

MEMORANDUM OF TENTATIVE AGREEMENT

This Memorandum of Tentative Agreement (hereinafter “Agreement”) is entered into this ___ day of August, 2024, by and between the State of Rhode Island (the “State”) and the Coalition of Labor Organizations representing the various collective bargaining agents of State employees which are identified as the signatories to this Agreement (the “Coalition”).

WHEREAS, the State and Coalition have engaged in collective bargaining negotiations for a collective bargaining agreement commencing July 1, 2024; and

WHEREAS, the State and Coalition have reached this Agreement which shall be subject to ratification by the member labor organizations of the Coalition; and

WHEREAS, as a result of the agreement reached between the State and the Coalition, the collective bargaining agreements of all Coalition members 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 Coalition, it is hereby agreed as follows:

1. The State and all Coalition labor organizations shall enter into collective bargaining agreements commencing July 1, 2024, and expiring June 30, 2027.
2. The collective bargaining agreements commencing July 1, 2024, and expiring June 30, 2027, shall provide for wage increases, which shall be retroactive to the first day of the Agreement for all bargaining unit members as follows:

The payroll date immediately prior to July 1, 2024 (6/30/24) +5%

The payroll date immediately prior to July 1, 2025 (6/29/25) +4%

The payroll date immediately prior to July 1, 2026 (6/28/26) +3%

3. The collective bargaining agreement between the State and the Coalition shall be amended to provide employees increased vacation upfront days as of January 1 of each year and improvements in the number of vacation days for employees with between six (6) months and ten (10) years of service and shall be amended as follows:

Revise Vacation Articles of the Coalition collective bargaining agreements as follows:

- ___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. The following vacation days are credited on January 1 of each year:

Employees with 6 mos. to ~~less than 3~~ **4** yrs. ~~4~~ **2** days on January 1.

Employees with 3 yrs. to less than 5 yrs. 6 days on January 1.

Employees with 5 yrs. to less than 10 yrs. 7 days on January 1.

Employees with 10 years to 20 yrs. ~~8~~ **4** days on January 1.

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

The remaining entitled vacation is accrued throughout the year.

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

	Years of Service	Schedule
1)	At least 6 months but no more than 3 5 years	12 14 working days
2)	At least 3 years but not more than 5 years	14 working days
3 2)	At least 5 years but not more than 10 years	16 15 working days
4 3)	At least 10 years but not more than 15 years	18 working days
5 4)	At least 15 years but not more than 20 years	20 working days
6 5)	At least 20 years but not more than 25 years	26 working days
7 6)	25 years or more	28 working days

To illustrate the above language, vacation pay, up front, accrued and total vacation shall be reflected as follows:

Total Years of Service	Vacation Days		
	Upfront	Accrued	Total
0-3 Years	4	8	12
3-5 Years	6	8	14
5-10 Years	7	9	16
10-15 Years	8	10	18
15-20 Years	8	12	20
20-25 Years	9	17	26
25+ Years	9	19	28

4. The Sick Leave and FMLA Leave provisions of the collective bargaining agreements between the State and the Coalition will be amended as follows:

____ 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. Such sick leave shall also include absence due to illness or death in the immediate family of the employee (per death) or with appropriate documentation necessary attendance upon a member of the immediate family who is ill. Such sick leave for an immediate family member shall be up to a maximum of twenty (20) days of accrued sick leave per year, **one hundred forty (140) hours for thirty-five (35) hour and non-standard employees, one hundred fifty (150) hours for thirty-seven and one-half (37.5) hour employees and one hundred sixty (160) hours for forty (40) hour employees.** The definition of “Immediate Family” for the purpose of sick leave and bereavement leave, shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

____ Family Medical Leave:

- (a) For each discharge of three (3) to less than five (5) consecutive days, the employee’s appointing authority shall require, and the worker shall provide, a properly completed Employee Certification of Necessary Absence Form (Affidavit) as provided by the Division of Human Resources.
- (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 **Medical Certification, indicating the reason related to the medical condition of the employee or member of the employee’s immediate family. Acceptable Medical Certification must include the medical facts which**

substantiate the employee's need for leave and the employee's restrictions, if any, and the duration of the need for leave and/or restriction. ~~properly completed employee and physician portions of the appropriate United States Department of Labor form (currently WH 380-E, WH 380-F, WH 384 or WH 385) as provided by the Division of Human Resources.~~

- (c) In order for the **Employer** ~~appointing authority~~ to designate an absence as **Family Medical Leave Act (hereinafter "FMLA") leave, or a Rhode Island Parental and Family Medical Leave (hereinafter "RIPFMLA")** qualifying leave, the employee must **submit acceptable medical certification, as defined in Section (b) above, of a serious health condition, as defined in FMLA or RIPFMLA. Medical certification, as described above, may include a properly completed employee and physician portion of the appropriate United States Department of Labor form (currently WH-380-E, WH-380F, WH 384, or WH 385) or may include a narrative report from the treatment provider. If the employee is eligible for FMLA or RIPFMLA leave, the Employer shall designate the employee's absence as FMLA and/or RIPFMLA leave.** ~~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 **of notifying the appointing authority** 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 **acceptable medical evidence as defined in Section (b) of this Article a** ~~properly completed form (as referenced in (B))~~ **or other satisfactory evidence in support of** ~~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 Division of Human Resources ~~Disabilities Management Unit~~. Access to these records is restricted as provided by law.
- (g) Nothing herein shall adversely affect an employee's right to leave under the 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.G.L. 1956 § 36-4-63.~~ **Authorized Union business time will be counted toward hours worked in determining eligibility for FMLA or RIFFMLA leave.**

____ **Pregnancy Leave**

- A.** A pregnant employee, so certified by the employee's physician shall be entitled to use accrued sick leave for any time said employee is unable to work, for medical reasons.
- B.** **A pregnant employee who has exhausted her sick leave accruals or who declines to utilize her sick leave, shall be granted a pregnancy leave without pay.**
- C.** **An employee on pregnancy leave may upon her discretion, utilize vacation or personal leave accruals or a portion thereof.**
- D.** At the expiration of **said pregnancy maternity** leave, the employee shall be returned to the position from which said employee is on leave at the same step of the then current range for said employee's class of position.
- E.** 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.

____ **Parental Leave.**

- A.** **An employee may take Parental leave for the birth of a new baby or a newly adopted/fostered child.**
- B.** **The employee** shall submit written notification to the appointing authority of the anticipated duration of the ~~maternity~~-**parental** leave at least two (2) weeks in advance, if possible, of the commencement of the leave. ~~Parental l~~eave 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; **said leave shall not be unreasonably withheld.** An early return by the employee may be made upon written notice of thirty (30) days to the appointing authority.
- ~~C. A pregnant employee shall not be required to commence maternity leave prior to childbirth, unless unable to satisfactorily perform the job duties, and continuance at work does not deprive co-workers of their contractual rights.~~

- C. **An employee on parental leave may, upon his/her discretion, utilize vacation or personal leave accruals or a portion thereof.**
- D. **At the expiration of said parental leave, the employee shall be returned to the bidded position from which said employee is on leave at the same step of the then current range for said employee's class of position.**

5. The three-day rule provisions of the collective bargaining agreements between the State and Coalition will be revised to provide reference to employees on an acting assignment and will be amended as follows:

~~ACTING ASSIGNMENT THREE-DAY RULE~~

7. 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 highest 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~~ **shall will** be notified **bi-weekly, quarterly,** either in writing or electronically, of every bargaining unit member assigned to work in a higher class of position pursuant to this article.

An acting ~~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 **acting assignment ~~three-day rule assignments~~** of other employees. If at the end of the twelve (12) month period the position is not Encumbered, it will be posted as a vacant position in accordance with Article 11 of the collective bargaining agreement, provided the position is funded and approved to be filled. The twelve (12) month period of any of the employees serving in the assignment may be extended by mutual agreement of the parties.

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

with Article 11 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 **acting three-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 position, original pre-acting three-day rule** assignment. Such positions will not be filled with another **acting 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.

6. Applicable tuition reimbursement language of the collective bargaining agreements between the State and Coalition shall be amended to allow for employees to take on-line courses from institutions whose accreditation is listed as current by the U.S. Department of Education's Office of Postsecondary Education (OPE) data of accreditation and will be amended as follows:

- ___1 Employees within the bargaining unit under this program may apply to have the cost of tuition, fees, professional credits and required materials reimbursed for approved courses taken at approved or accredited colleges or universities (physical or web-based if offered by approved universities), trade schools, continuing adult education programs or professional credit programs which are job related or required as part of a degree program within the employee's field and for which the employee receives at least a Grade C for undergraduate courses and a Grade B for graduate courses. For professional credits, the employee must present proof of earning the related credits to keep professional certification. Requests to take courses/professional credits must be presented in advance to the agency Director or the Director's designee who will either approve or deny the application in accordance with this Article. **Courses may be completed online if undertaken from an institution whose accreditation is listed as current by the U.S. Department of Education's Office of Postsecondary Education (OPE) database of accreditation (<https://ope.ed.gov/accreditation>). Professional credits may be completed online if such credits would be accepted by a governmental entity licensing the employee for any continuing education required for licensure.**

7. The collective bargaining agreements between the State and the Coalition shall be amended to provide for background checks free of charge for use in any promotional process for which a background check is required, which language shall read as follows:

BACKGROUND CHECK

— **State employees shall obtain, free of charge, background checks from the State of Rhode Island, Office of the Attorney General, for use in any promotional process for which a background check is required.**

8. The arbitration provisions of the collective bargaining agreements between the State and the Coalition shall be amended to provide for mediation as follows:

Add new

MEDIATION

The Federal Mediation and Conciliation Service (“FMCS”), recognizing that a mechanism which provides for an informal and expeditious resolution of grievances not only alleviates the costs attributed to arbitration, but also creates a more harmonious Labor-Management relationship, hereby enter into this agreement with the State of Rhode Island and [the Union]. The purpose of the agreement is to provide for the mediation of grievance disputes as an alternative to arbitration. The program will be administered by the FMCS. It is understood by the parties that this program will exist for so long as or until such time as either party notifies the FMCS that it wishes to terminate the agreement.

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

- 1. Before a grievance is submitted to mediation; it must have been processed through the second level of the internal grievance procedure.**
- 2. The parties by mutual consent may submit unresolved grievances to mediation by filing a request for a hearing with the FMCS within fifteen work days of the receipt of the written response to the grievance at the Labor Relations Level of the Grievance Procedure.**
- 3. The FMCS will assign a mediator to the grievance within ten working days of the receipt of the parties request for mediation.**
- 4. The assigned mediator will schedule a mediation conference at a mutually agreeable time, no later than fifteen working days after their assignment to the case. The mediator will ordinarily schedule no more than three grievances for conference in a single day. The decision to postpone a hearing shall rest with the mediator.**
- 5. Should the assigned mediator be unable to execute their responsibilities within the prescribed time period, another**

mediator shall be assigned to the case unless the parties mutually agree to retain the mediator and hold the Conference at a later date.

6. Grievances will be mediated one at a time in an informal setting. Relevant factors will emerge in a narrative fashion, without examination of witnesses, formal rules of evidence or record-keeping.
7. The individuals necessary to effectuate the resolution of the grievance shall be in attendance.
8. The mediator may schedule and structure meetings in whatever manner said mediator believes is most productive (joint, separate, off-the-record meetings, etc.).
9. Should the parties not be able to resolve the grievance to their mutual satisfaction after a reasonable period of time, the mediator or either one of the parties shall withdraw the case from mediation.
10. It is understood by the parties that in no event will the mediator issue an advisory opinion on the matter.
11. Should the parties resolve the grievance as a result of the mediation process, the parties shall sign a settlement, which will set forth the terms of the agreement that they have reached. It is understood all grievance settlements will not be considered as precedent-setting unless the parties agree that to be the case in the terms of the settlement.
12. It is understood by the parties that all discussions between the mediator, the disputing parties and/or the grievant shall be privileged and treated as confidential. Any settlement proposal made by either party at the mediation session shall not be referred to at any future arbitration hearing or any other proceeding.
13. All written material which is submitted to the mediator during the mediation conference will be returned to the respective parties upon conclusion of the meeting.

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

9. The collective bargaining agreements between the State and the Coalition labor organizations shall be amended to provide health, dental and vision insurance benefits and shall be amended to provide as follows:

_____ The State will maintain the current health benefits through December 31, 2024, through a product provided by **Blue Cross & Blue Shield of Rhode Island, United Healthcare**, or a substantially equivalent package of benefits delivered through a PPO.

Effective January 1, **2025, 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
- **A Virtual Musculoskeletal (MSK) program**

A) Anchor Plus Plan

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

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

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

pharmacy out-of-pocket maximum.

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

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15 copay;

- (3) Specialist office visit - \$25/~~\$50 copay (higher specialist copay applies without referral under 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.

B) Anchor Plan:

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

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

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

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

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15 copay;

- (3) Specialist office visit - \$25/~~\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care)~~;
- (4) Chiropractic care - \$15 copay;
- (5) Diagnostic tests (X-rays, blood work) — no charge;
- (6) Imaging (CT/PET Scans, MRIs) — coinsurance applies after deductible. (Covered in full after deductible if an imaging center is used);
- (7) Inpatient hospital — coinsurance after deductible;
- (8) Outpatient surgery — coinsurance after deductible;
- (9) Mental Health/Substance Use Disorder — in-patient: coinsurance after deductible, outpatient: \$15 copay;
- (10) Emergency room - \$150 copay;
- (11) Ambulance — covered in full;
- (12) Urgent care - \$50 copay;
- (13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

C) 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 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) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP — coinsurance after deductible;
- (3) Specialist office visit copay — **coinsurance 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.

— 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.

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

Insurance

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

Effective June ~~21, 2020~~ **18, 2023**

For full time employees:

Individual Plan		Family Plan	
Less than \$105,411 \$113,516	20%	Less than \$54,835 \$59,051	15%
		\$54,835 \$59,051 to less than \$105,411 \$113,516	20%
\$113,516 \$105,411 and above	25%	\$113,516 \$105,411 and above	25%

For part-time employees:

Individual or Family Plan

Less than \$99,360 \$107,000	20%
\$107,000 \$99,360 and above	35%

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 contribution salary levels for eligible employees shall be increased by; ~~2.5%~~ **5%** effective June 30, ~~2021~~ **2024**; ~~2.5%~~ **4%** effective June 29, ~~2022~~ **2025**; and ~~2.5%~~ **3%** effective June 28, ~~2023~~.

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

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

Effective June ~~30, 2024~~~~20, 2021~~:

For full-time employees:

Individual Plan		Family Plan	
Less than \$119,192 \$108,046	20%	Less than \$62,004 \$56,206	15%
		\$62,004 \$56,206 to less than \$119,192 \$108,046	20%
\$119,192 \$108,046 and above	25%	\$119,192 \$108,046 and above	25%

For part-time employees:

Individual or Family Plan

Less than \$112,350 \$101,844	20%
\$112,350 \$101,844 and above	35%

Effective June ~~29, 2025~~~~19, 2022~~:

For full-time employees:

Individual Plan		Family Plan	
Less than \$123,960 \$110,747	20%	Less than \$64,484 \$57,611	15%
		\$64,484 \$57,611 to less than \$123,960 \$110,747	20%
\$123,960 \$110,747 and above	25%	\$123,960 \$110,747 and above	25%

For part-time employees:

Individual or Family Plan

Less than \$116,844 \$104,390	20%
\$116,844 \$104,390 and above	35%

Effective June ~~28, 2026~~~~18, 2023~~:

For full-time employees:

Individual Plan		Family Plan	
Less than \$127,679 \$113,516	20%	Less than \$66,419 \$59,051	15%
		\$66,419 \$59,051 to less than \$127,679 \$113,516	20%
\$127,679 \$113,516 and above	25%	\$127,679 \$113,516 and above	25%

For part-time employees:

Individual or Family Plan

Less than \$120,349 \$107,000	20%
\$120,349 \$107,000 and above	35%

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

— Employee Drug Copay: The following in-network copays shall be in effect:

A) Anchor Plus Plan and Anchor Plan:

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

<u>Tier 1</u> <u>generic</u>	<u>Tier 2</u> <u>preferred brand</u>	<u>Tier 3</u> <u>non-preferred brand</u>	<u>Tier 4</u> <u>specialty*</u>
\$10.00	\$35.00	\$60.00	\$100.00

*** CVS's PrudentRx program (\$0/30%) applies to specialty drugs included in a covered class listed within the PrudentRx program drug list, all other specialty drugs not included on the PrudentRx list would be subject to the specialty cost sharing (e.g. \$100 copay). Should a member choose not to enroll in the program and purchase a specialty drug on the PrudentRx list, that member shall be subject to 30% cost sharing for that drug. Should the PrudentRx program no longer be available under its current terms, the State shall revert to its negotiated specialty cost sharing (e.g. \$100 copay).**

The drug copay by mail order shall be as follows:

<u>Tier 1</u> <u>generic</u>	<u>Tier 2</u> <u>preferred</u> <u>brand</u>	<u>Tier 3</u> <u>non-</u> <u>preferred</u> <u>brand</u>
\$20.00	\$70.00	\$120.00

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

B) Anchor Choice with HSA Plan:

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

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

<u>Tier 1</u> <u>generic</u>	<u>Tier 2</u> <u>preferred</u> <u>brand</u>	<u>Tier 3</u> <u>non-</u> <u>preferred</u> <u>brand</u>	<u>Tier 4*</u> <u>specialty*</u>
\$10.00	\$35.00	\$60.00	\$100.00

*** Applies to the PrudentRx program. CVS's PrudentRx program (\$0/30%) applies to specialty drugs included in a covered class listed within the PrudentRx program drug list, all other specialty drugs would be subject to the regular/negotiated specialty cost sharing (e.g. \$100 copay). Should the PrudentRx program no longer be available under its current terms, the State shall revert to its negotiated specialty cost sharing (e.g. \$100 copay).** The drug copay after deductible by mail order shall be as follows:

<u>Tier 1</u> <u>generic</u>	<u>Tier 2</u> <u>preferred</u> <u>brand</u>	<u>Tier 3</u> <u>non-</u> <u>preferred</u> <u>brand</u>
\$20.00	\$70.00	\$120.00

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

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

_____ Dental and Vision Programs:

A) Dental:

The State will provide a dental plan for employees and their families. The coverage shall be \$1,500 per calendar year, in addition to the enhancements below.

The State will offer benefit enhancements, including two (2) buy-up options. Said modified plan enhancements shall include:

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

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

B) Vision: The State will provide a vision plan for employees and their families. ~~Effective January 1, 2019, t~~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.

_____ 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.

Wellness Incentives

~~In addition to the Diabetes Prevention Program, the~~ following wellness incentives shall be available to employees ~~up to a maximum of \$1,000 per year.~~

A. Rewards for Wellness

1. Employees participating in the State's **Anchor Plus or Anchor Choice** 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. **For those enrolled in the Anchor 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 \$700 per year.** Activities shall be available for completion between January 1st and December 31' of each calendar year (an "activity year"). The earned reductions in medical insurance co-share payments shall be awarded to active employees participating in the State's medical plan in the first half of the calendar year following each activity year.
2. 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 Preventive Exam Incentive

1. 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.

2. 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.

~~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 (currently YMCA of Greater Providence), shall receive a one-time taxable \$500 cash incentive reward.~~

- _____ 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.
- _____ The State and the Union will meet not less than annually during the term of the collective bargaining agreement to review utilization, coverage, suppliers, and other relevant issues related to healthcare coverage.
- _____ 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.
- _____ 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.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of August, 2024.

FOR THE STATE:

**Jonathan
Womer**

Digitally signed by Jonathan
Womer
Date: 2024.08.09 11:58:56
-04'00'

Jonathan Womer, Director
Rhode Island Department of Administration

Robert Antonson

Robert Antonson, President

Education Support Professional Association at the Community College of Rhode
Island/National Education Association (ESPA/CCRI/NEA Local 852)

Corrine Henry

Corrine Henry, President
Rhode Island Probation and Parole Association

Connor Delaney

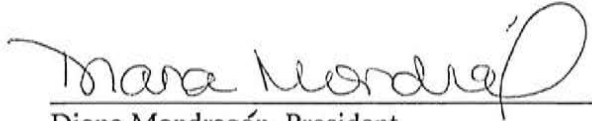
Connor Delaney, President
Council of Budget Personnel

Cheryl Glowacki
Cheryl Glowacki, President
Howard Union of Teachers (RIFTHP Local 1171)

Denise Robinson

Denise Robinson, President

International Federation of Professional and Technical Engineers (IFPTE Local 400)

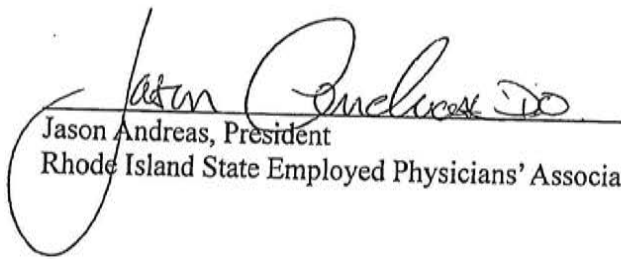
A handwritten signature in black ink, appearing to read "Diana Mondragón". The signature is fluid and cursive, with a large loop at the end of the last name.

Diana Mondragón, President

URI National Education Association Educational Support Professionals
(ESP/URI-NEA Local 879)

A handwritten signature in black ink, appearing to read "Richard Ferruccio", written over a horizontal line.

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

A handwritten signature in black ink, appearing to read "Jason Andreas, MD". The signature is written in a cursive style and is positioned above a horizontal line.

Jason Andreas, President

Rhode Island State Employed Physicians' Association (RI SEPA)



Karen Hazard, Business Manager
Laborers' International Union of North America (LIUNA Local 808)



Ronald Coia, Business Manager
Laborers' International Union of North America (LIUNA Local 1033)

Karen Raposa BSN, RN

Karen Raposa, President
United Nurses and Allied Professionals (UNAP Local 5019)

A handwritten signature in black ink, appearing to read 'Kelly DiBiasio', written over a horizontal line.

Kelly DiBiasio, President
Rhode Island Employment Security Alliance (SEIU Local 401)

Matthew Gunnip

Matthew Gunnip, President

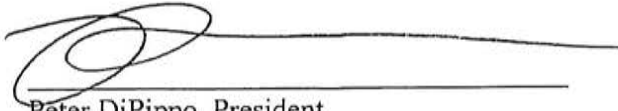
SEIU Local 580

(RIASSE; Rhode Island Alliance of Social Service Employees)

Melissa Ferrario

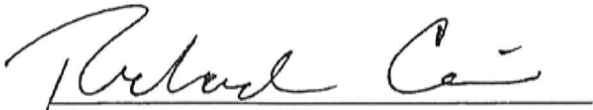
Melissa Ferrario, President

National Association of Government Employees (NAGE Local 79)



August 9, 2024

Peter DiPippo, President
Professional Staff Association/National Education Association Rhode Island
of the Rhode Island Department of Health (PSA/NEARI/DOH Local 859)

A handwritten signature in cursive script, reading "Richard Coia". The signature is written in black ink and is positioned above a horizontal line.

Richard Coia, President
Association of Rhode Island State Supervisors (ARISS)