Tentative Agreement
Local Issues
State of Rhode Island
And
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ARTICLE II

Non-Discrimination Clause

The State and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, physical handicap, political affiliation, parental status, or sexual orientation preference.

For the State of Rhode Island

for the ESP/URI/NEARI

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ARTICLE IV

Rights of the Association

I. The President of the University, or the Assistant Vice President of Human Resources, the Personnel Director or the Labor Relations Administrator will meet with the President of the Association upon request at a mutually convenient time.

For the State of Rhode Island

DATE

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ARTICLE VI

Conditions of Employment

B. University-wide Safety Committee

The State shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees. The University will appoint a representative to the University-wide Safety Committee.

A University-wide Safety Committee shall be appointed composed of two (2) representatives selected by the Association and two (2) representatives of the University appointed by the State. Said Committee shall appoint its own chairperson and shall meet when it is determined by two (2) or more members that such a meeting is warranted (not to exceed more than two (2) meetings per month). The University-wide Safety Committee shall be responsible for the securing, locating, and maintaining of a first aid kit for each work area designated by the Committee, such material to be furnished by the State and the University.

All safety and health problems shall first be discussed by the employee and the University's designee and the Association's representative. If they are unable to resolve the matter, it shall be referred to the next University-wide safety meeting, provided, however, that any situation that may place in jeopardy the life, limb, or physical and/or mental health of an employee shall be immediately resolved by the University's designee, Association representative, and a representative of the Physical Plant.

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ARTICLE VIII

Salary Schedule

D. receive a one-step increase after six (6) months of service and after each year of service thereafter in his/her classification until he/she has reached the maximum step in his/her pay grade.

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

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>PERCENTAGE INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>5% of current salary</td>
</tr>
<tr>
<td>11</td>
<td>10% of current salary</td>
</tr>
<tr>
<td>15</td>
<td>15% of current salary</td>
</tr>
<tr>
<td>20</td>
<td>17.5% of current salary</td>
</tr>
<tr>
<td>25</td>
<td>20% of current salary</td>
</tr>
</tbody>
</table>

Each employee shall be granted longevity increases according to the existing formula. Computation of longevity shall begin however, with the initial day of employment.

a. Each employee who has successfully completed a four-course curriculum approved in advance by the Office of Training and Development, in the Department of Administration, shall be entitled to a one-step increment next above his/her current base step (or if the employee is at the 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). If an employee moves into a higher classification, he/she may take an additional four-course curriculum subject to the above mentioned provisions contained herein. These incremental stipends shall be limited to a maximum of two in two different classifications. Any employee whose position is reclassified to a higher classification shall be eligible for only one four-course curriculum increment. Employees pursuing work-related courses under these provisions may, subject to prior approval of their supervisor/manager, attend such courses during their normal working hours provided that the same course is not offered at a time the employee is not normally at work. Approval will not be unreasonably denied.

l. Persons employed prior to July 1, 2001 shall remain covered by the existing
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provision of Article 8.3 except that all incentive courses must receive prior approval from the Office of Training and Development in the Department of Administration.

2. Persons first employed on or after July 1, 2001 shall retain said increment for not more than four years, provided they shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three years or more after final payment of the previously earned increment.

3. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 2 by submitting to the Department of Administration’s Office of Training and Development a written form giving up career increment retention under Paragraph 1.

F. ESP/URI/NEA Classified Annual Salary Ranges (attached at the end of the contract).

G. Classification Revision Committee

The State and the Union agree to continue in existence the Classification Revision Committee. It shall consist of two (2) representatives of the Union, (2) representatives of the State and one (1) representative mutually agreeable to the Committee. The purpose of this Committee shall be to study and review the position classifications, work responsibilities and pay grades of members of the bargaining unit. Either party may request a meeting of the group and that meeting will commence within two (2) weeks of the request. Recommendations of the Committee will be forwarded to the Union and Personnel Administrator for consideration. If the Union is not satisfied, they may appeal to the Director of Administration. If the Union is not satisfied with his decision, they may appeal to the Personnel Appeal Board. Action under this issue shall not be subject to the Grievance Procedure or Arbitration.

For the State of Rhode Island

for the ESP/URI/NEARI

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ARTICLE XI
Seniority, Promotions, Transfers, Layoffs,
Limited Positions and/or Appointments,
Reorganizations, and Reassignments

A. Seniority
5.
   b. Prior to October 1, 1981, seniority shall only be broken for
discharge for good and just cause, or when an employee is
separated from State classified service for more than three (3)
consecutive years. Seniority shall not continue to accrue during
periods of resignation or retirement which occurred prior to
October 1, 1981.
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ARTICLE XI
Seniority, Promotions, Transfers, Layoffs,
Limited Positions and/or Appointments,
Reorganizations, and Reassignments

B. Promotions

1. The implementation of A.1 regarding promotions shall be in accordance with the following procedure:

2. All new and vacant positions, including promotional position to which recruitment is to be initiated, shall be posted on the Office of Human Resource Administration’s wbsite bulletin boards in all work areas within the bargaining unit for a period of seven (7) calendar days and notice of vacancies shall be sent to the Association at the time of posting. Employees applying for such promotional vacancies shall submit an application online make a request in writing to the Personnel Officer or appropriate administrative officer of the department or division where the vacancy exists not later than three (3) days after the posting period has ended. A copy of such request must be sent to the Union office.

For the State of Rhode Island

for the ESP/URI/NEARI

DATE
C. Layoffs

Layoff shall be defined as any separation of a member of the bargaining unit from employment for any reason other than discharge for good and just cause, or the expiration of a limited position and/or appointment pursuant to Section E-7 of this Article. Employees who receive notice of layoff have the right to accept the layoff and be placed on the recall list, or to exercise the bumping rights described below.
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ARTICLE XI
Seniority, Promotions, Transfers, Layoffs,
Limited Positions and/or Appointments,
Reorganizations, and Reassignments

E. Limited Positions and/or Appointments.

7. An employee hired prior to October 1, 1981, in a limited position and/or appointment may, upon the expiration of the existing and/or subsequent limited positions and/or appointments, exercise rights pursuant to Section D of this Article.

8. An employee either hired or who voluntarily laterally transferred into a limited position and/or appointment on or after October 1, 1981, shall not, upon the expiration of the limited position and/or appointment, have the right to exercise bumping rights pursuant to Section D of this Article. Said employee shall receive benefits pursuant to Article XIII A-8.

9. An employee hired on or before December 1, 1982, and who accepts a promotion into a limited position and/or appointment, and who held permanent status in a lower class of position, shall be placed on leave to protect status for the first six (6) months. After the six (6) months, and when the employee completes satisfactorily the probationary period, the employee will be entitled to exert seniority rights at the end of the limited appointments in accordance with Article XI.

10. An employee hired after December 1, 1982, and who accepts promotion into a limited position and/or appointment shall not, upon the expiration of the limited position and/or appointment, have the right to exercise bumping rights pursuant to Section D of this Article. Said employee shall receive benefits pursuant to Article XIII A-8.

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ARTICLE XI
Seniority, Promotions, Transfers, Layoffs,
Limited Positions and/or Appointments,
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I. Departmental Mergers

In the event two (2) or more departments (defined as a Unit headed by a Dean or Director) merge into one department the following shall occur:

1. The Union President and bargaining unit members affected will be notified by the Assistant Vice President for Director of Human Resources of said merger at least thirty(30) calendar days, whenever practicable, prior to the effective date of the merger.

2. The Union President and the Assistant Vice President for Director of Human Resources will meet to discuss the impact of said merger upon bargaining unit members assigned to the affected departments.

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ARTICLE XII

Grievance Procedure

3. If the grievance is not resolved, or if a decision is not rendered within one (1) day as prescribed in Step 1, it shall be reduced to writing within five (5) working days after receipt of the immediate supervisor’s decision and submitted to the appropriate Dean or Vice President who shall grant a hearing to the aggrieved within three (3) working days of the receipt of the written grievance. A written decision shall be rendered within three (3) working days of the conclusion of the hearing.

2. If the grievance is not resolved in Step 1, it shall be submitted within five (5) working days of receipt of the immediate supervisor’s Dean or Vice President’s decision to the Assistant Vice President for Human Resources or his designee who shall grant a hearing to the aggrieved within five (5) working days of the receipt of the written grievance. A written decision shall be rendered within three (3) working days of the conclusion of the hearing.

3. If the grievance is not resolved in Step 2, it shall be submitted to the designee of the Director of the Department of Administration within five (5) working days of the Step 2 decision. Within fourteen (14) days of the submission of the grievance, the Director’s designee shall conduct a hearing on the grievance and submit a written decision within fourteen (14) days of the hearing.

For the State of Rhode Island

for the ESP/URI/NEARI

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ARTICLE XIV

Day Care Centers

The President of the University agrees to continue the committee composed of all segments of the University dealing with a day care center at the University for employees. At least 50% of the committee will be women.

For the State of Rhode Island

for the ESP/URI/NEARI

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ARTICLE XVI

Unpaid Leaves of Absence

4. Leave for Personal Reasons

5. Employees granted leave for personal reasons shall receive health benefits paid by the University in accordance with the existing payroll manual regulations that are in effect when the employee is granted leave.
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ARTICLE XVII

Paid Leaves of Absence

8. The State and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank at the University of Rhode Island (URI).

The Sick Leave Bank Committee shall be composed of four members, two of whom shall be appointed by the President of the Union and two (2) by the President or designee of the University. 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 shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

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.

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

d. Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.

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e. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven 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 and compensatory time.

Any unused sick leave remaining in the Sick Leave Bank on December 31st shall not be carried forward into the next year.

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

8. The Administration and the Union shall establish a Sick Leave Bank Committee, consisting of two members appointed by the ESP/URI and two members appointed by the Administration. Each member of the bargaining unit may contribute one day per year of accumulated sick days to the Sick Leave Bank. To be eligible to receive sick days from the sick leave bank, a member must have exhausted all accumulated leave (sick, vacation, personal, compensatory time), must present medical documentation of a serious illness or injury that is not work-related. A member meeting this criteria may request a specific number of days from the Sick Leave Bank Committee based upon financial hardship and health prognosis. The Sick Leave Bank Committee shall decide the exact number of days a member may receive from the Sick Leave Bank up to a maximum of six months or approval of disability. Decision of the Sick Leave Bank Committee shall be final and not subject to the grievance and arbitration provisions of the contract. The Association will administer the Sick Leave Bank by soliciting donations to renew the bank on an annual basis and disburse donations bi-weekly as authorized by the Sick Leave Bank Committee.

For the State of Rhode Island

for the ESP/URI/NEARI

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ARTICLE XXVII

Study Group

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

For the State of Rhode Island

DATE

for the ESP/URI/NEARI
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#6

MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND
AND
THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA

The parties hereby agree that:

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

FOR THE STATE: _________________________ FOR THE UNION: _______________________

For the State of Rhode Island for the ESP/URI/NEARI

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#8

MEMORANDUM OF AGREEMENT  
Parking  
BETWEEN  
STATE OF RHODE ISLAND/UNIVERSITY OF RHODE ISLAND  
AND  
THE ASSOCIATION OF CLERICAL-TECHNICALS/NEA

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

For the State of Rhode Island

for the ESP/URI/NEARI

DATE
MEMORANDUM OF TENTATIVE AGREEMENT

This Memorandum of Tentative Agreement (hereinafter “Agreement”) is entered into this ___ day of March, 2018, by and between the State of Rhode Island (“State”) and the Coalition of Labor Organizations representing various collective bargaining agents of State employees which are identified as the signatories to this Agreement (the “Coalition”).

WHEREAS, the State and the Coalition have engaged in collective bargaining negotiations for a collective bargaining agreement commencing July 1, 2017; and

WHEREAS, the State and the Coalition have reached a tentative agreement which shall be subject to ratification by each member labor organization of the Coalition; and

WHEREAS, as a result of the tentative agreement reached between the State and the member labor organizations of the Coalition, the collective bargaining agreements of all Coalition members, unless otherwise indicated herein, shall be amended to provide the benefits and provisions as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the exchange of which is hereby acknowledged by the State and the member labor organizations of the Coalition, it is hereby agreed as follows:

1. The collective bargaining agreements between the State and all Coalition labor organizations shall be amended to provide an across the board wage increase as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2018</td>
<td>+2%</td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>+2.5%</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>+2%</td>
</tr>
<tr>
<td>January 1, 2020</td>
<td>+1%</td>
</tr>
</tbody>
</table>

2. The collective bargaining agreements between the State and all Coalition labor organizations shall be amended to provide health insurance benefits as follows:

ARTICLE __

HEALTH & WELFARE

__.1. The State will maintain the current health benefits through December 31, 2018, through a product provided by Blue Cross, United Healthcare, or a substantially equivalent package of benefits delivered through a PPO, except as modified as set forth herein.

Effective January 1, 2015, the health benefits shall be as follows:

In-Network Deductible* $250 ($500 family)
In-Network OOP Max $250 ($500 family)
OON Deductible — $500
OON OOP Max — $3,250 ($6,500 for family)

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

<table>
<thead>
<tr>
<th>In Network Deductible*</th>
<th>$500 ($1,000 family)</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Network OOP Max**</td>
<td>$1,000 ($2,000 family)</td>
</tr>
<tr>
<td>OON Deductible</td>
<td>$1,000 ($2,000 family)</td>
</tr>
<tr>
<td>OON OOP Max</td>
<td>$5,000 ($10,000 family)</td>
</tr>
<tr>
<td>In-Network Coinsurance</td>
<td>10%</td>
</tr>
<tr>
<td>OON Coinsurance</td>
<td>30%</td>
</tr>
</tbody>
</table>

*The $500-family deductible is cumulative, meaning once any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of has paid $500 toward items covered by the deductible, the deductible has been met.

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

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

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

(6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);

(7) Inpatient hospital – coinsurance after deductible;

(8) Outpatient surgery – coinsurance after deductible;

(9) Emergency room - $125;

(10) Urgent care - $50;

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

Anchor Plan:

<table>
<thead>
<tr>
<th>In Network Deductible*</th>
<th>$1,000 ($2,000 family)</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Network OOP Max**</td>
<td>$2,000 ($4,000 family)</td>
</tr>
<tr>
<td>OON Deductible</td>
<td>$2,000 ($4,000 family)</td>
</tr>
<tr>
<td>OON OOP Max</td>
<td>$6,000 ($12,000 family)</td>
</tr>
<tr>
<td>In-Network Coinsurance</td>
<td>10%</td>
</tr>
<tr>
<td>OON Coinsurance</td>
<td>30%</td>
</tr>
</tbody>
</table>

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

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

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

(1) Preventative care office visits are covered in full;

(2) Office visit (non-preventative) PCP - $15;

(3) Specialist office visit - $25/$50 (higher specialist copay applies without referral under PCP Coordination of Care;
(4) Chiropractic care - $15;

(5) Diagnostic tests (X-rays, blood work) – no charge;

(6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible. (Covered in full after deductible if an imaging center is used);

(7) Inpatient hospital – coinsurance after deductible;

(8) Outpatient surgery – coinsurance after deductible;

(9) Emergency room - $150;

(10) Urgent care - $50;

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

Anchor Choice with HSA Plan:

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

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

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

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

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

(1) Preventative care office visits are covered in full;

(2) Office visit (non-preventative) PCP – coinsurance after deductible;

(3) Specialist office visit copay – 10%/30% after deductible. (Higher specialist coinsurance applies without referral under PCP Coordination of Care);

(4) Chiropractic care – coinsurance after deductible;

(5) Diagnostic tests (X-rays, blood work) – coinsurance after deductible;

(6) Imaging (CT/PET Scans, MRIs) – coinsurance after deductible. (Covered in full after deductible if an imaging center is used);

(7) Inpatient hospital – coinsurance after deductible;

(8) Outpatient surgery – coinsurance after deductible;

(9) Emergency room copay – coinsurance after deductible;

(10) Urgent care copay – coinsurance after deductible;

(11) Physical therapy, occupational therapy and speech therapy copay – coinsurance after deductible.

2. Effective November 23, 2008, the following co-pays shall be in effect:

(1) Primary Care office visit co-pay is $10 (includes internal medicine, family practice, pediatrics and geriatrics)
(2) Emergency room co-pay to increase to $100;
(3) Urgent Care co-pay to increase to $35;
(4) Specialist office visit co-pay to increase to $20 (includes all physicians other than primary care physicians).

Effective July 1, 2014, the following co-pays shall be in effect:

(1) Primary Care office visit co-pay is $15 (includes internal medicine, family practice, pediatrics and geriatrics);
(2) Emergency room co-pay to increase to $125;
(3) Urgent Care co-pay to increase to $50
(4) Specialist office visit co-pay to increase to $25 (includes all physicians other than primary care physicians)

__23. If two State employed spouses hired into state service on or after June 29, 2014 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

__34. 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.

__45. Insurance

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

For full time employees:
Effective July 1, 2017:

<table>
<thead>
<tr>
<th>Individual Plan</th>
<th>Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $95,481</td>
<td>Less than $47,741</td>
</tr>
<tr>
<td>$47,741-$95,481</td>
<td>$49,670 to less than $95,481</td>
</tr>
<tr>
<td>$95,481 and above</td>
<td>$95,481 and above</td>
</tr>
</tbody>
</table>

Effective April 6, 2014, the Co-Share contribution salary levels for full-time and part-time employees shall be increased of $47,741-based on the employee’s annualized total rate of pay. The Co-Share percentages for eligible employees shall be increased by 2% effective January 1, 2018; 2.5% effective January 1, 2019; 2% effective July 1, 2019; and 1% effective January 1, 2020. ($48,696). It will go up an additional 2% ($49,670) effective October 5, 2014.

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:

<table>
<thead>
<tr>
<th>Individual Plan</th>
<th>Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $97,391</td>
<td>Less than $50,663</td>
</tr>
<tr>
<td>$50,663 to less than $97,391</td>
<td>$97,391</td>
</tr>
<tr>
<td>$97,391 and above</td>
<td>$97,391 and above</td>
</tr>
</tbody>
</table>

Effective July 1, 2010:

<table>
<thead>
<tr>
<th>Individual Plan</th>
<th>Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $90,000</td>
<td>Less than $50,663</td>
</tr>
<tr>
<td>$50,663 to less than $90,000</td>
<td>$97,391</td>
</tr>
<tr>
<td>$90,000 and above</td>
<td>$97,391 and above</td>
</tr>
</tbody>
</table>

For part-time employees:
Individual or Family Plan

Less than $91,820  20%
$91,820 and above  35%

Effective January 1, 2019:

For full-time employees:

<table>
<thead>
<tr>
<th>Individual Plan</th>
<th>Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $99,825</td>
<td>Less than $51,930</td>
</tr>
<tr>
<td>20%</td>
<td>15%</td>
</tr>
<tr>
<td>$99,825 and above</td>
<td>$51,930 to less than</td>
</tr>
<tr>
<td>25%</td>
<td>$99,825</td>
</tr>
<tr>
<td></td>
<td>$99,825 and above</td>
</tr>
<tr>
<td></td>
<td>25%</td>
</tr>
</tbody>
</table>

For part-time employees:

<table>
<thead>
<tr>
<th>Individual or Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $94,095</td>
</tr>
<tr>
<td>20%</td>
</tr>
<tr>
<td>$94,095 and above</td>
</tr>
<tr>
<td>35%</td>
</tr>
</tbody>
</table>

Effective July 1, 2019:

For full-time employees:

<table>
<thead>
<tr>
<th>Individual Plan</th>
<th>Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $101,822</td>
<td>Less than $52,969</td>
</tr>
<tr>
<td>20%</td>
<td>15%</td>
</tr>
<tr>
<td>$101,822 and above</td>
<td>$52,969 to less than</td>
</tr>
<tr>
<td>25%</td>
<td>$101,822</td>
</tr>
<tr>
<td></td>
<td>$101,822 and above</td>
</tr>
<tr>
<td></td>
<td>25%</td>
</tr>
</tbody>
</table>

For part-time employees:

<table>
<thead>
<tr>
<th>Individual or Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $95,977</td>
</tr>
<tr>
<td>20%</td>
</tr>
<tr>
<td>$95,977 and above</td>
</tr>
<tr>
<td>35%</td>
</tr>
</tbody>
</table>

Effective January 1, 2020:

For full-time employees:

<table>
<thead>
<tr>
<th>Individual Plan</th>
<th>Family Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $102,840</td>
<td>Less than $53,498</td>
</tr>
<tr>
<td>20%</td>
<td>15%</td>
</tr>
</tbody>
</table>

8
$53,498 to less than $102,840 20%
$102,840 and above 25%

For part-time employees:

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

.65. The employee waiver shall be a maximum of $1,001 ($38.50 per pay period).

.76. Employee Drug Cop-Pay: Effective January 1, 2018 November 23, 2008, the following in-network copays shall be in effect:

Anchor Plus Plan and Anchor Plan:

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

<table>
<thead>
<tr>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.00</td>
<td>$35.00</td>
<td>$60.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

The drug copay by mail order shall be as follows:

Effective July 1, 2014, the drug co-pay shall be as follows:

<table>
<thead>
<tr>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20.00</td>
<td>$70.00</td>
<td>$120.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

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

Effective November 23, 2008, the following change shall be in effect:

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

Anchor Choice with HSA Plan:

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

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

<table>
<thead>
<tr>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.00</td>
<td>$35.00</td>
<td>$60.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20.00</td>
<td>$70.00</td>
<td>$120.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

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

.89. Dental and Vision Programs: The State will provide a dental plan for the employees and their family. The coverage shall be $1,200 through December 31, 2018, under the dental program to be effective upon the expiration of the current dental program.

Effective January 1, 2009, the following dental change shall be in effect: Dental plan crown coverage shall be changed to 80%.

Effective January 1, 2019, the State will offer benefit enhancements, including two buy-up options. Said modified plan enhancements shall include:

- Add sealants as a preventive benefit for children under age 14, covered at 100%
- Remove the $400 inside maximum for periodontal services
- Increase the calendar year maximum from $1,200 to $1,500
- Increase the lifetime maximum for orthodontic services from $850 to $1,500
- Extend coverage to dependent children to age 26
For the buy-up plans, the additional cost above the modified plan shall be paid for by the employees choosing the buy-up at 100% paid through increased premium co-shares.

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

- Increase retail frame allowance from $65 to $100
- Increase elective contact lens allowance from $18 to $30
- Add a contact lens exam copay allowance of $30

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

__940. 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.

__104A. Rewards for Wellness-Incentive__

Employees participating in the State’s medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of $500 per year. **Activities shall be available for completion between January 1st and December 31st of each calendar year (an “activity year”).** The earned reductions in medical insurance co-share payments shall be awarded to active employees **participating in the State’s medical plan in the first half of the calendar fiscal-year following each activity year the employee’s participation in the wellness activities.**
The Rewards for Wellness Incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, obtaining a primary care physician, wellness coaching programs, preventive screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual’s overall health.

B. Supplemental Wellness Incentive Programs

i. Annual Preventive Exam Incentive

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

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

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

__.112. The State shall, after meeting and conferring with the Union, have the right to offer any other health care plans to State employees during the term of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement.

__.12. The State and the Coalition will meet not less than annually during the term of the collective bargaining agreement to review utilization, coverage, supplier, and other relevant issues related to healthcare coverage.

__.13. The State will not cancel the health insurance of a covered dependent for two (2) pay periods beyond the pay period in which the death occurs if a covered bargaining unit member dies while carrying State employee health insurance, provided the dependent pays the premium co-share applicable to the continuing coverage.

__.14. The State will allow a bargaining unit member to opt out of employer provided health insurance consistent with the opt-out provisions of the State’s Section 125 Cafeteria Plan and applicable IRS regulations.

3. The military leave provisions in the collective bargaining agreements between the State and all Coalition labor organizations shall be amended as follows:

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

4. The collective bargaining agreements between the State and all Coalition labor organizations shall be amended to provide for a Sick Leave Committee as follows:
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.

5. The collective bargaining agreements between the State and all Coalition labor organizations shall be amended by adding the following language regarding transitional employment, or by amending the existing transitional employment language as follows:

TRANSITIONAL EMPLOYMENT

Include in all contracts: 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 director and/or their designee in agreement with the local Union may identify shall define and assign 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 have job-related injuries, which-who medical restrictions prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon definitive clearly defined medical verification of the employee’s restrictions, the State may parties shall modify the tasks of the employee’s assignment, including job functions, tasks, hours, shift and/or work location, to provide transitional employment which will not exceed the employee’s restrictions in order to accommodate the employee’s injury. If no transitional employment is available in the employee's classification, the employee may be offered temporary work outside their classification on a limited basis with the agreement approval of the local Union.

The transitional assignments employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the State, the local Union involved, the appointing authority, and the employee. The transitional employment period shall not exceed six months unless extended by mutual agreement.
mutually agreed upon by the State, the local Union involved, the appointing authority, and the employee and contingent upon supporting with medical documentation.

If the employee cannot return to their classification and/or assignment based upon medical verification—after attaining maximum medical improvement, the State may offer shall attempt to assist them with other employment, education, or training or other programs to assist the employee to obtain other employment opportunities in State service within the bargaining unit in accordance with the Collective Bargaining Agreement and the Merit System Law and the Workers’ Compensation Laws.

If the injury is not job-related and the employee requests to return to work, the appointing authority upon receipt of medical verification that the injured employee can perform limited tasks in their classification, the appointing authority, subject to the needs of the department modify the tasks of the employees’ normal assignment to enable the employee to return to work after utilization of the employees’ sick leave.

Any such No employee working in a transitional assignment employee will not displace any bargaining unit member while participating in transition employment the program.

6. Add the following Memorandum of Understanding to the collective bargaining agreements between the State and all Coalition labor organizations:

MEMORANDA OF UNDERSTANDING

PERFORMANCE DEVELOPMENT

All employees are required to participate in the State’s Performance Development Program. The Program is designed to encourage employees and their supervisors to meet, discuss and set goals that are consistent with the operations and mission of the employer and to encourage increased communication between the employee and their supervisor. Employees and supervisors will initially attend a workshop designed to explain the process and train employees and supervisors how to effectively utilize the program. Employees and their supervisors will then meet semi-annually in the process. The results of these Performance Development meetings will be maintained in the employee’s personnel file but shall not be used by the State to initiate or support discipline actions against an employee or used by an employee in defense of a disciplinary action. All performance levels service ratings which are “Not Meeting
Objectives
Expectations or “Improvement Needed” shall state reasons and, if practicable, suggestions for improvements. Disputes of overall annual performance levels service ratings which are less than satisfactory (“Improvement Needed” or “Not Meeting
Objectives
Expectations”) may be subject to grievance and arbitration. In any such arbitration, the arbitrator shall not substitute his/her judgement for that of the evaluator in applying the relevant evaluation standards unless the evaluator can be shown to have acted arbitrarily and capriciously.

7. Double the existing Tuition Reimbursement amounts in the collective bargaining agreements between the State and all applicable Coalition labor organizations.

8. Revise the Leave Without Pay provisions of the collective bargaining agreements between the State and all Coalition labor organizations by adding the following language:

An employee shall discharge all applicable accrued leave before being granted leave without pay, however, at the employee’s discretion they may choose not to discharge up to one (1) week sick leave, one (1) week vacation leave, RO and RI days and four (4) personal days.

9. Revise the Discipline and Discharge provisions of the collective bargaining agreements between the State and all Coalition labor organizations as follows:

Disciplinary action: 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.

In the event that an employee is dismissed, demoted or suspended under this section, and such employee appeals such action and their appeal is sustained, they shall be restored to a position within their classification.

10. Replace the Grievance and Arbitration Procedure language in the collective bargaining agreements between the State and all Coalition labor organizations with the following language:

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

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

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

Step 1: A grievance shall be presented in writing by the aggrieved employee and/or by the Union to either the immediate supervisor or other designee of the department within twenty-one (21) days of the employee's and/or Union's knowledge of the occurrence of such grievance.

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

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

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

Section 4. (Miscellaneous Provisions) Sustained grievances will be implemented or the necessary paperwork to implement the remedy will be initiated within ten-(10)-twenty-one (21) days after the receipt of the decision from the Department of Administration.

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

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

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

Grievance hearings are intended to be an informal expedited process to resolve disputes. The State, on request, will produce payroll and other relevant and material records, as necessary. Requests shall be made at least seven (7) days in advance of the grievance hearing. The State shall comply with the request within 48 hours prior to the hearing or otherwise in the event of a dispute regarding production of—documents the assigned hearing officer will make—the determination on the issue of production.

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 prosecuting grievances.

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

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

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

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

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

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 obtains the new system, the State will notify the Union for the Union's review, and comments and testing prior to implementation. The State will use reasonable efforts to accommodate suggestions/requests from the Unions. When the system becomes operational, the Union will fully cooperate with the use thereof to include the use of standardized grievance forms and the filing and processing of grievances through the on-line system.

11. Revise the Promotional Procedure language as noted for the specific collective bargaining agreements between the State and the indicated Coalition labor organizations as follows.

ESP/URI/NEA – Professionals

Article XI, Section B:

1. The implementation of A.1 regarding promotions shall be in accordance with the following procedure:

2. All new and vacant positions, including promotional position to which recruitment is to be initiated, shall be posted on bulletin boards in all work areas within the bargaining unit for a period of seven (7) calendar days and notice of vacancies shall be sent to the Association at the time of posting. Employees applying for such promotional vacancies shall make a request in writing to the Personnel Officer or appropriate administrative officer of the department or division where the vacancy exists not later than three (3) days after the posting period has ended. A copy of such request must be sent to the Union office.

Effective upon the implementation of an electronic application system, Article XI(B)(2) will be amended as follows: "All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union's Executive Director and local Union Presidents or other designated officials at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities website. Employees shall be provided reasonable access to State computers for the
purposes of reviewing and applying for online postings."

3. The Association and Administration agree that in the best interest of both parties, active attempts to promote from within the bargaining unit should be made. The resultant benefits in terms of productivity and employee morale are self-evident.

   a. When there are six (6) or more bargaining unit members on the certified promotional list, the vacancy shall be filled from within the bargaining unit. Where there are less than six (6) employees from within the bargaining unit covered by the contract on the certified promotional list, every effort will be made to promote from within the bargaining unit. However, selection shall be made from among the six.

   b. Promotional vacancies shall be filled from within the bargaining unit wherein the vacancy exists from the top six (6) three (3) state seniority employees in the bargaining unit on the certified promotional list.

   c. Where there are less than three (3) eligible employees from within the bargaining unit covered by the contract on the certified promotional list, every effort will be made to promote from within the bargaining unit.

Where no list exists for certification, the vacancy will be filled from within the bargaining unit provided an employee is qualified.

4. A letter of acknowledgement shall be forwarded to the member of the bargaining unit upon receipt of a request for reassignment, transfer, and/or a new position.

5. Any employee who applied for promotional positions shall be informed of the disposition of her application in writing, and shall be entitled to reasons why she was not chosen.

ACT/URI/NEA – Clerical

Article XI, Section B:

1. The implementation of A.1 regarding promotions shall be in accordance with the following procedure:

2. All new and vacant positions, including promotional
position to which recruitment is to be initiated, shall be posted on bulletin boards in all work areas within the bargaining unit for a period of seven (7) calendar days and notice of vacancies shall be sent to the Association at the time of posting. Employees applying for such promotional vacancies shall make a request in writing to the Personnel Officer or appropriate administrative officer of the department or division where the vacancy exists not later than three (3) days after the posting period has ended. A copy of such request must be sent to the Union office.

3. The Association and Administration agree that in the best interest of both parties, active attempts to promote from within the bargaining unit should be made. The resultant benefits in terms of productivity and employee morale are self-evident.

   a. When there are six (6) or more bargaining unit members on the certified promotional list, the vacancy shall be filled from within the bargaining unit. Where there are less than six (6) employees from within the bargaining unit covered by the contract on the certified promotional list, every effort will be made to promote from within the bargaining unit. However, selection shall be made from among the six.

   b. Promotional vacancies shall be filled from within the bargaining unit wherein the vacancy exists from the top six (6) three (3)-state seniority employees in the bargaining unit on the certified promotional list.

   c. Where there are less than three (3) eligible employees from within the bargaining unit covered by the contract on the certified promotional list, every effort will be made to promote from within the bargaining unit.

   d. Where no list exists for certification, the vacancy will be filled from within the bargaining unit provided an employee is qualified.

4. A letter of acknowledgement shall be forwarded to the member of the bargaining unit upon receipt of a request for reassignment, transfer, and/or a new position.

5. Any employee who applied for promotional positions shall
be informed of the disposition of his/her application in writing, and shall be entitled to reasons why he/she was not chosen.

PSA/NEARI DOH

Article XI, Section 11.5:

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

All new and vacant positions shall be filled from within the bargaining unit wherein the new or vacant position exists from the top six (6) bargaining unit employees on the certified promotional list; or if there are less than six (6) eligible employees therein, the State will select from such list an employee represented by PSA/NEARI.

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

Where no list exists for a competitive position or in the case of a noncompetitive position all new and vacant positions shall be filled from within the bargaining unit from the top six (6) qualified state seniority employees. If there are two (2) qualified employees from within the bargaining unit, the State must pick from the two (2). If there is only one (1) qualified employee in the bargaining unit, the State may select from among the qualified applicants and shall not be required to select the bargaining unit bidder.

Qualifications will be determined as they relate to the requirements as detailed in the posted job specification.

The parties agree that this language provides a process whereby the State will be able to select among qualified candidates in situations where there is no list for competitive position or in situations where the position is noncompetitive.
Under the provisions of this article, the State agrees to supply the President of the Union with every certified list and amended certified list used for all positions covered by this Agreement and the name of the employee who was appointed to the new or vacant position.

RIESA—Local 401, S.E.I.U.

Article 11, Section 11.7:

Promotional appointments shall be made from the three (3) most senior employees in the bargaining unit on the certified promotional list. Where there are less than three (3) bargaining unit members on the certified promotional list, or where no current certified promotional list exists, the employer shall select one of the three (3) senior bidders within the bargaining unit who apply for the position and who meet the stated education and/or experience requirements contained within the classification and possess any special skills referenced within the job posting. As used herein, the term "special skills" shall be limited to those skills which are both relevant and necessary to performing the essential, stated functions of the position in question, such as foreign language proficiency. The Union shall be notified as to who was selected.

Employees appointed from employment or promotional lists shall serve a probationary period of 130 working days 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. Each new employee not appointed from a list of eligibles shall be considered a temporary employee and shall be subject to dismissal without recourse during the first (1st) year of employment while in temporary status. If such an employee is retained after 130 scheduled working days of service, he shall be granted a one-step increase.

Any employee may be dismissed without recourse during the probationary period. It is intended that the "probationary period" in the above sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.
UNAP, Local 5019

Article 10, Section 10.11:

Promotions shall be awarded by the appointing authority or 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. Promotions shall be made within the bargaining unit wherein the vacancy exists from the top three (3) State seniority employees on the certified promotional list. If there are less than three (3) eligible employees from within the bargaining unit on said certified list, an appointment may be made from among those certified.

B. Where no list exists for certification, a legitimate effort will be made to fill the vacancy from within the bargaining unit, such effort to include a personal interview; but the State shall not be required to select from within said unit.

C. 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.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of __________, 2018.
FOR THE STATE:

Michael DiBiase, Director
Rhode Island Department of Administration

FOR THE UNIONS:

Kevin Nelson, President
Association of Rhode Island State Supervisors

Kimberly Reynolds, President
Council of Budget Personnel

Leslie Florio, President
Educational Support Professional Association at the Community College of Rhode Island/National Education Association (ESPA/CCRI/NEA)

Debra Coty, President
Educational Support Professionals URI National Labor Education (ESP/URI/NEA)

Cheryl Dickeson, President
Howard Union of Teachers (HUT)

Mazen Alsabe, President
International Federation of Professional and Technical Engineers Local 400 (IFPTE Local 400)
Karen Hazard, Business Manager
Laborers’ International Union of North America (LIUNA)

Melissa Ferrario, President
National Association of Government Employees Local 79 (NAGE Local 79)

Andrea Creach, President
Professional Staff Association/National Education Association Rhode Island at the Department of Health (PSA/NEARI/DOH)

Charles Matley, President
Service Employees International Union Local 401 (SEIU Local 401)

Richard Ferruccio, President
Professional Unit, Rhode Island Brotherhood of Correctional Officers (RIBCO)

Joseph Gaspar, President
Rhode Island Probation and Parole Association (RIPPA)
Dr. Rama Reddy, President
Rhode Island State Employed Physicians Association (RI SEPA)

Cindy Lussier, President
United Nurses and Allied Professionals Local 5019 (UNAP Local 5019)