICLE 23

UNION COMMITTEE

23.1 Designated Union members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with State officials. Such time shall be with the approval of the department director involved, and such approval shall not be unreasonably withheld. It is understood that full accountability for the use of such paid leave is a legitimate management concern.

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

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

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

23.5 Block time for union officials including implementation and accountability procedures for such time, can be subjects for continuing negotiations. There will be no deadline for negotiations on this issue.

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

ARTICLE 24

DISCIPLINE & DISCHARGE

24.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 25. If the appointing authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of two years, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records, oral reprimands shall be removed from the personnel file after one year. After a period of four (4) years, if the employee has not committed any further infractions of appropriate rules and regulations, suspensions of five (5) days or less will be automatically removed from the employee's personnel records. The preceding sentence shall apply to suspensions of five (5) days or less

issued prior to and after the ratification of this agreement. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in their personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon the employee's request and shall be disclosed to the employee's Union representative. Where appropriate, disciplinary action or measures shall include only the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge
5. Demotion where appropriate

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

24.2 The Appointing Authority shall not discharge or suspend an employee without just cause. Within two weeks of such suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article 25 and such hearing shall be held no later than three days after the Union's request.

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

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

ARTICLE 25

GRIEVANCE PROCEDURE

25.1 **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 meet and discuss his/her problem with his/her Union representative and the immediate supervisor and/or other designee of the department within seven (7) days of the submission of the grievance in an attempt to settle the issue. The supervisor and/or other designee of the department shall allow or deny the grievance or otherwise respond to the Union and the 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 employee 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. Sustained grievances will be implemented or the necessary paperwork to implement the remedy will be initiated within twenty-one (21) days after the receipt of the decision from the Department of Administration.

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

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

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

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

Members of the Union committee, stewards, the aggrieved 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 his/her own counsel. If such grievance is processed without assistance from a Union representative, the Union retains the right to attend all meetings and hearings as an observer. If such grievance is processed without Union representation, the facts and the resolution of said grievance will be furnished by the State to the Union at the time the grievance is being processed. The final resolution must be consistent with the terms of this Agreement. However, any grievance which is sustained by the State and which is contrary to the Agreement will be subject to appeal by the Union.

In all cases of suspension, demotion or dismissal of an 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.

ARTICLE 26

ARBITRATION

26.1 If a grievance is not settled under Article 25, such grievance shall, at the request of the Union or the State, be referred to the Labor Relations Connection (or any other entity that the parties agree to). The parties may mutually agree to an alternative method of arbitration.

26.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

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

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

26.5 All submissions to arbitration must be made within 30 days after the grievance procedure decision.

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

26.7 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 Relations Connection provide an electronic copy of all arbitration decisions to the parties and to the Labor Institute.

ARTICLE 27

MEDIATION

27.1 The Rhode Island Department of Labor and the Federal Mediation and Conciliation Service, recognizing that a mechanism which provides for an informal and expeditious resolution of grievances not only alleviates the costs attributed to arbitration, but also

creates a more harmonious Labor-Management relationship, hereby enter into this agreement with the State of Rhode Island and the Brotherhood. The purpose of the agreement is to provide for the mediation of grievance disputes as an alternative to arbitration. The program will be administered by the Department of Labor. It is understood by the parties that this program will exist for so long as or until such time as either party notifies the Director of Labor that it wishes to terminate the agreement.

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

1. Before a grievance is submitted to mediation; it must have been processed through the third level of the internal grievance procedure.
2. The parties by mutual consent may submit unresolved grievances to mediation by filing a request for a hearing with the Director of Labor within fifteen work days of the receipt of the written response to the grievance at the Labor Relations Level of the Grievance Procedure.
3. The Department of Labor will assign a mediator to the grievance within ten working days of the receipt of the parties request for mediation. The mediator will ordinarily be an employee of the State Department of Labor or the Federal Mediation and Conciliation Service.
4. The assigned mediator will schedule a mediation conference at a mutually agreeable time, normally, at the Rhode Island Department of Labor, no later than fifteen working days after their assignment to the case. The mediator will ordinarily schedule no more than three grievances for conference in a single day. The decision to postpone a hearing shall rest with the mediator.
5. Should the assigned mediator be unable to execute their responsibilities within the prescribed time period, another mediator shall be assigned to the case unless the parties mutually agree to retain the mediator and hold the Conference at a later date.

6. Grievances will be mediated one at a time in an informal setting. Relevant factors will emerge in a narrative fashion, without examination of witnesses, formal rules of evidence or record-keeping.

7. The individuals necessary to effectuate the resolution of the grievance shall be in attendance.

8. The mediator may schedule and structure meetings in whatever manner said mediator believes is most productive (joint, separate, off-the-record meetings, etc.).

9. Should the parties not be able to resolve the grievance to their mutual satisfaction after a reasonable period of time, the mediator or either one of the parties shall withdraw the case from mediation.

10. It is understood by the parties that in no event will the mediator issue an advisory opinion on the matter.

11. Should the parties resolve the grievance as a result of the mediation process, the parties shall sign a settlement, which will set forth the terms of the agreement that they have reached. It is understood all grievance settlements will not be considered as precedent-setting unless the parties agree that to be the case in the terms of the settlement.

12. It is understood by the parties that all discussions between the mediator, the disputing parties and/or the grievant shall be privileged and treated as confidential. Any settlement proposal made by either party at the mediation session shall not be referred to at any future arbitration hearing or any other proceeding.

13. All written material which is submitted to the mediator during the mediation conference will be returned to the respective parties upon conclusion of the meeting.

14. It is agreed by the parties that any mediator conducting a grievance mediation conference shall not be called as a witness in any arbitration, administrative hearing or court proceeding arising out of a grievance.

ARTICLE 28

HEALTH & SAFETY

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

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

28.3 A safety committee shall be appointed, composed of two representatives selected by the union and two representatives selected by the state. Said committee shall appoint its own chairperson and shall meet when it is determined by two or more members that such a meeting is warranted. It may draw up a Health and Safety Code to recommend to the State.

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

28.5 The members may report conditions which they consider unhealthy or unsafe to the President who shall be authorized to submit them to the Health and Safety Committee for consideration.

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

ARTICLE 29

TESTING

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

ARTICLE 30

NO STRIKES OR LOCKOUTS

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

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

30.3 If, during the life of this agreement any employees represented by the Union engage in a strike, work stoppage or slowdown contrary to Article 30.1, the Union shall promptly notify the State Labor Relations Administrator, in writing, that the action is unauthorized and shall promptly take steps to end the unauthorized action. The State agrees that if the Union complies with these requirements, the Union shall not be liable for any damages caused by unauthorized strike, work stoppage or slowdown.

ARTICLE 31

SEVERABILITY

31.1 In the event that any Article, section or portion of this agreement, or any arbitrator's decision rendered under the terms of the agreement, is found to be invalid by a

decision of a tribunal of competent jurisdiction or is unreasonably inconsistent with a national policy of wage and price controls, or shall have the effect of loss to the state of funds made available through federal law, then such specific arbitrator's decision, Article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for such Article, section or portion. The parties agree to use their best effort to contest any such loss of federal funds which may be threatened.

31.2 Except as otherwise expressly provided herein, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State during the term of this agreement.

ARTICLE 32

EDUCATION & TRAINING PROGRAM

32.1 The State and the Union recognize the need for the development and training of employees to fulfill the State's workforce requirements for maintaining the efficiency of operations, quality, and service. The State subscribes to the principles of career ladders and promotions from within its organization. The State agrees to establish an education and training committee to consider the needs of State employees in this area of concern.

32.2 During the course of negotiations, the parties agreed to develop an In-service training program in the DOC and DCYF. Training Committees composed of RIBCO and departmental representatives will be established and will make training recommendations to the respective appointing authority. The committee in each agency shall be composed of four (4)

members, two (2) representatives selected by the union and two (2) representatives selected by the State.

ARTICLE 33

SUB-CONTRACTING PROCEDURE

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

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

- (1) Notify the Union's Executive Director in writing of its intention six months in advance of sub-contracting, and
- (2) Whenever the State seeks and obtains bids from prospective sub-contractors, it shall, at least sixty days before binding itself to any sub-contracting agreement, notify the President of the Union that it has received the bids and shall grant the Union a reasonable opportunity to meet with the Director of Administration or other appropriate State Officials to discuss the advantages and disadvantages of sub-contracting and to develop a mutually acceptable plan for protecting the interests of any employees who will be affected.

The State's assurances in the development of such plan would be to:

- (1) Place employees affected by the sub-contracting into available jobs which they can perform;
- (2) Place employees laid off on a preferred hiring list for recall;
- (3) Prohibit the hiring of any new employees to positions which the affected employees could perform;

(4) Attempt to waive or modify any law or regulation, which would in any way deny preferred treatment of affected employees. In the event that such mutually acceptable plan is not resolved, either party may request the Federal Mediation and Conciliation Service to attempt to resolve the dispute. If such efforts do not provide a mutually acceptable plan, the FMCS shall recommend steps to be taken by the parties, but in any event, employees adversely affected by sub-contracting shall be enabled to utilize the seniority rights as established in this Agreement.

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

ARTICLE 34

LABOR MANAGEMENT COMMITTEE

34.1 During the term of this agreement, the parties agree to meet concerning the overall administration of the agreement, problems concerning the welfare of the State and the Union, and other matters of importance. The Committee shall consist of three members from the Union, one of which must be the President or their designee, and three members of the State administration, one of which must be the Labor Relations Administrator or their designee.

34.2 The parties agree to the formation of a RIBCO joint labor and management Study Group to work cooperatively to identify and recommend areas of potential savings in State Government, including but not limited to the use of contracted services. Three members shall be appointed by the State and three members shall be appointed by and on behalf of all the Unions representing State employees. The Director of Administration (or his designee) shall preside

over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

ARTICLE 35

LEGAL DEFENSE

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

ARTICLE 36

COMPENSATION PLAN/MALPRACTICE COMMITTEES

36.1 The parties agree to the formation of a Compensation Plan Committee composed of five members each from the Union and the State who will meet no later than thirty days after the date of this Agreement to review the State Compensation Plan, including job specifications, qualification standards, rate ranges, and grades, examination, rate premiums and in-service training.

36.2 The parties agree to form a malpractice committee of seven members consisting of three members appointed by the State, three members appointed by the Union and the six members to choose a seventh member, who shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

36.3 The purpose of the malpractice committee shall be to study the necessity of providing malpractice insurance to licensed practical nurses, Phlebotomist, and any other employees subject to malpractice suits.

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

ARTICLE 37

P.A.C. DEDUCTIONS

37.1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the employer will deduct from the pay of such employee those P.A.C. contributions authorized by the employee.

ARTICLE 38

NON-PERFORMANCE OF BARGAINING UNIT WORK

38.1 Work normally performed within an established bargaining unit shall not be performed by any employee outside said bargaining unit, except in an emergency situation.

ARTICLE 39

CETA

39.1 CETA employees shall not be employed to displace bargaining unit employees. The state shall conform to all provisions of CETA and all employees of this agreement shall apply to CETA employees to the extent consistent with CETA regulations.

ARTICLE 40

MILEAGE PROVISIONS

40.1 Mileage shall be paid at the rate set by the Internal Revenue Service.

ARTICLE 41

PERSONAL BUSINESS LEAVE

41.1 The State shall allow each employee a maximum of thirty two hours or the equivalent of four working days leave with pay per fiscal year to be used for personal business and/or personal religious observance.

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

41.3 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of division functions.

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

41.5 Grievances arising out of this provision shall be filed directly with the Office of Labor Relations; a hearing and decision shall be rendered within twenty-four hours of the receipt of such grievance.

41.6 Employees originally appointed prior to September 30th shall be entitled to four personal leave days as provided in this Article.

41.7 Employees originally appointed between October 1st and prior to December 30th shall be entitled to three personal leave days as provided in this Article.

41.8 Employees originally appointed between January 1st and March 31st shall be entitled to two personal leave days as provided in this Article.

41.9 Employees originally appointed after April 1st shall be entitled to one personal leave day as provided in this Article.

ARTICLE 42

GRADUATE DEGREE STIPEND

42.1 It is agreed that those employees within the bargaining unit who earn or have earned on their own time and at their own expense a Master's Degree from a fully accredited institution of higher learning which is not an educational requirement for the employee's classification shall be entitled to a salary increase of \$2,000.00 per year. The effective date of this article for those currently possessing a Master's Degree shall be the date of contract ratification. The effective date of this article for those employees who subsequently acquire a Master's Degree shall be the start of the second pay period after submission of the degree or transcript to the respective Department's Chief Personnel Officer. The stipend shall be paid proportionately in each pay period. An employee shall not be entitled for more than one stipend under this provision.

ARTICLE 43

RECLASSIFICATION AND/OR UPGRADING

43.1 During the term of this Agreement any employee who believes their responsibilities more closely resemble the job description of another classified position, rather than the one assigned, or any employee asked to perform responsibilities out of classification, or any employee whose duties have been significantly changed to reflect duties required of a higher classification, may appeal for reclassification or upgrading to that position in the following manner:

A. Make a request in writing for a desk audit to the Personnel Officer or other appropriate official within the agency. The employee shall be furnished with a questionnaire within five working days of said request.

B. Within five working days, upon receipt of the completed questionnaire, the employee's immediate supervisor and Department Director, shall forward said questionnaire to the Division of Personnel, Classification Section, for study. The Department Director or their designee shall then notify the employee and Union that documents were sent to Personnel.

C. Within sixty working days after receipt of said questionnaire, the Personnel Division shall issue a finding relative to the merits of the employee's claim. The report will be in writing, and it will set forth specific reasons for approval or denial. A copy of this report will be forwarded to the employee and the Union.

D. If the appeal is granted, it shall be implemented in accordance with the provision of Merit System Law and Personnel Rule 2.015:

"When an employee holds permanent status, or is serving probationary period in a class of position and the position is reallocated to a different class of position, the Personnel Administrator may approve their employment in said different class of position with the status held in the former class, if their name appears on a current list deemed appropriate by the Personnel Administrator, or if they pass a non-competitive examination of the same degree of difficulty as an open competitive examination for said different class of position; otherwise, the employee may be employed in the said different class of position only with temporary status, subject to the provisions of the Act and Rules."

If an employee's position is reallocated from a standard to a non-standard classification, and the overtime payments to be repaid exceed the amount of retroactive pay resulting from the reallocation, then for pay purposes the reallocation shall be prospective only and the employee shall neither be paid retroactively nor obligated to repay overtime payments received.

E. If the appeal of the employee is denied by the Personnel Division, then the employee may appeal to the Director of Administration or their designee, who shall conduct a hearing with the employee within ten working days of the request for an appeal by the employee. The Director of Administration or said designee shall render a decision in writing containing specific reasons for approval or denial within ten working days of the hearing. Copies will be sent to the employee and the Union.

F. If the appeal is denied by the Director of Administration, the employee may appeal to the State Personnel Appeal Board. The decision of the Personnel Appeal Board shall be final and binding.

G. If the appeal of the employee is granted, the employee will be paid retroactively to the date of filing.

H. The State agrees that work will not be reassigned for the purpose of avoiding reclassification or upgrading during a reclassification or upgrading appeal.

I. In the event the employee is in fact working out of classification, or their job is determined to be in need of an upgrading, the State may exercise one of three options:

1. The employee should be reallocated to the position that best represents the duties performed by the employee, or;
2. Inform the employee they are not to perform any duties other than those required of the class specifications for said position, or;
3. Create a classification which reflects the duties performed by the employee.

43.2 It is agreed by both parties that there is direct relationship between registered nurses and licensed practical nurses and that custom and tradition has been observed in the payment of wages and benefits between two classifications. It is further agreed that a study of

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

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

ARTICLE 44

TUITION REIMBURSEMENT

44.1 Employees within the bargaining unit under this program may apply to have the cost of tuition and required books reimbursed for approved courses taken at approved or accredited colleges or universities, trade schools or continuing adult education programs which are job related or required as part of job related degree programs and for which the employee receives at least a Grade C for undergraduate courses and a Grade B for graduate courses. Requests to take courses under the program must be presented in advance to the employee's appointing authority who will make recommendation for approval or denial to the Education Committee.

44.2 Tuition reimbursement shall be funded in an amount not to exceed \$16,000 per calendar year. Unused funds shall not be carried from one year to another.

44.3 Employees under this program shall not be allowed to attend courses during the employee's normal working hours.

44.4 An Education Committee shall be established consisting of four members appointed by the Brotherhood and four members appointed by the State. The Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for both undergraduate and graduate programs.

44.5 Course reimbursement shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of State seniority, by local, on a rotating basis.

ARTICLE 45

DAY CARE

45.1 The parties agree to form a committee consisting of four representatives designated by the Union and four representatives designated by the State. This committee shall meet within 30 days of the ratification of this contract and at other times thereafter as the members may deem necessary.

45.2 The committee shall have as its purpose the task of determining the feasibility of establishing day care facilities for State employees. The committee shall consider the following:

1. Center location sites.
2. The number of children who will be served.
3. The minimum age and maximum age of children to be served.
4. Criteria for eligibility of parents.
5. Hours.
6. Who should offer the service.
7. Administration and fees.
8. Licensing and legal requirement.
9. Any other related issue.

The committee shall report its findings concerning day care to the Brotherhood and the State, as they become available. The State and the Union shall meet to discuss in good faith the findings of the committee and possible implementation.

ARTICLE 46

RETIREE MEDICAL COVERAGE

46.1 The State and the Union have agreed that any employee covered by the contract that retires in accordance with R.I.G.L. 36-8-1 et seq. shall be able to elect to receive employer paid individual medical coverage.

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

46.3 An employee who elects to receive individual medical care coverage shall receive basic individual Blue Cross Plan 100 and major medical or its equivalent. If an employee retires under this provision prior to reaching age sixty-five, in that event, when such an employee reaches age sixty-five, they shall receive individual plan sixty-five or its equivalent. If an employee has already reached age sixty-five and elects to receive individual medical coverage under the provision, they shall receive individual plan sixty-five or its equivalent.

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

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

46.6 The following formula will be used for paying the cost of individual coverage for employees who retire:

Years of	State's	Employee's
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Service	Age	Share	Share
10-15	60	50%	50%
16-22	60	70%	30%
23-27	60	80%	20%
28+	--	90%	10%
28+	60	100%	0%
35+	Any	100%	0%

46.7 At Age sixty-five, upon reaching eligibility for Medicare supplement, the formula shall be increased as follows:

Years of Service	Age	State's Share	Employee's Share
10-15	65+	50%	50%
16-19		70%	30%
20-27		90%	20%
28+	--	100%	0%

46.8 The parties agree that retiree health insurance benefits as set forth in Article 4 of 08-H 7204 SUB A, as amended, approved May 1, 2008, shall remain in effect for the term of this agreement. Should a court of competent jurisdiction declare this legislation to be unconstitutional in whole or part, the parties agree that retiree health insurance benefits as provided by law shall remain in effect for the term of this agreement. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

ARTICLE 47

ALTERATION OF AGREEMENT

47.1 The State and the Union acknowledge that this agreement represents the results of collective bargaining negotiations between the said parties conducted under and in accordance with the provisions of the Labor Relations Act and constitutes the entire agreement between the parties for the duration of the life of said agreements; each party waiving the right to bargain collectively with each other with reference to any subject matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this agreement.

47.2 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing. No negotiated Settlement Agreements or Memorandums of Agreements entered into after the ratification of this Agreement will have precedential effect, amend this agreement, or provide for wage rate adjustments unless they are signed by the Director of Administration or his/her designee.

47.3 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

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

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

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

No negotiated Settlement Agreements or Memorandums of Agreements entered into after the ratification of this agreement will have precedential effect, amend this agreement, or provide for wage rate adjustments unless they are signed by the Director of Administration or his/her designee.

ARTICLE 48

TRANSITIONAL EMPLOYMENT

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

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

Based upon definitive medical verification of the employee's restrictions, the State shall modify the employee's assignment including job functions, tasks, hours, shift and/or work location, to provide transitional employment which will not exceed the employee's restrictions. If no transitional employment is available in the employee's classification, the employee may be offered temporary work outside their classification with the agreement of the Union.

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

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

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

ARTICLE 49

CASE LOADS

49.1 The State and the Brotherhood shall study the issue of maximum target case loads, based upon FY 06 as the study period, for Adult Counselors, Cottage Mangers, Clinical Social Workers and Community Program Counselors in the bargaining unit and establish maximum target case loads for FY 07. In the event that reallocation of existing FTE's is not sufficient to permit the maintenance of such target case loads, the State and the Brotherhood shall jointly approach the legislature to request authorization for the appropriate number of FTE's to allow for implementation of the aforesaid target case loads.

ARTICLE 50

TERMINATION & REOPENING OF AGREEMENT

50.1 This agreement shall be in force from July 1, 2017 through June 30, 2020.

50.2 This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing ninety 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 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 days prior to the designated termination date.

IN WITNESS WHEREOF, the parties have set their hands this ____ of ____, 2018.

FOR THE STATE OF RHODE ISLAND:

FOR the Brotherhood of
Correctional Officers

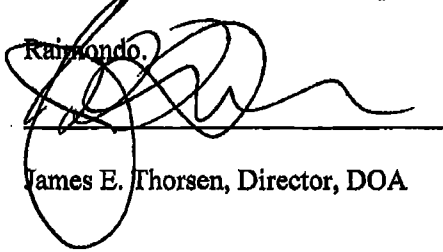
Gina Raimondo, Governor



Richard Ferruccio, President

James E. Thorsen, Director, Department of Administration on behalf of Governor, Gina

Raimondo.



James E. Thorsen, Director, DOA

APPENDIX B

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 OOP Max**	\$1,000 (\$2,000 family)
OON Deductible	\$1,000 (\$2,000 family)
OON OOP Max	\$5,000 (\$10,000 family)
In-Network Coinsurance	10%
OON 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) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15;
- (3) Specialist office visit - \$25/\$50 (higher specialist copay applies without referral under PCP Coordination of Care);
- (4) Chiropractic care – \$15;
- (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) Emergency room - \$125;
- (10) Urgent care - \$50;
- (11) Physical therapy, occupational therapy and speech therapy - \$15.

Anchor Plan:

In Network Deductible*	\$1,000 (\$2,000 family)
In Network OOP Max**	\$2,000 (\$4,000 family)
OON Deductible	\$2,000 (\$4,000 family)
OON OOP Max	\$6,000 (\$12,000 family)
In-Network Coinsurance	10%
OON Coinsurance	30%

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

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

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

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15;
- (3) Specialist office visit - \$25/\$50 (higher specialist copay applies without referral under PCP Coordination of Care);
- (4) Chiropractic care - \$15;
- (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) Emergency room - \$150;
- (10) Urgent care - \$50;

(11) Physical therapy, occupational therapy and speech therapy - \$15.

Anchor Choice with HSA Plan:

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

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

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

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

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

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

- (11) Physical therapy, occupational therapy and speech therapy copay -- coinsurance after deductible.
- 2. If two State employed spouses hired into state service on or after June 29, 2014 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.
- 3. For clarification purposes only, employees on paid or unpaid leave are responsible for their regular co-share payment for health insurance (i.e. medical, dental and vision). Failure to make such payments may result in termination of such benefits upon thirty (30) days' notice.
- 4. Insurance

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

For full time employees:

Effective July 1, 2017:

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

The Co-Share contribution salary 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 for eligible employees shall be increased by 2% effective January 1, 2018; 2.5% effective January 1, 2019; 2% effective July 1, 2019; and 1% effective January 1, 2020..

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

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

Effective January 1, 2018:

Individual Plan		Family Plan	
Less than \$97,391	20%	Less than \$50,663	15%
		\$50,663 to less than \$97,391	20%
\$97,391 and above	25%	\$97,391 and above	25%

For part-time employees:

Individual or Family Plan	
Less than \$91,820	20%
\$91,820 and above	35%

Effective January 1, 2019:

For full-time employees:

Individual Plan		Family Plan	
Less than \$99,825	20%	Less than \$51,930	15%
		\$51,930 to less than \$99,825	20%
\$99,825 and above	25%	\$99,825 and above	25%

For part-time employees:

Individual or Family Plan	
Less than \$94,095	20%
\$94,095 and above	35%

Effective July 1, 2019:

For full-time employees:

Individual Plan		Family Plan	
Less than \$101,822	20%	Less than \$52,969	15%
		\$52,969 to less than \$101,822	20%
\$101,822 and above	25%	\$101,822 and above	25%

For part-time employees:

Individual or Family Plan	
Less than \$95,977	20%
\$95,977 and above	35%

Effective January 1, 2020:

For full-time employees:

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

For part-time employees:

Individual or Family Plan	
Less than \$96,937	20%
\$96,937 and above	35%

5. The employee waiver shall be a maximum of \$1,001 (\$38.50 per pay period).
6. Employee Drug Copay: Effective January 1, 2018, the following in-network copays 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>	<u>Tier 4</u>
\$20.00	\$70.00	\$120.00	\$200.00

Anchor Choice with HSA Plan:

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

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

<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>	<u>Tier 4</u>
\$20.00	\$70.00	\$120.00	\$200.00

7. The State will provide a vision/optical care program for the employee.
8. Dental and Vision Programs: 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 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 calendar year maximum from \$1,200 to \$1,500
- 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.

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 allowance of \$30

The buy-up plans are fully insured. For the buy-up plan(s), the State intends to pay \$1 of the buy-up plan monthly premium. Any premium amount above the State-funded amount shall be paid by the employees opting into the buy-up plan through increased premium co-shares.

9. Flex Plan

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

10A. 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 1st and December 31st of each calendar year (an “activity year”). The earned reductions in medical insurance co-share payments shall be awarded to active employees participating in the State’s medical plan in the first half of the calendar year following each activity year.

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. Supplemental Wellness Incentive Programs

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

ii. Diabetes Prevention Program (DPP) Completion Incentive

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

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

12. 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.

13. 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.

14. The State will allow a bargaining unit member to opt out of employer provided health insurance consistent with the opt-out provisions of the State's Section 125 Cafeteria Plan and applicable IRS regulations.
15. The military leave provisions in the collective bargaining agreements between the State and all Coalition labor organizations shall be amended as follows:

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.

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 Brotherhood of Correction Officers Professional Unit (the "Union") (collectively the "Parties").

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

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

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

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

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

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

1. Mid-Term Discussions/Bargaining

Provided the report is completed by June 30, 2015, the Parties agree that they will meet and confer over the recommendations in the Report. Statutory impasse procedures of RIGL 36-11 shall not apply to the Parties' agreement to meet and confer. By entering into this MOA, neither party waives any rights it has. In no event will the implementation of recommended changes result in the decrease in an employee's base wages.

2. Mutual Cooperation

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

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

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).

The following Letters of Understanding were adopted by the parties.

Letters of Understanding

Sexual Harassment

Executive Order (Sexual Harassment)

Sick Leave Amendment

Employee Rights

Arbitrator's Decision, Housing State Vehicles

Personal Business Leave Time

Sick Leave Committee

Incentive Training Program Committee

Article 22 Bulletin Boards

Articles 9.3 and 9.5, Holidays

Article 7, Section 1, Shift Differential

Consecutive Shifts

Memorandum of Agreement - Pay Equity

Memorandum of Agreement - Emergency/Temporary Employee

EXECUTIVE ORDER NO. 85-13

June 7, 1985

SEXUAL HARASSMENT

WHEREAS, it is imperative that all State employees be permitted a work atmosphere free from unwanted sexual harassment. Sexual harassment is an offensive working condition which will not be tolerated by this Administration. It is a particularly sensitive issue, but it is an issue that must be dealt with openly and firmly.

WHEREAS, sexual harassment is unsolicited, deliberate or repeated sexually explicit derogatory statements, gestures or physical contacts which are objectionable to the recipient and which cause discomfort or humiliation. Sexual harassment may involve pressure from a person of either sex against a person of the opposite or same sex, and may occur in any employment relationship.

WHEREAS, in some cases sexual harassment constitutes unlawful sex discrimination for which legal remedies are available under Title VII of the Civil Rights Act of 1964, as amended. In other cases the nature of the harassment is such that internal personnel procedures may be the appropriate form of redress.

WHEREAS, sexual harassment undermines the integrity of the workplace, results in deleterious employment consequences to its victims, and must be eliminated.

NOW, THEREFORE, by virtue of the authority vested in me as Governor of the State of Rhode Island and Providence Plantations it is ordered as follows:

To ensure a work environment free from sexual harassment

1. The Director of the Department of Equal Opportunity shall be responsible for providing a program of training for the Equal Opportunity officers of each Department, Agency, Board and

Commission under the jurisdiction of the Governor. Such training shall include the identification of sexual harassment and the procedures for investigation and resolution of complaints.

2. The head of each Department, Agency, Board and Commission under the jurisdiction of the Governor shall be responsible for:

A. disseminating to each person in their employ appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and organizations through which victims may seek assistance; and,

B. briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action. All other constitutional officers are urged to implement similar policies to assure the elimination of sexual harassment. This order shall not be construed to enlarge upon, not to limit or abridge the rights of any person under the constitutions or statutes of the United States or the State of Rhode Island. This order is effective upon filing with the Secretary of State.

Sincerely, Governor

LETTER OF UNDERSTANDING

SICK LEAVE BILL

The parties hereto recognize that the Rhode Island General Assembly has enacted an amendment to Title 36, Chapter 4, of the Merit System Law. Said amendment is identified as Title 36, Chapter 4, Section 63. Therefore, the parties have agreed to amend those provisions contained in the October 2, 1980 Collective Bargaining Agreement that conflict with R.I.G.L. 36- 4-63. These provisions are set forth below. Should the legislature repeal the R.I.G.L. 36-4-63 in whole or in part or should a court of competent jurisdiction declare R.I.G.L. 36-4- 63 to be unconstitutional in whole or in part, those provisions set forth below would again become operative from the

effective date of a final adjudication by a court of competent jurisdiction declaring said statute to be unconstitutional.

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

8.7 Hours credited for holidays, sick leave, vacation and compensable injury shall be considered as time worked for the purpose of computing overtime. Where the employee's work record gives evidence of abuse of sick leave, then it shall be the management's prerogative to deny the applications of hours credited for sick leave for the purpose of computing overtime. However, the employee shall be entitled to pursue such a denial through the grievance procedure, where they feel the denial improper.

8.8 Overtime shall be offered to employees on the basis of their seniority in their classification within the division in which they are employed. An employee offered overtime will be excused at their request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until their name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and division in which overtime work is assigned voluntarily accept the assignment, the State may direct and require employees within the classification and division to perform the work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union at its request.

LETTER OF UNDERSTANDING

SICK LEAVE BILL

The parties hereto recognize that the Rhode Island General Assembly has enacted an amendment to Title 36, Chapter 4, of the Merit System Law. Said amendment is identified as Title 36, Chapter 4, Section 63. Therefore, the parties have agreed to amend those provisions contained in the October 2, 1980 Collective Bargaining Agreement that conflict with R.I.G.L. 36-4-63. These provisions are set forth below. Should the legislature repeal the R.I.G.L. 36-4-63 in whole or in part or should a court of competent jurisdiction declare R.I.G.L. 36-4-63 to be unconstitutional in whole or in part, those provisions set forth below would again become operative from the effective date of a final adjudication by a court of competent jurisdiction declaring said statute to be unconstitutional.

13.5 The appointing authority may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay, but must require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three consecutive working days.

The State reserves the right to notify the Union of additional provisions in the Collective Bargaining Agreement which it contends also conflict with 36-4-63.

August 27, 1980

JOINT STATEMENT

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

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

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

EMPLOYEE RIGHTS

During negotiations and at the hearing, both parties made proposals for adding to or changing the language in the present contract on the grounds that although the State and its managers and the Union and its members have legal rights outside the agreement, those rights are more readily recognized if they are in the contract where they can be pointed to if their denial is threatened. There is much to be said for this theory, but if the Board accepted and applied it, the agreement would be as large as a dictionary and the important day to day sections would be lost in the forest of language. The Board is not going to make the Union's proposed Article XLIV a part of the contract for the reasons advanced by the State. Instead, it sets forth the entire proposal in this decision so that, in the unlikely event that a violation of any of these rights is threatened, the persons interested will have available this proposal as rights which both sides recognize but did not make a part of the agreement because it was unnecessary to do so.

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

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

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

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

LETTER OF UNDERSTANDING

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

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

- a. The total personal leave time will not exceed thirty hours per fiscal year and,
- b. The practice will not establish a precedent for any amount of personal leave time other than that provided in Article 41 (Personal Business Leave).

c. The parties agree to meet and resolve the issue of the fourth personal leave day for irregular work schedule.

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

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

3. Within ninety days of the signing of this agreement, a committee will be formed consisting of three members of the State and three members of the Union to study an incentive training program, inequities within the present program and inequities in the program among all State employees and all other facets necessary to make recommendations/ including the time limits appropriate for said implementation. Provided, however, the committee complete its report within six months of the date of the first meeting.

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

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

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

6. During the negotiations between the State of Rhode Island and Council 94, AFSCME, it was mutually understood and agreed to that Article VII, Section 1 of the existing contract containing the language "The night tour of duty shall mean hours worked between the hours of 11 p.m. and 8 am" shall not pertain to those employees who begin work on their shift at 7 a.m ..

7. During the negotiations between the State of Rhode Island and Council 94, AFSCME, on the master contract, it was mutually understood and agreed to by both parties that the subject of allowing time or money for those employees who work consecutive shifts in certain bargaining units will be proper items for negotiations in a mini-contract.

MEMORANDUM OF AGREEMENT

JOB PROTECTION/AUTOMATION

The State agrees still further that employees affected by automation shall be offered job/lay-off protection by Special Agreement of the parties which shall be detailed after the conclusion of negotiations.

S/STATE OF RHODE ISLAND S/COUNCIL 94

MEMORANDUM OF AGREEMENT

PAY EQUITY

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