

**MASTER AGREEMENT**

**BETWEEN**

**UNAP LOCAL 5019**

**AND**

**THE STATE OF RHODE ISLAND**

**July 1, 2017 – June 30, 2020**

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## **MEMORANDUM OF AGREEMENT**

In this Agreement entered into this \_\_\_\_ day of \_\_\_\_, 201\_\_\_\_ by and between the State of Rhode Island, hereinafter referred to as the State, and the United Nurses and Allied Professionals, Local 5019, hereinafter referred to as the Union, the parties agree as follows:

### **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, thereof, 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 association relationship are essential to carry out this end.

No negotiated Settlement Agreements or Memorandums of Agreements entered into after 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 I - RECOGNITION**

- 1.1 The State hereby recognizes the Union as the sole and exclusive bargaining agent (for the purpose of establishing salaries, wages, hours, and all other conditions of employment) for all employees within the bargaining units covered by this Agreement. The bargaining units as of the date of this Agreement are: EE-1657, Department of Education; EE-1696A, RICLAS/BHDDH; EE-1700A, Department of DHS/EOHHS; EE-1862, URI Student Health Department/University Health Services, RIC Student Health Department, CCRI Student Health Department (Warwick, Lincoln, Providence, Newport and Campuses); EE-2079, Zambarano Hospital (Eleanor Slater Hospital); EE-2706, RI Veterans' Home.
- 1.2 This agreement shall apply to each of the bargaining units set forth above in the same manner as if the parties entered into separate agreements with respect to each unit.
- 1.3 The State agrees that no employee shall be discriminated against, intimidated, or coerced in the exercise of this right to bargain collectively through the Union, or on account of his membership in, or activities on behalf of the Union.

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

- 2.1 The State and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex or age, physical handicap, gender identity and expression, sexual orientation or country of ancestral origin.
- 2.2 All reference to employees in this Agreement designate both sexes, and whichever gender is used, it shall be construed to include male and female employees.
- 2.3 The Union shall not discriminate against any employee in the administration of this Agreement because of non-membership in the Union
- 2.4 The State agrees that no employee shall be discriminated against, intimidated, or coerced in the exercise of his right to bargain collectively through the Union, or on account of his membership in or activities on behalf of the Union.
- 2.5 The State and the Union agree to establish a committee consisting of representatives from both sides to continue to explore affirmative employment action and, if possible, to enter into a Letter of Understanding.
- 2.6 Nothing in this agreement shall be construed so as to prevent compliance with any obligation imposed by the



Americans with Disabilities Act of 1990.

**ARTICLE III - UNION SECURITY AND DUES DEDUCTIONS**

- 3.1 The State Controller shall deduct Union dues and service charges from the wages of all members within the respective bargaining unit.
- 3.2 In those bargaining units 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 The appointing authority shall give written notice to the President of Local 5019 of those employees within the respective bargaining units who become eligible for membership in the Union.

**ARTICLE IV - HOURS OF WORK**

- 4.1 It is hereby agreed that there shall be four (4) basic work weeks as follows:
  1. A 35-hour workweek (five consecutive 7 hour days).
  2. A 40-hour workweek (five consecutive 8 hour days).
  3. A non-standard workweek of an average of at least 35 hours per week.
  4. Non-Standard Non-Exempt-5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receives overtime pay at time and one half for all hours worked in excess of forty (40.0) hours.

4.2 The various classes of positions are hereby assigned to a basic work week and a class pay grade in accordance with the following schedule:

Class of Position

Consultant Public Health Nurse 926

Nursing Instructor 924

Nursing Instructor Supervisor 926

Physician Extender 929

Public Health Nurse 920

Registered Nurse 920/921\*

Supervising Registered Nurse 924/925 (General) (Psychiatric)\*\*

Infection Control Nurse 924

Supervising ICN 926

Community Health Nurse 923

Clinical Nurse Specialist 926

\*For purposes of bidding, Registered Nurse 920 and 921 are the same position with differing compensation scales.

\*\*For purposes of bidding, Supervising Registered Nurse 924 and 925 are the same position with differing compensation scales.

4.3 It is recognized that there are now other work schedules peculiar to certain classes of positions, 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 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. Work rules and working conditions will not be changed until first discussed with the Union. In the event of disagreement, changes may be instituted, but subject to the grievance and arbitration articles herein.

- 4.4 Employees who work at least sixteen hours a week shall be entitled to fringe benefits on a pro-rata basis, except retirement and Blue Cross benefits.
- 4.5 Employees shall be granted a fifteen (15) minute coffee break during the first half and the second half of their work day
- 4.6 Duty schedules shall be posted two- (2) weeks in advance.
- 4.7 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 off to equalize his working hours.
- 4.8 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 she/he does not receive such written authorization or direction.

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

A three-day rule assignment for a bargaining unit position that is created by illness leave, injury leave, workers compensation leave, military leave or other leave where the employee has not vacated the position ("Encumbered Positions") will not exceed twelve (12) months. If at the end of the twelve (12) month period, the vacated position remains an Encumbered Position, the State may fill the position with additional three-day

rule assignments of other employees. If at the end of the twelve (12) month period the position is not encumbered, it will be posted as a vacant position in accordance with Article 10 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 10 of the collective bargaining agreement provided the position is funded and approved to be filled. The nine (9) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

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

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

- 4.9 Effective November 29, 1981, when a Charge Duty Nurse is required to assume the responsibilities of a supervising Registered Nurse, and when the Department confirms that the Charge Duty Nurse continues to accept the responsibilities of both positions (Charge Nurse and Supervising Registered Nurse), said Charge Duty Nurse will, in addition to being compensated in accordance with the provisions of Section 4.8 of the Contract, retain charge pay.

#### **ARTICLE V - SALARY SCHEDULE**

- 5.1 It is agreed that all employees covered by this agreement shall receive a salary increase as follows:

(1) Wages

- (a) There shall be an across-the-board base wage salary increase of 2.0% effective January 1, 2018.
- (b) There shall be an across-the-board base wage salary increase of 2.5% effective January 1, 2019.
- (c) There shall be an across-the-board base wage

salary increase of 2.0% effective July 1, 2019.

(d) There shall be an across-the-board base wage salary increase of 1.0% effective January 1, 2020.

- 5.2 Professional Registered Nurses may be hired at an appropriate step within grade based on professional work experience as a Registered Nurse.
- 5.3 Any newly hired or promoted employee shall receive a one-step increase at the satisfactory completion of the probationary period and shall receive an additional one-step increase each year hereafter until he/she has reached the maximum as required by law.
- 5.4 An employee with temporary status shall receive a one-step increase after each year of service in his classification until he has reached the maximum of his grade.
- 5.5 Each employee shall, with the approval of the appointing authority, be granted longevity according to the following formula:

<u>Years of Service</u>	<u>Percentage Increase on Gross Rate</u>
15	5%
20	7.5%
25	10%

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.

- 5.6 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 his/her current base step (or if the employee is at maximum of the grade, an increment equal in amount to the difference between the last step in the pay range and that step immediately prior to it)

The INCENTIVE IN-SERVICE TRAINING PROGRAM is modified as follows:

1. Persons employed prior to July 1, 2001 may retain or attain said increment but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of his/her employment with the State.
2. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to DOA's Office of Training and Development a written form giving up



career increment retention under Paragraph 1.

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

- a. Each earned increment shall be retained for not more than four (4) years; and
- b. Each employee shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three years or more after final payment of the previously earned increment.

5.7 The salary range for each class of position with the bargaining unit shall be amended to reflect the addition of seven hundred fifty (\$750.00) dollars for all employees within those classifications who hold or are awarded a Baccalaureate degree in nursing related disciplines. Employees within those classifications who hold or are awarded a Master's Degree in nursing or related disciplines shall receive two thousand (\$2,000.00) dollars. No employee shall receive both additional amounts simultaneously. Courses credited

toward the attainment of the Baccalaureate degree may not be utilized toward the in-service training curriculum requirement of Article 5.6.

5.8 If an employee's classification requires a Master's degree or Bachelor's degree, he or she shall not be entitled to the award.

5.9 When an employee has received additional compensation for which he/she is not entitled, the State shall recover such overpayment at the rate of ten (10) percent of the overpayment or \$100 whichever is lesser per pay period until the amount of the overpayment is fully recovered.

#### **ARTICLE VI - SHIFT DIFFERENTIAL PAY**

6.1 Any shift that starts on or after 3:00 p.m. and ends on or before 8:00 a.m. shall receive shift differential pay.

6.2 Any shift that starts on or after 7:00 a.m. and ends on or before 4:30 p.m. shall not receive shift differential pay.

6.3 Any shift that works hours other than those cited above will be paid shift differential pay for those hours worked between 4:30 p.m. and 8:00 a.m.

6.4 An employee who works on an overtime basis between 3:00 p.m. and 8:00 a.m. shall receive shift differential.

6.5 The shift differential shall be seventy (\$.70) cents per

hour.

- 6.6 Shift differential shall not apply to employees who initiate alternative workweek schedules, which are of a temporary duration.

#### **ARTICLE VII - OVERTIME**

- 7.1 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.
- 7.2 Overtime work shall be defined as the required performance of work in excess of the established workweek.
- 7.3 Compensation for overtime work shall not be paid to employees in the non-standard category.
- 7.4 Time and one-half shall be paid in each or any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no duplication or pyramiding of overtime: All work performed in excess of forty (40) hours and, in those classes of positions in which it is applicable, all work performed in excess of thirty-five (35) hours in any week
- 7.5 Whenever an employee is required to work on a holiday

which falls on his regularly scheduled work day, he shall be credited with the number of hours in his official work schedule for that day, plus the number of hours actually worked at the rate of one and one-half times.

- 7.6 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 the Union at the close of each pay period.
- 7.7 Hours credited for sick leave shall not be considered as time worked for the purpose of computing overtime.
- 7.8 Any employee who has performed work in excess of their scheduled 40-hour workweek may request compensatory time in lieu of cash payment (both at rate of time and one-half). If such request is approved, the discharge of such compensatory time must be scheduled and cannot require the use of overtime work by other employees to cover said absence. In any event, the accumulation of such compensatory time cannot exceed a total of 80 hours of compensatory time. Such compensatory time cannot be carried from one calendar year to another. Compensatory time shall either be used or paid at the end of the

calendar year.

- 7.9 The State agrees that prior to "Freezing-In" an employee to a second consecutive shift, the responsible agency authority will exhaust the voluntary overtime list which exists for that particular facility. Should the aforementioned procedure fail to produce a volunteer, then the State will assign the overtime to the least senior Nurse on duty from the previous shift, provided however, that each subsequent assignment requiring that an employee be "frozen-in" shall be assigned on the basis of inverse seniority, rotating each time amongst the employees from the previous shift who were on duty on the day which the overtime was required
- 7.10 No employee shall be allowed/required to work more than 16 consecutive hours without a break lasting at least 8 hours, except in a declared emergency.

#### **ARTICLE VIII - HOLIDAYS**

- 8.1 The following shall constitute the official holidays:

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Victory Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

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

Any day which the Governor shall appoint as a holiday.

Any day which shall be, hereafter appointed by the General Assembly to be holiday.

8.2 The State agrees that in the event that the Legislature abolishes any of the aforementioned holidays, employees covered by this Agreement shall be extended a paid personal day in place of the abolished holiday. If the General Assembly should restore the abolished holiday or add a new holiday in place of the abolished holiday, the additional personal leave days would be withdrawn.

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

8.4 If a holiday falls on one of an employee's regularly

scheduled days off, he shall be credited with the number of hours for one day in his official work schedule. The hours so credited shall not be used in the computation of overtime.

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

8.6 Holiday work shall be rotated.

8.7 If a holiday is observed while a Registered Nurse is on a sick leave or vacation leave (annual paid leave) he/she shall receive his/her holiday pay and the day will not be charged against the annual leave.

8.8 Whenever an employee in a standard work week (35 hours or 40 hours weekly) or non-standard employee works 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.

- 8.9 The parties agree that for the purposes of Holiday pay under Section 8.4 of this Article the Christmas and New Years' Day and for the Rhode Island Veterans' Home only - July 4th, 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 holiday pay for working on Monday, if the holidays 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 workweek is Monday through Friday.
- 8.10 The Christmas Day and New Years' Day holidays are observed commencing with night shift of the day before the day of observance of the holiday. (It is the intent of this provision not to add any additional hours to the celebrated holiday, thus the holiday ends at these agencies at 11:00pm Christmas Day and New Years' Day). For all other holidays, shifts commence on the actual day of the holiday.



**ARTICLE IX - INCLEMENT WEATHER/EMERGENCIES**

9.1 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 provision shall apply:

1. The Department of Administration shall determine a single 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 elected 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 X - SENIORITY**

10.1 Primary seniority shall be defined as the total length

of service in the current class of position. Secondary seniority shall be defined as the total length of service in all other classes of positions in the bargaining unit including the current class of position. Secondary seniority shall be applied as follows in all cases of layoff: In the event that a member of the bargaining unit is laid off and cannot bump another employee in the affected classification, that employee would be able to use secondary seniority to bump into a different classification, provided that the employee had been employed in that classification. The employee may utilize the total length of service in the current classification plus the total length of service in the classification(s) into which the employee elects to bump. Meaning that an employee who held a position in grade 926, for example, is laid off and formerly held positions in pay grade 924 the employee would be able to count his/her length of service in the 926 position as well as the total length of service in the 924 positions. In the event that the employee was unable to bump in the next lower pay grade but is able to bump into the registered nurse class the employee would be able to utilize his/her total length of service in all

classifications which the employee held in the bargaining unit.

- 10.2 It is hereby agreed that the parties hereto recognize primary seniority in all cases of shift preference, promotions, transfers, floats, relief assignments, temporary assignments of sixty days or more within the same unit, days off, vacation time, layoffs (except where as noted in this Article), and recalls. Inclusion of promotions above is qualified by Section 10.11.
- 10.3 Seniority is defined as the length of employment in State service in any of the classifications covered by this contract. Seniority is not transferable from other bargaining units not covered by this Agreement.
- 10.4 The appropriate personnel office shall prepare and forward to the President of Local 5019 a seniority list. Said seniority list will show the employee's name, class of position, and seniority. Seniority lists shall be revised annually and shall be posted on approved bulletin boards.
- 10.5 (A) Posting. All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet employment opportunities website for a period of ten (10) calendar days and

notice of such vacancies shall be sent to the Union's Executive Director and Local Union President or other designated officials at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities website.

Employees shall be provided reasonable access to the State computers for the purposes of reviewing and applying for online postings. Upon receipt of a transfer request, a copy shall be sent to the designated local officer.

- (B) The State agrees that during the life of this Agreement, all transfers or promotions shall be completed and the registered nurse placed in the new position as soon as possible but not later than four pay periods from the granting of the position.
- (C) Transfers. Employees may bid for new and vacant positions of a similar classification title within an individual unit, and it will be granted on the basis of seniority. In the event there are no bidders from within the individual unit, it will be filled by the bidder of a similar class from other individual units covered by this Contract on the

basis of seniority. Transfers from one unit to another unit will be limited to one move every six- (6) months, unless mutually agreed upon by the parties to this Contract. All applications for lateral transfer shall have a personal interview by the employer.

10.6 Layoffs. Two (2) week's notice of layoff shall be given to the employee(s) so affected and to the Union. Should it become necessary to layoff employees, the State will make every reasonable effort to place these employees in comparable vacant positions within State service. If such placements are not available, the affected personnel shall be placed on a preferential re-employment list. An employee whose job has been abolished and/or who has been laid-off shall have the right to bump as follows:

- 1) A laid off employee must bump the least senior employee on his/her shift, in his/her individual unit, and in his/her status. (For the purposes of Article 10.6 status means full time or part time.)  
If there is no such employee:
- 2) A laid off employee may elect any of the following options within their individual unit:

- a) Bump least senior employee on the same shift other status
  - b) Bump least senior employee on other shifts same status
  - c) Bump least senior employee on other shifts other status. If there is no such employee, the procedures in 10.6(3) shall apply.
- 3) A laid off employee may elect any of the following options:
- a) Bump least senior member of the bargaining unit same shift other status
  - b) Bump least senior member of the bargaining unit on the other shifts same status
  - c) Bump least senior member of the bargaining unit on the other shifts other status.
  - d) Bump the least senior member of the bargaining unit same shift same status

A bumped employee shall have the same rights as a laid off employee. Laid off employees who have permanent status in more than one classification shall exercise bumping rights in accordance with the foregoing first using their primary classification. If they are unable to bump using primary classification, they may exercise

bumping rights in accordance with the foregoing using their secondary classification. The parties agree to make expedited arbitration without going through grievance procedure, the exclusive procedure for resolving disputes over layoff, bumping and recall. Individual units shall be: Division of Developmental Disabilities, Zambarano Hospital, Veteran's Home, URI, RIC, CCRI, Department of Human Services, and the Department of Education.

10.7 In the event of layoff, the following order shall be instituted:

- a) probationary status
- b) least senior permanent status

In the event of recall, the following order shall be instituted:

- a) statutory status
- b) permanent status
- c) probationary status

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

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

while on said re-employment list.

10.10 Recall notices shall be sent by certified mail, return receipt requested. Unpaid sick leave and personal leave accruals as of the date of the lay off will be frozen for three (3) years from date of layoff.

10.11 Promotions shall be awarded by the appointing authority on the basis of qualification such as education, work performance, and experience. Seniority shall control when qualifications as specified in the foregoing are relatively equal.

(A) Newly hired employees or promoted employees shall serve a probationary period as required by law, during which time the appointing authority shall report to the Personnel Administrator every sixty (60) days concerning the work of the employee; and at the expiration of the probationary period, unless the appointing authority files with the Personnel Administrator a statement in writing that the services of the employee during the probationary period have not been satisfactory and that it is desired that he not be continued in the service, he shall receive permanent status in his classification

10.12 Any employee may be dismissed without recourse during the probationary period for reasons relating to the



employee's qualifications or for the good of the service. It is intended that "probationary period" in the above sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.

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

- a) When an employee has been discharged for just cause,
- b) When an employee voluntarily terminates his employment from state service,
- c) When an employee fails to respond to a recall notice,
- d) When an employee fails to renew a leave of absence,
- e) When an employee engages in other work without authorization while on leave of absence,
- f) When an employee is laid off in excess of three (3) consecutive years,

10.14 Employees in the bargaining unit employed on a part-time basis shall accrue seniority on a pro-rata basis according to hours worked. Seniority shall continue to accrue for part time employees during all approved leaves, including but not limited to vacation, sick

leave, personal days and unpaid leaves per Article 17.3.

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

1. The State shall notify the Union President at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to reorganize.
2. The Union and the State shall meet immediately to review and discuss the State's plan for such reorganization and any proposed alternatives or changes.
3. That plan shall include a thirty-day notification to the affected employees.
4. Affected employees who have no available assignments within their classification may be offered vacant positions which the State intends to fill and which have been posted by seniority, in other classifications which they are qualified and able to fill, including positions of equal pay and positions in lower classes without loss of pay

5. Affected employees shall be given the right to bid on new assignments or exercise bumping rights to a position in an equal or lower class within the facility in accordance with Article 10. (Example: an affected Zambarano employee may only bump within Zambarano but not outside of Zambarano.) The employee ultimately bumped shall take whatever comparable assignment or vacancy is available.
6. In cases where an entire operation is moved from one location to another all affected employees will be re-deployed with the operation.
7. In the event that the number of employees affected by reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by Article 10.6 and 10.7.
8. Assignment of bargaining unit work: No grievance shall be filed or supported by the Union alleging that bargaining unit work previously performed within a 5019 bargaining unit has been assigned outside of such bargaining unit pursuant to the implementation of a reorganization, unless it is in conjunction with a request for a Union representation issue as a result of such

reorganization. A grievance filed in conjunction with a request for Union representation would be held in abeyance by the parties until an official decision is issued by the Labor Board or the inter union dispute is resolved through an alternative dispute resolution procedure. In no event shall the union seek nullification of the reorganization as a remedy for such grievance. This section shall be operative only with regard to labor organizations whose collective bargaining agreements contain similar language. Nothing in this Section 8 shall prevent the Union from subsequently pursuing issues under Article 37 based on nullification of the reorganization plan or other such drastically changed circumstances.

9. Reclassification of existing bargaining unit classifications must be done through negotiations between the parties.
10. Any changes in shifts and/or days off only shall not constitute reorganization under this Article and must be done under Article 4 of this Agreement.
11. This Article 10.15 neither enlarges nor diminishes the State's right if any, to reduce the complement

of bargaining unit nurses and to replace them with non-nurse persons outside of the bargaining unit. In the event there is a dispute between the State and the Union over whether reorganization under this Article is being used for that purpose, no provision of Section 8 will bar the Union from raising this issue as an alleged grievance under Article 37. In addition, this Article 10.14 neither enlarges nor diminishes the State's right, if any, to redesign work or work schedules.

#### **ARTICLE XI - VACATIONS**

- 11.1 No employee shall receive any vacation until such employee has completed thirteen (13) bi-weekly pay periods, but vacation credits shall accrue during such time.
- 11.2 On January 1st of each year, employees shall receive vacation hours in accordance with the following schedule. The hours which are designated as up-front hours shall not be subject to the accrual formula. The balance of an employee's vacation entitlement shall be subject in accordance with the following formula:

<u>Years of Service</u>	<u>Up-Front Hours</u>		<u>Hours Subject to Accrual</u>		<u>Total</u>	
	<u>NS/35</u>	<u>40</u>	<u>NS/35</u>	<u>40</u>	<u>NS/35</u>	<u>40</u>
1) At least six (6) Months but not more than five 5) Years	14	16	56	64	70	80
2) At least five (5) Years but not more than ten (10) Years	14	16	91	104	105	120
3) At least ten (10) Years but not more than fifteen Years	28	32	98	112	126	144
4) At least fifteen (15) Years but not more than twenty (20) Years	28	32	112	128	140	160
5) At least twenty (20) Years but not more than twenty-five (25) Years	63	72	119	136	182	208
6) Twenty-five (25) years or more	63	72	133	152	196	224

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

credit as of the date of termination

- 11.4 Employees shall submit requests for annual leave on or before April 1st. Appropriate Department Directors or their designees shall, by May 15th, assign and post annual leave in accordance with seniority within each classification in each working area. Failure on the part of the Department Director or his/her designee to grant vacation requests by the May 15th deadline shall constitute automatic approval of the vacation requests
- 11.5 Each employee shall be allowed to take at least two (2) consecutive weeks of vacation at some time during the calendar year.
- 11.6 Should a question arise between employees as to when their vacation will be taken, the senior employee shall have preference.
- 11.7 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 that the vacation carried over in excess of one year's accrual amount shall not be subject to cash out under Article 10.3 or other provision of contract or statute
- 11.8 Employees shall accrue vacation leave according to the following schedule:

**ACCRUAL FORMULA**  
**HOURS SUBJECT TO ACCRUAL**

<u>YEARS OF SERVICE</u>	<u>NS/35 HOURS</u>	<u>40 HOURS</u>	<u>% ACCRUAL</u>
0-5	56	64	.0308
5 -10	91	104	.0500
10 -15	98	112	.0538
15 -20	112	128	.0615
20 -25	119	136	.0654
OVER 25	133	152	.0731

- 11.9 If an employee is sick on a regularly scheduled workday within an employee's vacation period, the employee shall be charged sick leave rather than annual leave. The appointing authority may require a physician's certificate or other satisfactory evidence in support of any such request.

**ARTICLE XII - SICK LEAVE**

- 12.1 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 live as a family. Sick leave with pay for attendance upon a member of the family is limited to ten (10) working days in any calendar year.

12.2 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.

12.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five (35) hour schedule or a non-standard schedule and 1000 hours (125 days) for an employee assigned to a forty-hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum. A full time employee who assumes a part-time position shall be entitled to maintain accrued sick time hours in excess of the maximum accrual for a part-time employee, however, the nurse will not be

permitted to accrue additional sick time until such time as his/her total sick time accrual falls below the maximum allotted for a part-time employee

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

A 35-hour a week employee or a non-standard employee shall be entitled to receive 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.

12.5

- (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 employee shall provide, a properly completed

Employee Certification of Necessary Absence Form (affidavit) as provided for 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 either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible employee's leave under such laws.

(h) Nothing herein shall be construed to conflict with R.I. Gen. Laws § 36-4-63.

12.6 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 case of the death of a spouse (including domestic partner), child (including step child or foster child who reside with the employee), mother, father, brother or sister;
- (B) three (3) days in the case of 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 aunt, uncle, sister-in-law or brother-in-law.

Any additional days required will be charged to annual leave or personal leave. If the employee needs sick leave, it must be in accordance with the provisions of Article XII (Sick Leave).

#### 12.7 Sick Leave Bank

1. Sick Leave Bank. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in each of the bargaining unit covered by this Agreement. Those sick leave banks that were in existence as of January 26, 2001 shall remain in existence until exhausted.
2. The Sick Leave Bank Committee shall be composed of four members, two (2) of whom shall be appointed by the President of the Union and two (2) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Decisions of the Sick Leave Bank Committee

to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

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

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

- B. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).

- C. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour workweek and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours

granted shall not exceed the total hours available in the Bank.

- D. The parties agree the Sick Leave Bank shall be a pledge-based contribution, whereby employees will annually pledge sick time in order to be eligible to apply to the Bank for any sick leave. Pledged sick leave shall not be deducted from the employee's sick time accumulation unless the recipient actually uses the time that had been pledged on their behalf.
- E. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall pledge eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven (7) hours of sick leave if assigned to a thirty-five (35) hour work week.
- F. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
- G. Part-time employees may participate on a pro rated basis.
- H. Any unused sick leave remaining in the Sick

Leave Bank on December 31 shall not be carried forward into the next year.

I. If during the calendar year the Sick Leave Bank falls below three fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours or 7 hours) from those employees who made a contribution on January 2 of that calendar year.

J. All sick leave hours accrued while discharging sick leave hours granted by the sick leave bank commit must be discharged prior to discharging available sick leave bank hours.

K. The Union will coordinate with Human Resources to distribute a sick leave policy in accordance with the terms set forth in this Agreement.

12.8 Maternity Leave. Pregnancy leave will be granted under the same conditions as sick leave is granted under this Agreement. The commencement, duration, and expiration of such leave shall be determined on the basis of the pregnant employee's physician.

a) At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current



range for her class of position.

- b) It is agreed that pregnant employees who have exhausted their sick leave accruals, or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible of the commencement of the leave period. Leave shall be granted for a period of not less than three (3) months nor more than twelve (12) months and may be extended by mutual consent, and an early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the appointing authority.
- c) A pregnant employee shall not be required to commence her maternity leave prior to childbirth, unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

12.9 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Worker's

Compensation Laws, he shall be granted sick leave in accordance with the rules applicable thereto in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Worker's Compensation payments, and the total of the two 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. If it shall be determined during the Worker's Compensation proceedings that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27th) week and thereafter, for the duration of the employee's disability, deductions from accumulated credit shall be applied as indicated above.

- 12.10 Any employee whose employment requires exposure to x-rays or other unusual employment hazard shall be granted special sick leave credits not to exceed 120 hours in a calendar year if he is a 40 hour employee or

105 hours in a calendar year if he is a 35 hour or non-standard employee. Such sick leave credits shall be available and sick leave granted upon written recommendation by the appropriate appointing authority to the Personnel Administrator that it has been determined 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.

- 12.11 If an employee becomes physically unable to perform his/her work assignment, the employer will make an effort to provide the employee with an assignment within the employee's capabilities and appropriate to the employee's classification requirement. The employer shall meet with the affected employee and the Union within five (5) days of the request to return to work to develop the limited duty contract. In the event that agreement is reached the employee shall be returned to work in accordance with the terms of the limited duty contract, such return shall be within ten (10) days after the agreement is reached.

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 local Union may identify transitional employment for injured employees, including those with work or non-work related injuries, and those with occupational disease as set forth in R.I. Gen. Laws 28-34-1 et seq., 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 may 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 restriction. If no transitional employment is available in the employee's classification, the employee may be offered temporary work outside their classification with the agreement of the Local Union. Transitional assignments shall be viewed on a regular basis. The review interval shall be agreed upon by the State, the local Union involved, and the employee. The

transitional employment period shall not exceed six months unless extended by mutual agreement of the State, the Local Union involved, and the employee and contingent upon supporting medical documentation.

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

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

- 12.12 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 XIII - EDUCATIONAL LEAVE**

- 13.1 Employees may be required by the administration, from time to time, to attend conferences, meetings, public hearings, workshops, forums, lectures, discussion groups, state sponsored educational offerings, and any other assemblies of professional interest. Employees may also initiate requests to attend such events. The granting of such request is the prerogative of the Director or his/her designee. Approval of such requests shall not be unreasonably withheld. When such requests are considered appropriate, they will be granted fairly and equitably to employees within the bargaining unit in accordance with job-relatedness. Every effort will be made by the Department to insure consistency in granting of these leaves with pay, and they may be subject to review by the Joint Committee.
- A. Educational program benefits, leading to the attainment of a degree in nursing related disciplines, shall be available to all members of the bargaining unit on a semester basis. Applications for educational leave shall be submitted to the appropriate department official thirty (30) days prior to the commencement of the course. Notification of approval shall be made to

the individual within fifteen (15) days of course commencement.

- B. Reimbursement to the individual for costs of tuition, books, and other direct course-related costs of the approved course shall be made to the individual upon verification of satisfactory completion of the course. Satisfactory completion shall be a C grade or higher in any course and shall be verified by official notification from the college registrar.
- C. All texts required for said course and paid for by the State shall accompany the verification of the course and shall become State property.
- D. The education program benefits shall be funded by the State in an amount not to exceed forty thousand (\$40,000) dollars per fiscal year.
- E. Course disbursement shall be equitable and fair and shall be intended to benefit the greatest number of individuals (employees) as practicable. Course distribution shall be in accordance with seniority provisions.
- F. Employees shall be allowed to attend courses only during hours outside of or other than the employee's normal working hours.

G. Employees shall be allowed to attend courses, which will benefit and enhance their capabilities and employment as a Registered Nurse.

H. No surplus of this educational appropriation may be carried forward into another fiscal year.

#### **ARTICLE XIV - HEALTH AND WELFARE**

14.1 See Appendix A, Health Insurance

#### **ARTICLE XV - RETIREMENT**

15.1 Employees shall receive a pension in accordance with applicable law.

15.2 Retiree Health Insurance: The parties agree that retiree health insurance benefits as set forth in Article 4 of 08-H 7204 SUB A, as amended, approved May 1, 2008, shall remain in effect for the term of this agreement. Should a court of competent jurisdiction declare this legislation to be unconstitutional in whole or in 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. Nothing herein shall limit Council 94's right to pursue pending litigation in Case No. PC 08-6196.

#### **ARTICLE XVI - GROUP LIFE INSURANCE**

16.1 It is agreed that all new employees shall be eligible to



participate in the State Employee's Group Life Insurance Program as established by 36-12-6 of the General Laws of 1956, as amended.

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

- A. Each new employee will be automatically covered unless such employee designates in writing that he desires not to be insured.
- B. Each covered employee will be provided with an amount of group life insurance equal to the amount of his annual compensation taken to the next higher multiple of one thousand dollars (\$1,000) plus an equal amount of group accidental death insurance with dismemberment coverage.
- C. Each such amounts of insurance will be reduced by one percent (1%) hereof at the end of each calendar month following the date the employee attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five percent (25%) of the coverage in force immediately prior to the employee's sixty-fifth (65th) birthday.
- D. The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (\$.25) bi-weekly for each one thousand dollars (\$1,000.00) of his

group life insurance.

- E. Upon an employee's termination from State service, the policy may be converted to an individual policy of life insurance at standard rates.

#### **ARTICLE XVII - LEAVE WITHOUT PAY**

- 17.1 It is agreed that, upon written application, an employee may be granted a leave without pay, not to exceed six months, subject to renewal, for reason of personal illness, disability or other purpose deemed proper and approved by the appointing authority and the Personnel Administrator.
- 17.2 At the expiration of such leave, the employee shall be returned to the position from which he is on leave at the same step of the then current range for his class of position.
- 17.3 Seniority shall be retained and shall accumulate during all leaves without pay, provided such leave is granted for illness, injury, education, or personal leave not to exceed twelve (12) months.
- 17.4 An employee shall discharge all applicable accrued leave before being granted leave without pay, however, at the employee's discretion they may choose not to discharge up to one (1) week sick leave, one (1) week vacation leave, R0 and R1 days and four (4) personal days.

#### **ARTICLE XVIII - JURY LEAVE**

- 18.1 Every employee covered by this agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his pay or his jury duty pay, whichever is greater. Employees on Jury Leave will be administratively moved to the first shift, Monday through Friday with Saturday and Sunday as days off. When an employee returns to duty, he/she will report to his/her regularly assigned shift, assignment, and days off.
- 18.2 Every employee covered by this Agreement, who is subpoenaed to appear in court on State business on a day off or during vacation, shall be compensated for the time expended. Any employee who expends time in accordance with this section shall be paid at the rate of time and one-half. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four hours.

#### **ARTICLE XIX - MILITARY LEAVE**

- 19.1 Every employee covered by this agreement who has left or shall leave his position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval

Forces or in Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission, or otherwise) and who has been employed for 180 or more calendar days within the 12 months next preceding such entrance into the armed forces is entitled to and is hereby granted a military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces, resulting from a choice by the employee, shall serve to cancel such leave.

- 19.2 For the first 60 calendar days of such absence, every such employee shall be paid by the State the same amount as he would have received had he not been absent from his position.
- 19.3 During that part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said

position during such period of 60 days.

- 19.4 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.
- 19.5 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.
- 19.6 At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

#### **ARTICLE XX - MILITARY TRAINING LEAVE**

- 20.1 Employees covered by this Agreement who, by reason of membership in the United States Military, Naval or Air

Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State Military Force or special duty as a part of the Federal Military Force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one federal fiscal year. Should the employee be required to participate in such training activities for a period greater than the fifteen- (15) days, he shall be granted a leave without pay for this purpose.

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

20.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

#### **ARTICLE XXI - CALL IN TIME**

21.1 It is agreed that any employee reporting for work on any regularly scheduled work day, unless notified during the

preceding day not to do so, will be permitted to complete at least a half day period and may be assigned other than his regular work within his physical capacity at his established rate of pay

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

21.3 Call In Time - When an employee has left his place of employment and is called to work at times other than his or her scheduled shift, he/she shall receive a minimum of four- (4) hours pay at one and one-half (1 1/2) times his/her regular rate.

#### **ARTICLE XXII - MILEAGE ALLOWANCE**

22.1 It is hereby agreed that whenever it becomes necessary for an employee to use his/her personal vehicle in the course of his/her employment, he/she will be reimbursed at the rate set by the Internal Revenue Service.

#### **ARTICLE XXIII - EMPLOYEE EVALUATION**

23.1 All monitoring or observation of the work performance of any employee will be conducted openly and with his or her full knowledge. Each employee shall be furnished with a copy of all performance evaluations, disciplinary

entries, or other material, which relates to the employee's character, service or professional conduct and shall be permitted to respond thereto. The contents of an employee's personnel file shall be disclosed to the employee or the Union upon request. References to subsequent employers shall be made available to the former employee or the Union upon request.

- 23.2 There shall be only one file for each nurse, which shall be maintained in the strictest confidence at the Personnel Office. It is understood that this official file includes all matters relating to the professional status and conduct of the nurses in the course of employment with the State. The individual Nurse and/or Union representative, with the Nurse's permission, shall have the opportunity to read, date and sign, reproduce, and retain copy of any and all material which questions or challenges his/her character, conduct, service or professional judgement or standing, before it is placed in his or her personnel file. Such signature shall indicate only that the nurse has read the material, and not indicate approval or disapproval. The Nurse and/or Union, with the Nurse's permission, shall have the right to add comment on any material therein. Any comments shall be attached to the original.



- 23.3 No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless he or she has had an opportunity to review the material. No anonymous letters or material based on hearsay shall be placed in a nurse's file.
- 23.4 Complaints or derogatory remarks regarding an employee made to any member of the administration by any patient or other person will be called to his attention within seventy-two (72) hours of the employee's availability; provided, however, that for the purpose of this Article only, "member of the administration" shall mean the individual in charge of nursing services or the Chief Administrative Officer of the institution or any employee with the power to impose a suspension, or dismissal, or any person at a higher level than the above or any person acting in any of these capacities
- 23.5 Any charge against an employee covered by this Agreement shall be made in writing and signed by the person making the same. A copy of such charge shall be filed with the Union and a copy sent to the employee against whom the charge is made. In the event any disciplinary action ensues as a result of such charge, the Union shall immediately be notified in writing and the matter shall be immediately referred to the third step of the

grievance procedure. Oral reprimands referred to in an employee's personnel file shall be removed at the end of six months and written reprimands referred to in an employee's personnel file shall be removed at the end of one year, provided that no further occurrences have occurred that would warrant further disciplinary action against said employee

#### 23.6 EMPLOYEE EVALUATION

A joint committee composed of four (4) members, two (2) appointed by the State, and two (2) appointed by the President of the Union, will establish, implement, and monitor a process by which employees and their supervisors discuss performance goals and evaluation with respect thereto. The intent of the parties is to adopt existing models of employee evaluation forms to the department and to implement such process on or about July 2001. No written forms or other aspects of the evaluation process shall be used to impose discipline, select for promotion, or assignment, or for any type of adverse personnel action. Forms or documents applicable to individual employees shall not be public records but shall be protected by the principle of confidentiality applicable to employee personnel records.

#### **ARTICLE XXIV - BULLETIN BOARDS**

- 24.1 The State agrees to provide reasonable bulletin board space at each facility where UNAP members work for exclusive use by the Union where notices may be posted.

**ARTICLE XXV - UNION ACTIVITY**

- 25.1 Designated Union members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with State officials. Such time shall be with the approval of the Department Director involved and such approval shall not be unreasonably withheld.
- 25.2 No Union committee member or representative shall be discriminated against as a result of the performance of legitimate Union business.
- 25.3 The Union shall furnish the State and Department with a written list of its officers immediately after their designation and shall promptly notify the State of any change in such officers.
- 25.4 Union representatives will be permitted to visit Union officers and committee members on State premises for the purpose of discussing Union business.

**ARTICLE XXVI - DISCIPLINARY ACTION**

- 26.1 It is agreed that an appointing authority may dismiss, demote, or suspend or reprimand an employee for just

cause.

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

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

26.4 If within two weeks of such dismissal, demotion or suspension, the employee or the Union so affected notifies the Labor Relations Administrator in writing that he has been unfairly treated and gives his reasons therefore, he may have his case reviewed in accordance with the grievance and arbitration procedures set forth in this Agreement and should the Union pursue the matter to arbitration, both the State and the Union agree, that the schedule of the arbitrator notwithstanding, they will make every reasonable effort to ensure that the case is scheduled before an arbitrator within four (4) months of the date on which the State took disciplinary action

26.5 In the event that an employee is dismissed, demoted, or suspended under this section and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his

regular rate for any time lost during the period of such dismissal, demotion, or suspension

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

26.7 Whenever it becomes necessary to discipline an individual employee, the appropriate supervisor will do so in a manner as to avoid unnecessary embarrassment or humiliation.

26.8 An employee who is interviewed concerning an incident or action which may subject him/her to disciplinary action shall be immediately notified prior to the interview of his/her right to have a Union representative present.

26.9 Any information developed or made available as the result of an investigation of an employee shall not be made public prior to notification of the individual.

26.10 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.

26.11 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 fewer will automatically be removed from the employee's personnel records. The preceding sentence shall apply to suspensions of five (5) days or fewer issued prior to and after the ratification of this Agreement.

#### **ARTICLE XXVII - GRIEVANCE PROCEDURE**

27.1 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.

27.2 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.

27.3 There shall be a grievance procedure as follows:

##### **Step 1.**

A grievance shall be presented in writing by the aggrieved employee and/or by the Union to either the immediate supervisor or other designee of the Department within twenty-one (21) days of the employee's and/or Union's knowledge of the occurrence of such grievance. The aggrieved employee shall discuss his/her problem with his/her Union representative and immediate supervisor

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

Step 2.

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

Step 3.

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

days of the transmittal of the hearing officer's written decision in Step 2.

Miscellaneous.

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

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

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

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

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

Members of the Union committee, stewards, the aggrieved



employee, and employee witnesses, who are State employees, will be paid at their regular rate up to their normal quitting time for time spent in processing grievances.

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

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

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

The State shall provide the Coalition Bargaining Team with electronic copies (i.e., PDF files) of arbitration

decisions that the State receives from Labor Relations Connection received after March 2015.

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

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

27.4 It is also agreed that in all cases of dismissal, demotion, suspension, and reprimand, the aggrieved and/or Union committee may go immediately to step 2 of the

grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to step 2 above.

#### **ARTICLE XXVIII - ARBITRATION**

- 28.1 If a grievance is not settled under Article XXVII, such grievance shall at the request of the Union or State be referred to The Labor Relations Connection, or any other entity that the parties agree to in accordance with its rules then obtaining.
- 28.2 The decision of the arbitration shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- 28.3 Only grievances arising out of this contract relating to the application or interpretation thereof may be submitted to arbitration.
- 28.4 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not be applied to any obligation arising out of this Agreement.
- 28.5 All submission to arbitration must be made within 30 days after the decision of the Office of Labor

Relations.

28.6 Whenever expedited arbitration is required by this Agreement, as for example, in disputes over layoff, bumping and recall or whenever the parties mutually agree to expedited arbitration of other cases, the Labor Relations Connection (or any other entity that the parties agree to) Rules for Expedited Arbitration shall be applied. The parties may agree to the selection of an arbitrator outside of the Labor Relations Connection procedure. Grievances processed under expedited arbitration shall be initiated and filed directly at the arbitration step of the grievance procedure.

28.7 The State shall, within sixty (60) days of ratification, provide to the Coalition Bargaining Team and University of Rhode Island Schmidt Labor Research Center (the "Labor Institute"), a disk containing the electronic copies (i.e. PDF files) of the arbitration decisions that the State has compiled to date. The parties will also jointly request that the Labor Connection provide an electronic copy of all arbitration decisions to the parties and to the Labor Institute.

**ARTICLE XXIX - SAFETY COMMITTEE**

- 29.1 The State shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.
- 29.2 Each supervisor shall take prompt and appropriate action to correct any unsafe conditions or actions, which are reported to or observed by him.
- 29.3 A safety committee shall be appointed composed of two (2) representatives selected by the Union and two (2) representatives by the State. Said committee shall appoint its own chairman and shall meet semiannually, if and when it is determined by two (2) or more members that such a meeting is warranted. It may draw up a safety code to recommend to the State.
- 29.4 The employer shall replace in kind, clothing and eyeglasses damaged by patients in the performance of duty by the employee within thirty (30) days of verification of the claim by the Department. Verification of the claim shall not exceed 30 days of notification from date.
- 29.5 Local 5019 shall have a seat on the safety committee in each facility where Local 5019 members work.

**ARTICLE XXX - PROVISION FOR INFORMATION**

- 30.1 The State shall make known to each applicant for a nursing position the existence of the contractual relationship provided by this Agreement.
- 30.2 The State shall supply a copy of this Agreement to each employee covered by its term within 30 days of being employed.
- 30.3 The State shall make available to each employee a copy of the written job description applicable to the position occupied by the employee.
- 30.4 The State shall provide an administrative Policy and Nursing Policy and Procedure Manual of each agency, which will be made available at each work site.
- 30.5 The Union will be notified regarding: New hires, terminations, transfers, leaves without pay within two (2) weeks of said action(s)

**ARTICLE XXXI - PERSONAL BUSINESS LEAVE**

- 31.1 The State shall allow each employee a maximum of thirty-two/twenty-eight hours leave with pay, per calendar year, to be used for personal business and/or religious observance. Employees shall not be required to state the reason for personal leave. Prior approval for personal leave must be obtained and may only be denied if the resulting absence would interfere with the proper

conduct of division functions. Personal leave shall not be carried over from year to year. During the calendar year of an employee's original appointment, the accrual will be as follows: If appointed prior to April 1st, the employee shall be entitled to thirty-two/twenty-eight hours personal leave time as provided in this article. If appointed between April 1st and June 30th, the employee shall be entitled to twenty-four/twenty-one hours personal leave as provided in this article. If appointed between July 1st and September 30th, the employee shall be entitled to sixteen/fourteen hours personal leave time as provided in this article. If appointed on or after October 1st, the employee shall be entitled to eight/seven personal leave time.

**ARTICLE XXXII - ALTERATION OF AGREEMENT**

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

**ARTICLE XXXIII - NO STRIKES OR LOCKOUTS**

33.1 The Union and its members will not cause, call, or sanction any strike, work stoppage, or slowdown, nor will the State lockout its employees during the term of this Agreement. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this Contract.

**ARTICLE XXXIV - LEGAL DEFENSE**

34.1 The State agrees to provide legal defense for and to hold harmless the employees who are defendants in civil litigations 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 procedure and intellectual judgement or analysis, and shall not apply to unauthorized physical acts of the employee, except in reasonable self-defense.

**ARTICLE XXXV - SAVINGS CLAUSE**

35.1 Should any provisions of this Agreement, or an application thereof, be unlawful by virtue of any Federal or State Law, such provision of this Agreement shall be null or void, but in all other respects the provisions of this Agreement shall continue in force and effect for the life thereof.



- 35.2 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 XXXVI - MANAGEMENT RIGHTS**

- 36.1 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.

**ARTICLE XXXVII - BARGAINING UNIT WORK**

- 37.1 Except in an emergency situation, non-bargaining unit employees shall not perform work assigned to employees in the bargaining unit. An emergency situation shall be defined as a patient care crisis of an immediate and short term nature and shall not include personnel shortages caused by scheduling or absences during any period of time larger than that necessary to call in or transfer a bargaining unit member. The parties agree that in no way will this language be construed to permit the permanent replacement of a bargaining unit position by a non-bargaining unit member
- 37.2 All professional Registered Nurses covered by this Agreement shall not be required to perform duties,

which are inappropriate to their professional responsibility.

**ARTICLE XXXVIII - EMPLOYER-NURSE COMMITTEE**

- 38.1 The unit employer, jointly with the elected representatives of the Registered Nurses of each unit, shall establish a Conference Committee to foster improved communications between the management and the nursing staff. Such a committee shall be on a permanent basis and shall meet monthly, or sooner if needed, and shall consist of at least one, but not more than two, management representatives and two nurse representatives in each unit. One of the management representatives shall be the Director of Nursing Service. All members of the committee shall be employees of the facility.
- 38.2 Objectives. The objective of the Joint Committee shall be to improve communications, liaison, and problem solving. The method of the Committee shall be to engage in constructive discussion of measures for improving patient care and professional performance. The Joint Committee shall also discuss staffing when either party asserts that a critical staffing shortage exists. Said discussions shall result in conclusions within the realm of their authority.

- 38.3 Officers. There shall be elected a Chairman and a Secretary of the Joint Committee. If the Chairman is a staff nurse, the Secretary shall be a representative of management and vice versa. Written minutes shall be kept of the proceedings at all meetings and shall be approved by the Joint committee. A copy of the minutes shall be provided for all members of the Joint Committee.
- 38.4 Meetings. At least five (5) days prior to a meeting of the Joint Committee, either employer or Nurse representatives of the Committee, or both, shall submit a written agenda containing proposed matters to be discussed at the meeting. Failure to submit a written agenda within the time limit shall not necessarily result in a cancellation of any meeting, if a reasonable attempt has been made to meet the deadline. Pertinent matters not included on the agenda may be discussed at any meeting.
- 38.5 The Committee shall begin its meeting schedule within sixty (60) days of the effective date of this contract.
- 38.6 This committee shall make appropriate recommendations for programs for the specific purpose of promoting continual learning experience necessary for the

performance of assigned duties and for the growth of the staff individually and collectively.

**ARTICLE XXXIX - CHARGE PAY**

39.1 The State of Rhode Island and the UNAP, Local 5019, hereby agree as follows on the issue of charge pay:

I. Compensation

- a. Effective December 31, 2000 the Charge Nurse shall be paid \$1,500 per year; the first payment at the new rate shall be made July 1, 2001. Effective July 2002 the Charge Nurse shall be paid one thousand eight hundred (\$1,800) dollars per year. Effective July 2003 the Charge Nurse shall be paid two thousand one hundred (\$2,100) dollars. Effective July 8, 2018 the Charge Nurse shall be paid two thousand five hundred (\$2,500) dollars.
- b. In the event a Charge Nurse works a fraction of a year in charge position, the payment will be calculated on a pro rata basis.
- c. In the event that a Nurse who receives charge pay discharges sick leave up to fifteen (15) days per year, such leave shall not cause a per diem reduction in said charge pay except in cases where sick leave exceeds fifteen (15)

days, in that case any reduction in the stipend shall begin on the sixteenth (16th) day.

- d. The discharge of vacation leave, personal leave, or military training leave shall not cause a per diem reduction in said charge pay for a nurse receiving charge pay. The State shall designate a replacement charge nurse who shall receive charge pay for the time spent in such capacity on a pro rata basis.

## II. Charge Position

There shall be one charge position for each unit at Zambarano Hospital, RICLAS and Rhode Island Veteran's Home; provided the total number of charge positions mandated by this Agreement at each such institution shall not exceed the number mandated by the predecessor Agreement which expired June 30, 1995.

## III. Selection of Charge Nurses

- a. Individuals currently working in the positions designated, as charge shall remain in said positions and receive charge pay.
- b. When charge positions become vacant, they shall be posted as such and filled on the basis of the criteria developed by a committee of nurses and management representatives of each unit.

39.2 Bargaining unit members shall receive charge pay after completion on their initial orientation by assuming charge nurse duties and functions.

#### **ARTICLE XL - ON-CALL**

40.1 All registered nurses who are directed to be "on-call" shall be compensated at the rate of three (3) hours at their overtime rate for each fifteen (15) hours on "on-call" time during the week and five (5) hours at their overtime rate per day on weekends. When the Registered Nurse "on-call" is required to work during the "on-call" hours, he or she will receive overtime pay for actual hours worked.

#### **ARTICLE XLI - ORIENTATION AND STAFF DEVELOPMENT**

41.1 A documented, personally tailored orientation, staff development and continuing education program for all nurses will be established. The time frame or orientation programs will be determined by the employer; the Union may have input into such programs. Programs shall include, but not be limited to, such areas as charge responsibilities, nursing management, quality assurance, and graduate nurse orientation.

The primary responsibility for orientation and training shall be that of the nursing educators. Newly

hired nurses may also require a period of orientation to the unit requiring another nurse to act as a preceptor. The length of time necessary to orient a nurse to the unit will vary depending on the nurse's experience, skills and training and will be determined by management. Only those bargaining unit members with adequate experience for the unit will serve as preceptors. Bargaining unit members shall receive an additional five (\$5.00) dollars per hour for hours when acting as a preceptor to another nurse.

- 41.2 Where the Department and/or agency provide an orientation program for new employees, at least one-half hour will be allotted to the Union representative to discuss the Union with the new employees. Where a Department/agency does not provide said program, management will provide at least one-half hour for a Union representative to meet with new employees.

#### **ARTICLE XLII - STAFF ASSIGNMENTS**

- 42.1 No members shall be requested or required to assume the assignment of another without first receiving a written order from their superior.

#### **ARTICLE XLIII - LIBRARY FACILITIES**

- 43.1 Appropriate nursing texts and journals shall be made available in existing library facilities. The Union

will suggest such appropriate texts and journals to the Director of Nurses.

#### **ARTICLE XLIV - PAYROLL DEDUCTIONS**

44.1 Upon receipt of a voluntary written individual order thereof, from any of its employees covered by this agreement, on forms provided by the Union, the employer will deduct from the pay of each employee those RISNA contributions authorized by the employee.

44.2 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 PAC contributions authorized by the employee.

#### **ARTICLE XLV - NEW CLASSIFICATIONS**

45.1 The parties agree that the input of the staff nurse is essential in meeting increased patient care needs; therefore, during the life of this agreement, when new positions are to be created within the bargaining unit, such input will be requested by management from the Union. Such input by the Union will be advisory only.

#### **ARTICLE XLVI - ANA CERTIFICATION**

46.1 The State agrees to pay an annual stipend in the amount of \$750 to RNs that have received American Nursing



Association certification. Effective July 1, 2001, the American Nursing Association certificate stipend shall be \$1,000.

The following provisions will be effective in July 1996:

1. Professional certification(s) other than the ANA certifications shall be recognized and paid provided that the certification is job related, approved by TAP committees and the Human Resource Director of the respective state agency.
2. Registered Nurses may be eligible to be paid for a second certification (maximum of two (2)), provided that the second certification is job related, recognized in accordance with the foregoing paragraph, approved by the TAP Committees and the Human Resource Director of the respective state agency.
3. Internal Per Diem Pool - Payment shall be at the rate of time and one-half the top step of the pay scale for a registered nurse.

In addition, all time worked on Thanksgiving, Christmas and/or New Years shall be paid at the rate of two and one half times the top step of such pay scale.

#### **ARTICLE XLVII - ACCOUNTABILITY STIPEND**

47.1 The State shall pay an accountability stipend, to be

calculated in four (4) hour increments for assignments that fall on Saturdays and/or Sundays. Effective July 1, 2001 the rate shall be \$6.00 per hour. Effective June 30, 2002 the rate shall be \$9.00 per hour.

#### **ARTICLE XLVIII - STUDY GROUP**

48.1 The parties agree to the formation of a statewide joint labor and management Study Group to work cooperatively to identify and recommend areas of potential savings in State Government, including but not limited to the use of contracted services. Three members shall be appointed by the State and three members shall be appointed by and on behalf of all 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 XLIX - TERMINATION OF AGREEMENT**

49.1 The Collective Bargaining Agreement, as herein modified, shall remain in full force and effect through June 30, 2017.

49.2 This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing sixty (60) 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 thirty (30) days prior to the anniversary date.

49.3 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in paragraph 49.1.

#### **ARTICLE L - SUCCESSOR NEGOTIATIONS**

50.1 Except as superseded by the agreements contained herein, and any other agreements that may be reached concerning negotiations over creation of positions of Assistant Coordinator to serve in a "charge nurse type capacity" contained in subparagraph 15; and/or the Segal Report MOA contained in subparagraph 16 of the May 12, 2015 Tentative Agreement, the terms and provisions of the collective bargaining agreement(s) between the Parties for the period of July 1, 2008 through and including June 30, 2012, the Memorandum of Settlement for the period of July 1, 2012 through June 30, 2013, any existing side agreements, memoranda of agreement and special purpose agreements, shall remain in full force and effect without change for the period of July 1, 2013 through June 30, 2017.

In witness whereof, the parties have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE STATE OF RHODE ISLAND:



Gina Raimondo  
Governor

5/8/19  
Date

FOR THE UNITED NURSES &  
ALLIED PROFESSIONALS,  
LOCAL 5019



Cynthia Lussier, R.N. Date  
President, UNAP 5019

4/10/2019



Michael DiBiase  
Director of  
Administration

4/17/19  
Date



Ken DeLorenzo Date  
Field Representative  
UNAP

4/10/19

## APPENDIX A

(Health Insurance)

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

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

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

### Anchor Plus Plan:

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

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

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

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

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

Anchor Plan:

In Network Deductible*	\$1,000 (\$2,000 family)
In Network Out of Pocket Max**	\$2,000 (\$4,000 family)
Out of Network Deductible	\$2,000 (\$4,000 family)
Out of Network Out of Pocket Max	\$6,000 (\$12,000family)

In-Network Coinsurance	10%
Out of Network Coinsurance	30%

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

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

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

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

- (10) Emergency room - \$125 copay;
- (11) Ambulance - covered in full;
- (12) Urgent care - \$50 copay;
- (13) Physical therapy, occupational therapy and speech therapy  
- \$15 copay.

Anchor Choice with HSA Plan:

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

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

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

\*\*The in-network and out of network deductibles and out-of-pocket maximums are combined deductibles and out-of-pocket maximums



with the pharmacy deductibles and out-of-pocket maximum.

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

- (1) Preventive care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - coinsurance after deductible;
- (3) Specialist office visit copay - 10%/30% after deductible. (Higher specialist coinsurance applies without referral under PCP Coordination of Care);
- (4) Chiropractic care - coinsurance after deductible;
- (5) Diagnostic tests (X-rays, blood work) - coinsurance after deductible;
- (6) Imaging (CT/PET Scans, MRIs) - coinsurance after deductible. (Covered in full after deductible if an imaging center is used);
- (7) Inpatient hospital - coinsurance after deductible;
- (8) Outpatient surgery - coinsurance after deductible;
- (9) Mental Health/Substance Use Disorder - in-patient: coinsurance after deductible, outpatient: coinsurance after deductible;
- (10) Emergency room copay - coinsurance after deductible;
- (11) Ambulance - coinsurance after deductible;
- (12) Urgent care copay - coinsurance after deductible;
- (13) Physical therapy, occupational therapy and speech therapy

copay - coinsurance after deductible.

2. If two State employed spouses hired on into state service on or after June 29, 2014 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher earner of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.
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 October 5, 2014:			
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 level for full-time and part-time employees shall be increased based on the employee's annualized total rate of pay. The Co-Share percentages levels for eligible employees shall be increased by 2% 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:

For full-time employees:

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 \$91,800 20%
\$91,800 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 (prorated at \$38.50 per pay period).
6. Employee Drug Co-Pay: Effective January 1, 2019, the following in-network co-pays shall be in effect:

Anchor Plus Plan and Anchor Plan:

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

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

The drug copay by mail order shall be as follows:

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

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

3-month supply.

Anchor Choice with HSA Plan:

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

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

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

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

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

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

7. The State will provide a vision/optical care program for the employee.
8. Dental and Vision Programs:

Dental:

The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 through December 31, 2018.

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

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

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

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

Vision:

The State will provide a vision plan for employees and their family. Effective January 1, 2019, the State will offer benefit enhancements, including buy-up option(s). Said modified plan enhancements shall include:

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

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

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.

10. Wellness Incentives

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

A. Rewards for Wellness. Employees participating in the State's medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per year. Activities shall be available for completion between January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar years (an "activity year"). The earned reductions in medical insurance co-share payments shall be awarded to active employees participating in the State's medical plan in the first half of the calendar year following



each activity year.

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

B. Annual Preventative Exam Incentive

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

Employee spouses that are covered in the State's medical plan shall be eligible to participate in the Annual Preventive Exam Incentive. Employee policy holders participating the State's medical plan whose spouse obtains a qualifying preventive exam

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

C. Diabetes Prevention Program (DPP) Completion Incentive

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

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 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.

12. The State and the Union 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 spouse/dependent(s) for two (2) pay periods beyond the pay period in which the death occurs if a covered bargaining unit member dies while carrying State employee health insurance, provided the spouse/dependent(s) pays the premium co-share applicable to the continuing coverage.
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.

## **MEMORANDUM OF UNDERSTANDING**

### **PARKING**

For clarification purposes only, the parties will enter into a Memorandum of Understanding that will provide that the State has a unilateral right to create incentive programs to encourage employees to not drive to work and park.

**MEMORANDUM OF UNDERSTANDING RE**  
**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 United Nurses and Allied Professionals, Local 5019 (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 reform; and

WHEREAS, The Segal Group, in January of 2013, after consultation with an Advisory Committee, and after months of stakeholder interviews and independent research, issued the State of Rhode Island Comprehensive Personnel Study - Final Report of Detailed Findings, available at:

[www.governor.ri.gov/personnel/012613study.pdf](http://www.governor.ri.gov/personnel/012613study.pdf); and

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

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 a decrease in an employee's base wages.

2. Mutual Cooperation

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

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

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**MEMORANDUM OF AGREEMENT**  
**Layoffs/Shutdowns or Pay Reductions**

Employees may request discharge of Pay Reduction Leave "PR", coded as "R0 leave," or "R01 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).

### **SIDE LETTER**

1. In any subsequent dispute over whether the State has the right under the Contract to contract out nursing services, the Union will not assert as evidence in support of its position that the State made and withdrew its bargaining unit proposal to language to the contract.
2. In the event that a question of Union representation arises between 5019 and NAGE as a result of reorganization, the following guidelines will apply:
  - A. The State will call a meeting of the two Unions.
  - B. All parties will urge the Labor Board to issue a prompt decision.
  - C. Union representation will remain unchanged until the decision of the Labor Board.
  - D. Pending the result of the representation dispute, Local 5019 will meet jointly with the State and NAGE to bargain jointly over issues impacted by the reorganization, such as, for example, the distribution of overtime.
  - E. Although the parties would prefer a Labor Board decision, if the Labor Board has not decided the representation dispute within three (3) months, 5019 may participate in a joint submission together with the other labor organizations so agreeing, to



binding arbitration of the representation dispute.

3. **Affirmative Action**

The Union agrees to provide staff for recruitment purposes to assist the State in outreach to protected classes with respect to opportunity to fill bargaining unit vacancies.

4. **Union Business Leave**

The parties agree that accountability for paid union business leave will continue to be a factor in the administration of the contract. The parties will execute a grievance settlement agreement restoring to individual employees days taken when union leave was denied pursuant to state orders which are inconsistent with the contract.

5. The Union agrees that an employee's classification as either "A" or "B" is not a guarantee in itself that an employee will remain on a shift that they are currently working. The State will expedite the payroll consequences of any such reassignment.
6. For the purposes of clarifying section 10.6 of the Agreement, the parties agree that in lieu of sequential displacement, bumping may take place on paper until the process is complete and once the process is complete then bumping employees will be moved at once over to their new

location. Such "paper bumping" is expected to be completed within 45 calendar days after receipt of initial layoff notice(s).

7. The parties will continue discussions in the various facilities, agencies or departments, on the following matters:

1. Release time for continuing education.
2. Premium pay for employees mandated to cover more than one unit or mandated to work overtime beyond a regular 8-hour shift on a freeze-in or lock-in.

Such discussions shall not constitute a statutory reopener and shall not be subject to the statutory impasse procedure.

**STATE OF RHODE ISLAND  
NEGOTIATING TEAM**

**UNAP LOCAL 5019  
NEGOTIATING TEAM**

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**DATED: MARCH 14, 1996**

## **Memorandum of Agreement**

### **Parity**

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

## **MEMORANDUM OF UNDERSTANDING**

### **PERFORMANCE DEVELOPMENT**

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

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

All employees are required to participate in the PDP. Employees shall be permitted to respond to the PDP. The results of the PDP shall not be used by the State to initiate or support a disciplinary action, nor by an employee in defense of a disciplinary action. Dispute of overall annual PDP evaluations,

that are less than satisfactory (Improvement Needed or Not Meeting Objectives) shall be subject to the grievance and arbitration procedure.