

## MEMORANDUM OF TENTATIVE AGREEMENT

This Memorandum of Tentative Agreement (hereinafter "Agreement") is entered into this \_\_\_ day of December, 2022, by and between the State of Rhode Island (the "State") and United Nurses & Allied Professionals, Local 5019 (the "Union").

WHEREAS, the Union represents the bargaining unit of nurses employed by the State at the Department of Education, the Departments of DHS and EOHS, URI Student Health Department/University Health Services, RIC Student Health Department, CCRI Student Health Department, Zambarano Hospital and Rhode Island Veterans' Home; and

WHEREAS, the Union is a member of the Coalition of Labor Organization representing the various collective bargaining agents of State employees (the "Coalition"); and

WHEREAS, the Union is signatory to the Memorandum of Tentative Agreement dated December 23, 2021, between the State and the Coalition; and

WHEREAS, the State and the Union entered into "Local negotiations" commencing December 21, 2021, and have reached a tentative agreement which is subject to ratification by the bargaining unit member employees represented by the Union.

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

1. Unless otherwise noted herein, the provisions of the Master Agreement between the State and the Union, which expired on June 30, 2020 (the "CBA"), shall continue in full force and effect in the successor agreements commencing July 1, 2020, and July 1, 2021.

2. The successor agreements noted in paragraph 1 shall be amended to reflect the changes noted in the December 23, 2021 Memorandum of Tentative Agreement between the State and the Coalition, which is attached hereto and made a part hereof as **Exhibit A**.

3. Article IV shall be amended by adding a new Section 4.10 as follows:

**4.10 Members of the bargaining unit may be required to work an assignment in addition to their regular assignment. When this occurs, members of the bargaining unit shall be compensated in the following manner:**

- A. When two (2) members of the bargaining unit split a single assignment, each shall be compensated an additional four (4) hours straight time pay.
- B. When a member of the bargaining unit is given an additional assignment, said member shall receive an additional eight (8) hours of straight time pay.

4. Article V, Section 5.7 shall be amended effective January 1, 2023, as follows:
  - 5.7 The salary range for each class of position with the bargaining unit shall be amended to reflect the addition of **one thousand five hundred (\$1,500.00)** ~~seven hundred fifty (\$750.00)~~ dollars for all employees within those classifications who hold or are awarded a Baccalaureate of **Science** degree in nursing related disciplines. Employees within those classifications who hold or are awarded a **Master's of Science Degree** in nursing or related disciplines shall receive **three thousand (\$3,000.00)** ~~two thousand (\$2,000.00)~~ dollars. No employee shall receive both additional amounts simultaneously. Courses credited toward the attainment of the Baccalaureate degree may not be utilized toward the in-service training curriculum requirement of Article 5.6.
  
5. Article VI, Section 6.5 of the CBA shall be amended effective January 1, 2023, as follows:
  - 6.5 The shift differential shall be **two dollars and fifty cents (\$2.50)** ~~seventy (\$0.70)~~ cents per hour.
  
6. Article VII, Section 7.6 shall be amended as follows:
  - 7.6 Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective division and class of position. **All vacant shift assignments (fill-ins) shall be made from a single overtime list of full-time and part-time Registered Nurses within the bargaining unit, by seniority, offered on a "rotating" basis.** A record of overtime work will be furnished the Union at the close of each pay period.
  
7. Article XXIX, Section 29.4 shall be amended effective January 1, 2023, as follows:
  - 29.4 The employer shall replace in kind, clothing and eyeglasses damaged by patients in the performance of duty by the employee within thirty (30) days of verification of the claim by the Department. Verification of the claim shall not exceed 30 days of notification from date. **Each bargaining unit member shall receive an annual stipend of \$500.00 for maintenance and upkeep of clothing and equipment. This stipend shall be paid the first pay period in January of each year.**

8. Article XLI, Section 41.1 shall be amended as follows:

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

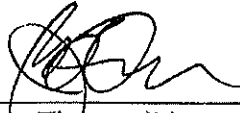
The primary responsibility for orientation and training shall be that of the nursing educators. Newly hired nurses may also require a period of orientation to the unit requiring another nurse to act as a preceptor. The length of time necessary to orient a nurse to the unit will vary depending on the nurse's experience, skills and training and will be determined by management. Only those bargaining unit members with adequate experience for the unit will serve a preceptors. Bargaining unit members shall receive an additional ~~ten (\$10.00) five (\$5.00)~~ dollars per hour for hours when acting as a preceptor to another nurse.

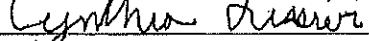
9. Schedule 900 reflecting classified annual salaries of bargaining unit members shall be amended by public hearing as reflected in the Schedule attached hereto and made a part hereof as **Exhibit B**, to provide at the beginning of 9 years of employment through 13 years of employment, employees shall receive a three (3%) percent step increase each year, with additional three (3%) percent step increases effective at 15, 20, 25, 30 and 40 years of employment. Schedule 900 shall be so amended by public hearing effective January 1, 2023.

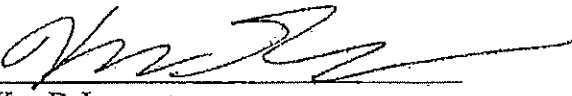
IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_ day of December, 2022.

FOR THE STATE OF RHODE ISLAND:

FOR THE UNIFIED NURSES &  
ALLIED PROFESSIONALS,  
LOCAL 5019:

By:   
James Thorsen, Director  
Department of Administration

By:   
Cynthia Lussier, R.N. 12-19-22  
President, UNAP 5019

By:   
Ken DeLorenzo 12-19-22  
Field Representative  
UNAP

**SCHEDULE 900**  
**CLASSIFIED ANNUAL SALARIES**  
 Effective January 1, 2023

	0-6 mos	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	6 yrs	7 yrs	8 yrs	9 yrs	10 yrs	11 yrs	12 yrs	13 yrs	15 yrs	20 yrs	25 yrs	30 yrs	40 yrs
920	67,778	70,127	73,168	74,832	79,489	83,165	84,634	85,911	88,488	91,143	93,877	96,694	99,594	102,582	105,660	108,829	112,094	115,457	118,921
921	69,688	72,041	75,081	76,743	81,357	85,072	86,544	87,817	90,452	93,165	95,960	98,839	101,804	104,858	108,004	111,244	114,581	118,019	121,559
923	82,187	83,952	85,518	87,478	90,369	91,791	93,215	94,584	97,422	100,344	103,354	106,455	109,649	112,938	116,326	119,816	123,411	127,113	130,926
924	83,952	86,301	88,213	90,180	92,035	94,389	96,249	98,066	101,008	104,038	107,159	110,374	113,685	117,096	120,609	124,227	127,954	131,793	135,746
925	85,844	88,194	90,127	92,085	93,915	96,289	98,132	99,953	102,952	106,040	109,221	112,498	115,873	119,349	122,930	126,617	130,416	134,328	138,358
926	90,961	93,444	96,009	98,260	101,250	103,016	104,829	106,693	109,894	113,191	116,586	120,084	123,686	127,397	131,219	135,156	139,210	143,386	147,688
929	100,173	103,650	106,787	111,152	112,523	113,848	115,245	116,588	120,086	123,688	127,399	131,221	135,157	139,212	143,389	147,690	152,121	156,685	161,385

NAGE Nurses (Local 79)  
 United Nurses and Allied Professionals (UNAP), Local 5019

Dollar amounts shown in the 900 Classified Annual Schedule reflect the first two longevity steps within the calculated base rates.