

CONTRACT BETWEEN
the
UNIVERSITY OF RHODE ISLAND PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEARI/NEA)
and the
COUNCIL ON POSTSECONDARY EDUCATION
2018-2021

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2018-2021

TABLE OF CONTENTS

ARTICLE		PAGE
Article I	Recognition.....	3
Article II	Management Rights.....	4
Article III	Non-Discrimination Clause.....	4
Article IV	Dues Deduction.....	4
Article V	Rights of the Association.....	5
Article VI	Personnel Files.....	5
Article VII	Conditions of Employment.....	6
Article VIII	Promotions and Transfers.....	8
Article IX	Posting of New and Vacant Positions.....	8
Article X	Outside Employment.....	8
Article XI	Promotion/Compensation for Service in Higher Classification.....	9
Article XII	Evaluations.....	9
Article XIII	Standards for Notice of Dismissal.....	10
Article XIV	Reprimand, Demotions and Suspensions.	10
Article XV	Grievance Procedure.....	10
Article XVI	Appeal Process.....	12
Article XVII	Seniority.....	13
Article XVIII	Layoffs.....	14
Article XIX	Fringe Benefits.....	15
Article XX	Leaves.....	22
Article XXI	No Strikes or Lockouts.....	27
Article XXII	Alteration of Agreement.....	27
Article XXIII	Savings Clause.....	28
Article XXIV	Termination of Agreement.....	28
Appendix A	Salary Increases.....	29
I	Memorandum of Agreement/Academic Year Positions.....	30
II	Memorandum of Agreement/Acting Duty dues deductions.....	32
III	Memorandum of Agreement/“Soft Money”.....	33
IV	Memorandum of Agreement/Temporary, Short-term Appointments.....	35
V	Memorandum of Agreement/Recall.....	36
VI	Memorandum of Agreement/Article IX interpretation.....	38
VII	Memorandum of Agreement/Reduced Work Week.....	39
VIII	Memorandum of Agreement/Increased Workload.....	40
	Pay Schedule/Effective 12/01/19 (FY19)	41
	Pay Schedule/Effective 7/01/19 (FY20)	42
	Pay Schedule/Effective 7/01/20 (FY21)	43

PURPOSE

It is the purpose of this Agreement to carry out the policy of the Council on Postsecondary Education by encouraging a more harmonious and cooperative relationship between the Council and its employees by providing for procedures which will facilitate free and frequent communication between the administration and its employees.

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the Council on Postsecondary Education and agree further that sound labor-management relations are essential to carry out this end.

MEMORANDUM OF AGREEMENT

In this Agreement entered into this ____ day of _____, 2019 between the Rhode Island Council on Postsecondary Education and The University of Rhode Island Professional Staff Association (URI/PSA/NEARI/NEA), the parties hereby agree as follows:

ARTICLE I
RECOGNITION

1.1 Recognition

The Council hereby recognizes the Association as the sole and exclusive bargaining agent for all employees within the bargaining unit. The bargaining unit consists of those classes of positions found appropriate as a result of the petition submitted in case number EE-2071 and any such positions which may be added or deleted by the State Labor Relations Board.

- 1.2**
- a. For the purpose of this contract, the term "Council" shall mean the Council on Postsecondary Education
 - b. The term "Administration" shall mean The University of Rhode Island.
 - c. The term "University" refers to The University of Rhode Island.
 - d. The unqualified term "Staff", "Staff Member" or "employee" as used in this Agreement means a member or members of the bargaining unit as defined in Section 1.1 of this Agreement.
 - e. The term "President" as used in this Agreement means the Chief Executive Officer or Acting Chief Executive Officer of The University of Rhode Island.
 - f. The term "Association" shall mean The University of Rhode Island Professional Staff Association (URI/PSA/NEARI/NEA).

1.3 No person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with the Council or its representatives concerning any terms or conditions of employment except through the authorized representatives of the URI/PSA/NEARI/NEA.

- 1.4**
- a. The University must notify the Association of any new non-classified, non-faculty supervisory staff positions approved by the Personnel Review Committee, or the establishment of any new non-classified, non-faculty supervisory staff positions approved by the Personnel Review Committee, or the establishment of any new non-classified, non-faculty supervisory staff positions not requiring Personnel Review Committee approval within twenty (20) days of such actions.
 - b. The University must notify the Association in writing twenty (20) days prior to the change in job description of any such supervisory staff positions. retitling or
 - c. In addition, The University agrees to notify the Association in writing when it petitions to change or otherwise seeks to alter an employee's bargaining unit status.

ARTICLE II
MANAGEMENT RIGHTS

- 2.1 The Association recognizes that the Council, the Commissioner of Postsecondary Education and the administration of The University have responsibility and authority to manage and direct on behalf of the public, all the operations and activities of The University to the full extent authorized by law.
- 2.1 a. Except as hereinafter specifically provided, the operation and administration of The University of Rhode Island, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Council and its Chairman and their duly designated representative.
- b. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Council or any agent thereof.

ARTICLE III
NON-DISCRIMINATION CLAUSE

- 3.1 The Council 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, sexual orientation, age, marital status, gender identity and expression, physical handicap, disability or political affiliation.
- 3.2 All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male or female employees.
- 3.3 The Association and the Council shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association and will not discriminate against the employee in the administration of this Agreement because of membership or non-membership in the Association.

ARTICLE IV
DUES DEDUCTIONS

- 4.1 Membership in any employee organization may be determined by each individual employee. Members of the Union shall pay dues, fees, and assessments as determined by the Union.
- 4.2 The State Controller shall, upon certification of the exclusive organization, deduct bi-weekly from said employee's salary said amount and remit the same to the treasurer or designee of the exclusive bargaining organization. The Council shall not deduct dues, fees, or assessments for membership in any other Union.
- 4.3 The Council recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Council agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.
- 4.4 The appointing authority shall give written notice to the President of the Union of all new employees within the bargaining unit who become eligible for membership in the PSA. Said notice shall be given monthly and shall include the employee's name, address, and, date of hire.
- 4.5 The Council will discontinue such deductions if notified by the Union in writing. In the event the Council receives such notification by an employee, it shall refer the employee to the Union. The Union is fully responsible for responding to any objections by an employee regarding their dues, fees, and assessments deduction.
- 4.6 The Union shall indemnify and save the Council/State harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Council/State in reliance upon the Union's representation that its dues, fees, and assessments have been lawfully increased and in accordance with the Union's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.
- 4.7 The Council agrees that it shall forward twice each year to the Union the list of bargaining unit members for the local union and their mailing addresses.

ARTICLE V
RIGHTS OF THE ASSOCIATION

- 5.1 Designated Union members and/or officers shall be granted reasonable time with pay during working hours to investigate and seek to settle grievances and to participate in hearings and meetings with the Administration or Labor Relations Board on contract negotiations and contract administration. Such time shall be with the approval of the appropriate supervisor involved, and such approval shall not be unreasonably withheld. All union business time conducted by Association officers (President, Vice President/Grievance Chair, Secretary, Treasurer) shall be recorded on an agreed upon form submitted quarterly to the Assistant Vice President for Human Resources.
- 5.2 No Association committee member or representative shall be discriminated against as a result of the performance of legitimate Association business.
- 5.3 The Association shall furnish the Council/Administration with a written list of its officers immediately after their designation and shall promptly notify the Council/ Administration of any change in such officers.
- 5.4 Association representatives will be permitted to visit Association officers and committee members on Council/ Administration premises for the purpose of discussing Association business. Such visits should not interfere with the normal conduct of University business.
- 5.5 Nothing contained herein shall be construed to deny or restrict any employee's rights he may have under the General Laws of the State of Rhode Island or other applicable laws.
- 5.6 The Council recognizes the Association's rights to have access to information relative to budget, staffing projections as they pertain to this unit, names and addresses and salaries of all employees in the bargaining unit and agenda of all open Council meetings. Where material is normally available to the public, the Association will utilize the same avenues of acquisition as the public. It is understood that this shall not be construed to require The University to compile information and statistics that are not readily available. Upon written request, the Association shall furnish information requested by The University.
- 5.7 Where practical The University administration shall advise the Association on new or modified, long-range institutional planning as to its specific effect on the bargaining unit.
- 5.8 In the case of a reorganization, the University will notify the Association in writing of the pending reorganization twenty (20) days prior to its implementation. Information on reorganization shall be limited to names and positions of all members of the bargaining unit included in the reorganization, title changes, changes in duties and responsibilities, and where appropriate, organizational charts, job descriptions and pay grades. The Association acknowledges that this information is not public information until the University officially announces the reorganization. A reorganization is hereby defined as a restructuring of the University including a department or a division which affects any member of the bargaining unit with respect to the underlined phrases.
- 5.9 The President of The University will meet with the President of the Association when either feels it necessary to meet at the mutual convenience of both parties.

ARTICLE VI
PERSONNEL FILES

- 6.1 The University shall maintain one (1) official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and evaluation reports prepared by The University and other relevant documents.
- 6.2 The employee shall have the right to examine his official personnel file at any time during normal business hours and to file a statement in response to any item placed in the file.
- 6.3 A designated member of the Association, having written authorization from the employee concerned, and in the presence of a representative of The University Administration, may examine

the official personnel file of that employee, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written charge(s) proffered against the employee by The University.

- 6.4 Copies of materials in an employee's official personnel file shall be permitted for official University purposes for use at formal proceedings of grievance reviews or for the express use of the individual employee, but shall not be permitted for any other purpose. Only materials in the official personnel file or related documents may be used against the employee at any time or in any manner.
- 6.5 A member of the bargaining unit shall have the right to reproduce all documents in his or her personnel file, except as noted above, at the employee's expense.
- 6.6 No anonymous material shall be placed in the employee's official personnel file.
- 6.7 Materials shown to be false or unsubstantiated shall be removed from the employee's official personnel file. The burden of proof of false or unsubstantiated material shall rest with the employee. The Office of Human Resource Administration shall be responsible for notifying in writing any persons or organizations to which it may have forwarded false information.
- 6.8
 - a. Copies of letters of commendation and appointments to committees shall be filed in an employee's official personnel file provided the employee so requests and delivers such letters to the Office of Human Resource Administration for inclusion.
 - b. The employee may add pertinent information for an up-to-date personnel file.

ARTICLE VII CONDITIONS OF EMPLOYMENT

7.1 Work Day and Work Week

- a. There are hereby two (2) basic work weeks as follows:
 - 1. A standard work week shall consist of thirty-five (35) work hours a week to be performed Monday through Friday.
 - 2. A non-standard work week shall consist of five (5) consecutive working days normally Monday through Friday for a total of thirty-five (35) work hours in any one week.
- b. It is agreed that the work schedule shall be on a calendar year basis (12 months) or on an academic year basis as set forth in the attached Memorandum of Agreement.
- c. In the event an employee is not able to report for work at his regularly scheduled time, he shall notify his immediate supervisor or department head within a reasonable length of time before the scheduled starting time, circumstances permitting.

7.2 Overtime

- a. Employees in classifications covered by the Fair Labor Standards Act shall be paid, or Receive compensatory time at the rate of time and one half (1.5), for work performed in excess of forty (40) hours per week; and shall receive compensatory time at the rate of one (1) hour for each hour worked between 36 and 40 hours.
- b.1 Employees in classifications that are exempt from the Fair Labor Standards Act who work in excess of thirty-five (35) hours per week shall receive compensatory time at the rate of one hour for each hour worked. All employees shall expend earned compensatory time according to the schedule which shall be prescribed by the appropriate supervisor, at the time the overtime is required. Normally compensatory time shall be expended, according to this schedule, within twenty (20) work days of when it is earned, and in no event beyond thirty (30) work days of when it is earned. If, however, an employee is denied opportunity to expend said compensatory time throughout the thirty day period, he/she shall refer the

matter to the Assistant Vice President for Human Resources or his designee who shall, within fifteen (15) days, at his sole discretion, either order the payment of the compensatory time which was accrued within the previous thirty (30) day period, or prescribe a schedule of no more than three (3) months over which this compensatory time shall be expended, or combination of both.

- b.2 If during this three (3) month period the employee's service is terminated by death or retirement (mandatory, voluntary, or involuntary), or resignation and the employee shall not have fully expended the compensatory time accrued within said previous thirty (30) day period, the employee or his estate shall be paid for the unexpended balance of this compensatory time.
- b.3 The Vice President of Human Resource Administration shall write and distribute a, mutually agreeable memo regarding the policies and procedures to implement the contractual provisions for compensatory time, compressed work week and flexible work week.
- c. In cases of emergency where overtime work could not have been authorized in advance, then upon verification of such facts by the employee to his or her immediate superior or department head, such overtime shall be recognized.

7.3 Sea Pay

- a. Sea pay shall apply to those members of the bargaining unit who are "at-sea" for a period of time in excess of ten (10) days per contract year. Days at sea during a contract year shall be cumulative. When an employee achieves more than ten (10) days at sea, pay provisions of this contract shall be paid retroactively to the first day at sea.
- b. The normal work day for all sea-going unit employees shall be eight (8) hours per day while at sea.
- c. The term "at-sea" work day will be defined as seven (7) hours of straight time, one hour of compensatory time, one hour to one hour basis and a maximum of eight (8) hours of paid overtime. Any hours worked between eight (8) and sixteen (16) hours per day overtime will be paid at the rate of 1.5 times the normal hourly rate. Any hours worked beyond sixteen (16) hours per day, except for weekends and holidays, shall be credited with additional compensatory hours on a one to one basis.
- d. The term "at-sea" shall be defined as any time spent on any research vessel away from a Rhode Island port on which the employee is performing his/her duties; away from a Rhode Island port does not include working in Narragansett Bay and coastal waters. With the approval of the Dean of GSO, work at certain remote field stations may also be eligible for sea pay, particularly if it requires long hours and a demanding work load. Only the Dean shall determine what constitutes bay and coastal waters, and what remote field stations may be eligible for sea pay, and his determinations regarding both of these matters are final, and thus not grievable.
- e. Employees working at sea on weekends (Saturday and Sunday) and holidays falling on other than a Saturday or Sunday shall be compensated in accordance with c. above, and in addition, said employee working on said weekends or holidays shall receive an additional three (3) hours of compensatory time for the first eight (8) hours worked. If said employees work less than eight (8) hours the compensatory time will be prorated. Hours worked beyond eight (8) on weekends and holidays will be paid at the rate of one and one-half and can be authorized only by the employee's immediate supervisor. Such authorization will be made in advance and in writing whenever circumstances permit.
- f. When employees are not at sea, they shall be subject to the overtime provisions of this contract as herein defined.
- g. Only the immediate supervisor of the sea-going unit employees may authorize overtime beyond the eight (8) hour work day defined above. When circumstances permit, such authorization will be in advance and in writing.
- h. All unit sea-going personnel will be considered "at-sea" when traveling to and from the vessel or remote field stations. Eight (8) hours per day will be guaranteed for such travel and any overtime beyond eight (8) hours must be authorized in advance in writing when circumstances permit. If travel is via public conveyance, compensation will be limited to eight (8) hours per day.

ARTICLE VIII
PROMOTIONS AND TRANSFERS

8.1 Promotions

Members of the bargaining unit who apply for and who meet the qualifications for posted bargaining unit vacancies shall, if he/she requests, be given an interview with the search committee, if such interviews are conducted and as long as such is consistent with Affirmative Action and applicable laws and regulations.

8.2 Transfers

Transfers within the same class of position: Whenever an opening occurs in an existing class of position, an employee presently holding such class of position, may, if he so elects, apply and receive consideration for the job prior to implementing the promotional procedure.

8.3 Should such transfer or promotion request be denied, the appropriate administrator shall provide written reasons to the employee.

ARTICLE IX
POSTING OF NEW AND VACANT POSITIONS

9.1 a. All new and/or vacant non-classified staff positions shall be posted on the University web site for a period of ten (10) working days.

b. The notification shall contain a description of the requirements and qualifications, as well as a description of the duties and responsibilities of the position, pay grade, and the nature of position (i.e. temporary, limited).

9.3 All employees within the bargaining unit who apply for a vacant or newly-created position shall be notified if they were not chosen for the position.

9.4 Whenever a change is made to the title or job description of a vacant and/or newly-created position after it has been posted and before it has been filled, all applicants from the bargaining unit shall be notified of the change and be given an opportunity to amend their applications or reapply. Such change shall require that the position be re-posted for five (5) working days and employees will be given three (3) working days after the posting period to apply.

9.5 All vacancies shall be filled in compliance with the Council on Postsecondary Education Affirmative Action Policy.

9.6 In the event that the Administration intends to waive the search process for a new or vacant position, the Administration shall consult with the President of URI/PSA.

9.7 The Administration will provide the URI/PSA President, upon request, with information regarding the status of all new/vacant positions not filled six (6) months after posting.

9.8 The URI/PSA and the Council recognize that there is one official job description, located in the Office of Human Resource Administration, which governs the responsibilities of URI/PSA members.

ARTICLE X
OUTSIDE EMPLOYMENT

10.1 Members of the Professional Staff Association are expected to carry out their full position responsibilities. Outside employment is permissible, provided that said employment does not adversely affect the quality of the employee's duties and responsibilities to the University.

10.2 If The University offers outside employment to a member of the bargaining unit, such work may be accepted with pay providing that such work and its preparation are done outside of the individual's working hours and that the work and its preparation do not conflict with the performance of the individual's job duties and responsibilities. However, such employment is permissible only if said employment is not within the primary job assignment at The University.

- 10.3 a. In addition, in unusual circumstances as determined by the Vice President for Business and Finance members may teach for The University during regular working hours and shall be paid for such services according to the current rate for such part-time teaching, but only if such teaching assignment has the prior written approval of both the employee's supervisor and the Vice President for Business Affairs.
- b. Such teaching is contingent upon the member replacing hours used during the regular work day at a time specified by their supervisor.
- c. Under no circumstances may permission be granted to teach during the work day, nor payment be made therefore, unless the employee has agreed to replace and in fact replaces the regular working hours at times specified by the supervisor.

ARTICLE XI
PROMOTION AND COMPENSATION FOR SERVICE
IN A HIGHER CLASSIFICATION

- 11.1 In the event an employee is requested to fill a position in a higher classification on an interim basis, if the period exceeds thirty working days, the employee shall receive the base rate of the higher classification, or 10% above his current rate, whichever is greater; in no event will the amount exceed the maximum of the higher pay grade while he/she is serving in said position.
- 11.2 Upon the employee's return to the position he held prior to the interim assignment, salary currently in effect for his/her position will be resumed.
- 11.3 In the event a member of the bargaining unit is selected to fill a vacant promotional position, of a higher pay grade, as the result of a competitive search approved by the Affirmative Action Office, the starting salary shall be determined by the Vice President/Provost, subject to the approval of the President. In no event will the salary increase be less than 5% above his/her current base rate or exceed the maximum of the higher pay grade.
- 11.4 In the event a position is upgraded to a higher classification within the bargaining unit through the Personnel Review Committee or in the event a member of the bargaining unit is selected to fill a vacant promotional position, of a higher pay grade, which is not the result of a competitive search, the employee shall receive the base rate of the higher classification, or 10% above his/her base rate whichever is greater, adjusted to the next step. In no event will the salary amount exceed the maximum of the higher pay grade.
- 11.5 In the event an employee is requested to fill a non-promotional vacant bargaining unit position on a temporary/interim basis, if the period exceeds thirty working days, the employee shall receive 5% above his/her current rate. The additional compensation shall be retroactive to the day the employee began filling the position.

ARTICLE XII
EVALUATIONS

- 12.1 All employees shall be evaluated periodically but not less than once every two years. A written statement of evaluation shall be placed in the employee's official personnel file. A copy of the evaluation shall be given to the employee. The employee shall read, date and sign the evaluation within two (2) weeks of receipt and it shall be placed in the employee's official personnel file. In addition, the employee may comment in writing; said comment shall be attached to the evaluation. Employees should be offered constructive criticism and specific areas of improvement shall be noted if appropriate.
- 12.2 No formal and/or final evaluation shall be based on anonymous, erroneous or unsubstantiated material.
- 12.3a. Each member should be apprised of his/her evaluation during a personal conference between the supervisor and the staff member.
- b. The evaluation shall be read and signed by the staff member to indicate that he/she has read the evaluation but the signature does not suggest agreement.

- c. The staff member may append to the evaluation appropriate comments.
- d. The evaluation along with any appended comment shall be forwarded to the Office of Human Resource Administration through the appropriate Vice President/Provost.
- e. Said Vice President/Provost shall sign indicating having seen the evaluation.
- f. If a subsequent administrator rejects or modifies a recommendation by a supervisor to the disadvantage of a staff member, he/she shall notify both the supervisor and staff member by sending copies of said changes.
- g. If no changes are made, it shall proceed to the Office of Human Resource Administration to be placed in said individual's personnel file.
- h. Appropriate forms and signature pages will be developed mutually by the Office of Human Resource Administration and URI/PSA no later than April 30, 2001.

**ARTICLE XIII
STANDARDS FOR NOTICE OF DISMISSAL**

- 13.1 All employees shall serve a probationary period of one (1) year. Employees who serve the full probationary period shall receive two evaluations. One shall occur during the first six months of employment, and the other during the second six months of employment. A probationary employee may be dismissed at any time during the probationary period with a written statement of reasons.
- 13.2 An employee who has served his/her probationary period may be dismissed only for just cause.
- 13.3 An employee who has served his/her probationary period and as a result of his/her evaluation is deemed to be incompetent and/or inefficient shall be warned in writing that his/her performance is below expectation and advised that he/she has four (4) months to correct the deficiency. If said employee fails to perform at an acceptable level after the four (4) month period, he/she may be dismissed.
- 13.4 An employee who has served for two (2) or more years and as a result of his/her evaluation is deemed to be incompetent and/or clearly inefficient shall be warned in writing that his/her performance is below expectations and advised that he/she has six (6) months to correct the deficiency. If said employee fails to perform at an acceptable level after the six (6) month period, he/she may be dismissed.
- 13.5 All cases of dismissal, excluding those concerning probationary employees, shall be subject to appeal through the grievance procedure and to arbitration. In the event that an employee is dismissed under this section and the employee appeals the action and his appeal is sustained, he/she shall be restored to his/her former position and compensated at his/her regular rate of pay for any time lost during the period of such dismissal.

**ARTICLE XIV
REPRIMAND, DEMOTIONS AND SUSPENSIONS**

- 14.1 It is agreed that the administration may reprimand, demote or suspend an employee who has served his/her probationary period only for just cause.
- 14.2 It is agreed that the administration may reprimand, demote or suspend a probationary employee with a statement of reasons.
- 14.3 In the case of a demotion, the administration shall notify the employee and the Association on or before the effective date of its intention to effect the demotion. Such notification shall be followed by a written statement within ten (10) working days.
- 14.4 In the case of suspension, the administration shall notify the employee and the Association on or before the effective date of suspension. Such notification shall be followed by a written statement within ten (10) working days.
- 14.5 All cases of reprimand, demotion and suspension shall be subject to appeal through the grievance procedure and to arbitration.

14.6 In the event that an employee is demoted or suspended under this section and such employee appeals such action and his/her appeal is sustained, he/she shall be reinstated to his/her former position and compensated at his/her regular rate of pay for any time lost during the period of such demotion or suspension.

14.7 An employee may be granted a demotion upon request when recommended by the appropriate supervisor and approved by the President of The University or his designee.

ARTICLE XV GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Council and the Association or between the Council and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement. There shall be a grievance procedure as follows:

15.1 STEP 1 - Immediate Supervisor

A grievance shall be presented by the aggrieved to his immediate supervisor within ten (10) working days after the employee knew or "should have known" of the act, event, and/or commencement of the condition which is the basis of the grievance. The supervisor shall attempt to settle the grievance within two (2) working days of its receipt.

15.2 STEP 2 - Presidential Level

If the grievance is not resolved in Step 1, it shall be submitted within three (3) working days of the immediate supervisor's decision to the President or his designee, who shall grant a hearing to the aggrieved within ten (10) working days of the receipt of the written grievance. A written decision shall be rendered within seven (7) working days of the conclusion of the hearing.

15.3 STEP 3 - Commissioner's Level

If the grievance is not resolved in Step 2, it shall be submitted within five (5) working days of the President's decision to the Commissioner of Postsecondary Education or his designee, as agent for the Council on Postsecondary Education, who shall grant a hearing to the aggrieved within ten (10) working days of the receipt of the grievance. A written decision shall be rendered within ten (10) working days of the conclusion of the hearing.

15.4 The time limits specified herein shall be regarded as maximums and every effort shall be made to expedite the processing of grievances provided, however, that the parties may by mutual agreement extend any time limitation specified herein.

15.5 A grievance shall automatically proceed to the next step of the grievance procedure if within the time limits specified herein a decision has not been rendered. It shall be the responsibility of the aggrieved to forward copies of grievance letters and responses thereto at each successive step of the grievance procedure.

15.6 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Council, on request, will produce payroll and other records, as necessary. Employee witnesses who are state employees and grievants will receive their regular rate of pay for time spent processing grievances. Such time spent shall be subject to approval of the appropriate chief administrator, which should not be unreasonably withheld.

15.7 Further, in a group grievance only one (1) of the grievants and the appropriate employee representative shall be in pay status as spokesman for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee within an employing unit and which involve like circumstances and facts for the grievance involved. The Association representative shall 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 process his grievance without Association representation. If such grievance is processed without Association representation, the facts of said grievance will be furnished to the Association.

15.8 It is also agreed that in all cases of dismissal or suspension the aggrieved may go immediately to Step 2 of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to Step 2.

15.9 Decisions rendered shall be forwarded to the Association and to the aggrieved employee.

15.10 For purposes of this Article, the following definitions shall apply:

- a. "within a working day" shall mean prior to the end of the normal closing time on the working day following receipt of the grievance and shall be exclusive of weekends, vacations, and holidays.
- b. "aggrieved" shall mean either the employee and/or the Association.

15.11 **Arbitration**

- a. If a grievance is not settled under Article XV, such grievance shall, at the request of the Association or the Council, be referred to the Labor Relations Connection in accordance with its rules then obtaining.
- b. The decision of the arbitrator shall be final and binding upon the parties except where the decision would require an enactment of legislation, in which case it shall be binding only if the legislation is enacted. The expense of such arbitration shall be borne equally by the parties.
- c. Only grievances arising out of the provisions of this contract relating to the application or interpretation or violation thereof may be submitted to arbitration.
- d. All submissions to arbitration must be made within fifteen (15) working days after the grievance procedure decision.

ARTICLE XVI
APPEAL PROCESS

16.1 The purpose of this appeal process is to remedy inequities in the placement of positions in pay grades of members of the bargaining unit.

16.2 During the term of this agreement any employee who claims that his/her job description has been changed, or that he/she has undertaken additional job responsibilities, or that his/her job situation is unique so as to constitute an inequity with respect to the member's present grade classification shall have the right to appeal for a grade change as follows:

- 16.3a. The employee shall request a review by the Assistant Vice President for Human Resource Administration who will meet with the individual and the Association within two (2) weeks following the request.
- b. The Assistant Vice President for Human Resources Administration will respond in writing to the employee and the Association stating his recommendation for approval or disapproval and the reasons for his actions within one (1) week following the meeting.
 - c. If agreement is reached with the employee and the Association, the recommendation will go directly to the Personnel Review Committee for a hearing in accordance with the provisions of paragraph 16.5.
- If an agreement cannot be reached with the employee, the appeal will be directed to the committee specified in paragraph 16.4.

- 16.4a. The employee shall request a review by a five (5) member committee comprised of two (2) members appointed by The University President and two (2) members appointed by the President of the Association.
- b. The fifth member will be appointed by the President of The University with the approval of the Association.
 - c. The committee will meet with the employee within two (2) weeks following receipt of the request.
 - d. The employee and/or the Association shall have the right to present evidence and testimony in support of his/her claim.
 - e. The majority decision of the committee shall be set forth in writing, with reasons, within one (1) week following the meeting.

16.5 **Personnel Review Committee**

- a. Written decisions of the above-mentioned committee will be forwarded to the Council on Postsecondary Education Personnel Review Committee (PRC), the employee, and the Association within one (1) week of the issuing of a decision.
- b. The Personnel Review Committee shall consider the appeal at the next scheduled meeting, but no later than six (6) months after submission.
- c. Decisions by the committee shall be reviewed by the Personnel Review Committee in an impartial and judicious manner.
- d. The Personnel Review Committee shall render its final decision within fifteen (15) days of the hearing. This decision shall be in writing.
- e. If the appeal is denied, specific reasons based upon the evidence presented, shall be set forth. Denials shall not be based upon monetary reasons. A simple majority vote is required for a decision.

16.6 The employee and the Association shall have the right to present evidence and testimony in support of his/her appeal before The University Appeals Committee and the Personnel Review Committee. The employee and the Association shall be notified one (1) week prior to each appeal hearing. Pay grade increases shall be made retroactive to the date of the first pay period following the filing of the initial appeal by the Association member. An employee granted a grade increase will not be placed at a pay level within the new grade which is lower in dollar amount than what he/she is presently receiving.

ARTICLE XVII SENIORITY

- 17.1 a. It is hereby agreed that the parties hereto recognize and accept the principles of seniority. Seniority shall be defined as the total length of service at The University of Rhode Island.
- b. In the event of a layoff or reduction in force, employees shall be laid off according to seniority. Employees with the least seniority will be laid off first in accordance with Article XVIII.3 (18.3). Recall will be in reverse order provided the greater seniority employee possesses the specific qualifications, ability and training necessary to perform the available work in accordance with position specifications.

17.2 Employees shall lose their seniority for the following reasons:

- a. resignation;
- b. termination not reversed through grievance procedure;
- c. retirement;
- d. when an employee fails to notify the appropriate supervisor, Director or Dean of his absence from work within three (3) consecutive working days unless extenuating circumstances prohibit said notice;
- e. when an employee fails to renew a leave of absence;
- f. failure to return within twenty-two (22) work days of receipt of certified mail (return receipt requested) after recall from layoff.

17.3 Seniority - Probationary Employees

New employees shall be considered as probationary employees for the first twelve (12) months of their continuous employment. There shall be no seniority among probationary employees.

17.4 Any member of the bargaining unit hired after July 1, 1979 and whose position is supported primarily by auxiliary funds or enterprise funds (student fee supported, activity fee or conference fee) who is to be laid off because such funds are no longer available or have been reduced, shall be eligible to displace only those individuals who occupy similarly funded positions over whom they have seniority and subject to the conditions of ARTICLE XVIII.3 (18.3). Recall of such laid off employees shall be in accordance with Article XVIII.

17.5 Any member whose bargaining unit position is supported primarily by research grant funds, federal funds, or other outside funds (except auxiliary funds or enterprise funds) shall not be eligible to bump/displace other employees in the event of layoff unless he/she has twenty (20) or more years of service at the University. Said employees shall also not be available to be bumped by other employees in the bargaining unit. Such employees, however, shall be eligible for recall under Article XVIII.

ARTICLE XVIII
LAYOFFS

18.1 Layoff as a result of financial curtailment, program curtailment, lack of work, or for any reason that may be beyond the control of the employer shall be accomplished in the following manner:

- a. In the event of layoff or reduction in force, employees shall be laid off according to seniority.
- b. Employees with the least seniority will be laid off first in accordance with Section 18.3 below.
- b.1 Among the part-time employees in the position classification of the affected layoff area, before full-time employees.
- b.2 Among full-time employees in the position classification of the affected layoff area with probationary employees being laid off before those employees who have served their probationary period. Such layoff shall be made in inverse order of appointment within each such group.

18.2 The President or his designee shall notify persons affected in writing stating the reasons for the layoff. Notice shall be sent to both member and union in writing. Where circumstances permit, notice of layoff will be provided:

- a. For those holding temporary or probationary appointment at least seven (7) calendar days when circumstances permit.
- b. For those holding non-probationary status at least thirty (30) calendar days when circumstances permit.

18.3 An employee who is to be laid off shall have the right to proceed in order through the following steps to identify a position which he/she may "bump"/displace:

- a. Displace the employee with the least seniority in the same position classification and in bargaining unit. If no such position is available;
- b. Displace the employee with the least seniority in the same pay grade within his/her university division, and in the bargaining unit, for whose position he/she is qualified. If no such position is available;
- c. Displace the employee with the least seniority in the same pay grade and within the bargaining unit (University-wide) for whose position he/she is qualified. If no such position is available;
- d. Displace the employee with the least seniority (within the bargaining unit) in a lower pay grade (in declining order), first within their division and secondly University-wide, for whose position he/she is qualified. If no such position is available;
- e. Displace a bargaining unit employee with less seniority in a lower grade position formerly held (the same position) if said position still exists and for which he/she maintained qualification.
- f. If an employee following the above process is only able to displace a person in a lower pay grade which involves a reduction in salary, such individual may decline utilization of his/her bumping rights and retain his/her recall rights.

18.3.1 Any employee exercising his/her seniority under these provisions must possess the necessary qualifications, ability, training or equivalent experience needed to perform the work of the position. Any question concerning qualifications of an individual to displace another employee will be finally adjudicated by a three member committee consisting of one member appointed by the Association President, one member appointed by the University President and one member appointed by the University President subject to the approval of the President of the Association.

- 18.4 Any employee who has been laid off shall be notified of the opportunity for re-employment in the same or a similar position for one (1) year from the date of layoff, and must accept such offer within thirty (30) days. Seniority shall continue in effect to any employee who is laid off.
- 18.5 Recall will be in reverse order of layoff provided the greater seniority employee possesses the specific qualifications, ability and training necessary to perform the available work in accordance with the official job description.
- 18.6 The University shall prepare a list of employees noting dates of appointment and forward it to the Association upon request.
- 18.7 The University will make every effort to the maximum extent possible to utilize existing funded vacancies within the bargaining unit and to place employees who would otherwise be laid off in those positions.
- 18.8 An employee who has been laid off shall be given preferential employment rights to any newly-created or vacant position within the bargaining unit provided he/she is qualified for the position.
- 18.9 Whenever a layoff is anticipated, the President of The University or the Assistant Vice President for Human Resource Administration shall meet and discuss with representatives of the Association any anticipated layoff.

ARTICLE XIX
FRINGE BENEFITS

19.1 Retirement

- a. All employees in the bargaining unit who have six (6) months of service at URI and who work twenty (20) hours per week or more are required to participate in the RIBOG defined contribution retirement plan after completion of two (2) years of employment and attainment of age thirty (30). Employees who are members of the Rhode Island Employees Retirement Systems (ERS) at the time of employment at the University may elect to remain in the Employees Retirement System.

19.2 Disability Insurance

- a. All employees in the bargaining unit who work twenty (20) hours or more per week, who have one (1) year of service at the University, are covered by disability insurance.
- b. Also covered are full-time employees with one (1) year of service at the University and who have less than seven (7) years of service in ERS.
- c. Employees with seven (7) years of membership in ERS are eligible for total disability benefits under that program and are not eligible under TIAA/CREF disability insurance.

19.3 Group Life Insurance

- a. It is agreed that all employees shall be eligible to participate in the State Employees Group Life Insurance Program as established by 32-12-6 of the General Laws of 1956, as amended.
- b. Each employee will be automatically covered unless such employee designates in writing that he desires not to be insured.

19.4 Tax Deferred Annuity Program

Full-time employees within this bargaining unit are permitted to request twice each calendar year that a portion of their salary be allocated for the purchase of annuities, subject to rules and regulations of the State of Rhode Island and Internal Revenue codes.

19.5 Health Benefits

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

Effective January 1, 2019, the State shall offer three plan designs called Anchor Plus Plan, Anchor Plan and Anchor Choice with HSA Plan. These plan design 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) **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 HSA been met.

**The in-network out-of-pocket maximum is 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 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 HSA been met.

**The in-network out-of-pocket maximum is 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.

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 prorate 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 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 HSA been met.

**The in-network out-of-pocket maximum is 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 – coinsurance after deductible;
- 3) Specialist office visit – 10%/30% after deductible (higher specialist copay 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 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: coinsurance after deductible;
- 10) Emergency room - 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.

Insurance

Eligible employees shall contribute toward the cost of the 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.

Premium sharing increases shall become effective 1/1/2019, and will be indexed by subsequent salary increases: July 1, 2019 and July 1, 2020:

Individual

Less than \$110,595	20%
\$110,595 and over	25%

Family

Less than \$55,297	15%
\$55,297 to less than \$110,595	20%
\$110,595 and above	25%

A) Anchor Plus Plan and Anchor Plan:

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

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

The drug co-pay by mail order shall be as follows:

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

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

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 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.

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

The drug co-pay by mail order shall be as follows:

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

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

The State will provide a vision/optical care program for employees.

A) Dental: The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 through December 31, 2008.

Effective January 1, 2019, 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 buy-up options. Said modified plan enhancements shall include:

- 1) Add sealants as preventative benefits for children under age 14, covered at 100%
- 2) Remove the \$400 inside maximum for periodontal services
- 3) Increase the lifetime maximum for orthodontic services from \$850 to \$1,500
- 4) 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 employee 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, the State will offer benefit enhancements, including buy-up options(s). Said modified plan enhancements shall include:

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

Flex Plan

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

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 medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in the medical insurance co-share payments up to a maximum of \$500 per year. Activities shall be available for completion between January 1st and December 31st of each calendar year (an "activity year"). The earned reductions in medical insurance co-share payments shall be awarded to active employees participating in the State's medical plan in the first half of the calendar year following each activity year.
2. The Rewards for Wellness program will integrate prevention and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, wellness coaching programs, preventative screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key point 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 preventative exams obtained during a calendar year ("exam year") shall be awarded to active employees participating in the State's medical plan for the second half of the calendar year following the exam year.

2. Employees 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-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 preventative exams obtained during a calendar year ("exam year") shall be awarded to active employees participating in the State's medical plan for 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 that 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.

If two (2) State employed spouses hired into state service on or after July 1, 2015 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher earner of the two (2) spouses as determined by the total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

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

Effective July 1, 2008, there will be a ten percent (10%) cap on annual premium escalation.

In the event of mid-contract changes in plan design, the parties agree to reopen the contract to negotiate the impact of those changes.

Retiree Health Insurance - Elimination of Pre-65 retiree health insurance benefit, provided, however, that employees retiring after 7/1/08 shall be entitled to purchase health coverage at the actual retiree premium rate

for themselves and their spouse, Post-65 Medicare supplemental coverage only. Changes in retiree health insurance coverage to be effective 7/1/08.

The employee contribution towards retiree health coverage shall be as follows:

1/1/08 – .5% of base salary
 7/1/08 - .75% of base salary
 7/1/09 - .9% of base salary

Specific terms:

Eligible employees retiring on or after June 21, 1998 and before June 30, 2008, from active service with the BOG shall receive the same retiree health care insurance benefit that is currently offered to retiring ERS employees. The cost sharing will be as follows:

Pre 65 Medical Coverage

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

Post 65 Medicare Supplemental Coverage

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

For employees retiring after June 30, 2008, who are not yet 65 years of age, those with at least 10 years of service who are at least 60 years of age, or those with 28 years of service at any age, may purchase health insurance coverage at the actual retiree premium rate for themselves and their spouse. The Post 65 Medicare supplemental coverage shall continue to be offered in accordance with the table above.

In addition, emergency room co-pays will increase from \$25.00 to \$30.00 and urgent care co-pays will increase from \$10.00 to \$15.00 on July 1, 2006.

The URIPSA will receive Domestic Partner Benefits if the legislature permits it and the renegotiated Health Insurance Master State Contract includes it.

19.6 Tuition Waiver

Tuition waiver is applicable only to full-time non-classified employees of the Council on Postsecondary Education. Waiver of fees shall be limited strictly to tuition. The individual must pay for all other fees, books, supplies, travel, and other expenses.

Tuition waiver only applies to institutions under the jurisdiction of the Council on Postsecondary Education. This waiver applies to the employee's spouse or domestic partner, as defined in RIGL §36-12-1, and dependent children, as defined below, who are pursuing courses in a regular study program for credit at the first baccalaureate level only, and who are in a program of study at one of the three institutions under the Council on Postsecondary Education's jurisdiction. In the event of an employee's death, the tuition waiver benefit shall be provided for those spouses or domestic partners, as defined in RIGL §36-12-1, and dependent children, as defined below, who have been accepted or are enrolled at the time of such death and who maintain continuous enrollment. For purposes of this policy, "dependent children" is intended to refer to a child, as defined in Internal Revenue Code §§ 117(d), 132(h), and 152(f)(1), of the eligible employee, for whom the

eligible employee is entitled to claim and does claim a dependency deduction on their federal personal income tax return under Internal Revenue Code Section 152, including Section 152(e), or both of whose parents are deceased and who has not attained age 25.

An employee must provide evidence of marriage, domestic partnership, or dependency in order to receive a tuition waiver hereunder.

However, pursuant to RIGL §16-97.7 no eligible employee of the Council on Postsecondary Education, his or her spouse, domestic partner or dependent children, shall receive a tuition waiver as a result of employment status with the Council on Postsecondary Education, without first consenting to the public disclosure of the existence and amount of the waiver. This applies to any waiver at the Community College of Rhode Island, Rhode Island College, and/or the University of Rhode Island.

To be eligible to receive a tuition waiver for any semester or session at an institution under the Council's jurisdiction, an employee of the Council on Postsecondary Education must be a full time employee on the date of the first day of classes for that semester or session.

If an employee is an otherwise "eligible employee" but is on leave without pay, neither the employee nor his or her spouse or domestic partner, as defined in R1GL §36-12-1, or dependent children are eligible for tuition waiver unless specifically approved by the institution.

Tuition waivers are not applicable to non-credit courses.

19.7 Travel

Reimbursement for travel expenses shall be made in accordance with travel regulations of the State of Rhode Island after approval has been granted by the appropriate Vice President or designee.

ARTICLE XX LEAVES

20.1 Sick Leave

- a. Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease and may include absence due to illness or death in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.
- b. If after a staff member has used all accrued sick leave and he/she is still unable to resume the essential functions of the position, he/she shall apply for disability insurance (ERS or TIAA) as applicable or apply for a leave without pay or resign his/her position.
- c. Disability Accommodations - The administration and the union shall adhere to Federal and State laws and regulations as they apply to treatment and accommodations of persons with disabilities.

20.2 Employees shall accrue four (4) hours for each bi-weekly period of service. When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five (35) hour work week, or a non-standard work week, no further credit shall accrue until the total shall have been reduced to less than the maximum. When the service of an employee shall be terminated by retirement (mandatory, voluntary or involuntary) or death, such employee or his estate shall be entitled to receive full pay for each hour of accrued sick leave to his credit as of the date of termination according to the following formula:

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

20.3 The administration may require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than five (5) working days.

20.4 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Workers' Compensation Laws, he shall be granted a sick leave in accordance with the rules applicable thereto, in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

20.5 In the event a member of the bargaining unit is recalled from layoff within one year of the effective date of layoff, his/her sick leave balance as of the date of said layoff shall be reinstated.

20.6 Parental Leave

- a. PSA members with one or more years of services shall be granted six (6) weeks of paid parental leave at the birth of a child or the placement of an adopted child under the age of twelve (12) years. PSA members should provide at least one month's notice prior to the start of the leave, whenever possible.
- b. When additional time is needed beyond the six (6) weeks because of medical reasons, that time may be charged to sick leave, with proper medical documentation.
- c. An employee may also apply for an unpaid leave of absence for up to six (6) months following the birth or placement of a child. Such leave of absence may be renewed with the approval of the Assistant Vice President for Human Resources.
- d. At the expiration of such leave, the employee shall be returned to the position from which she/he is on leave at the same pay level of the then current range for that class of position.
- e. For positions which are supported by federal or other non-state funds, when said leave expires, the employee shall be returned to the position from which she/he is on leave or any other similar position at the same step of the then current range for that class of position(s) for which she/he is qualified if said position exists.

20.7 Special Sick Leave

- a. Any employee whose employment requires exposure to unusual employment hazards shall be granted special sick leave credits not to exceed 105 hours in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the administration to the Assistant Vice President for Human Resource Administration that it has been determined by blood tests or other approved method and supported by a statement from a qualified physician that the health of the employee required such a sick leave to permit recuperation from exposure to such occupational hazards.
- b. Employees working a thirty-five (35) hour work week will be permitted to borrow seventy (70) hours of sick leave against future accumulation in the next fiscal year. Employees working a forty (40) hour week will be permitted to borrow eighty (80) hours of sick leave against future accumulation in the next fiscal year. Denial of this right must be substantiated by credible evidence or prior abuse of sick leave by the employee making said request.
- c. The Administration and the Union shall establish a Sick Leave Bank Committee, consisting of two members appointed by the PSA 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 catastrophic illness or injury that is not work-related, and must have borrowed two weeks of sick leave in accordance with Article 20.7.b of the collective bargaining agreement. 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.

20.8 Bereavement Leave

Each employee shall be granted leave with full pay for four (4) days for a death in the immediate family. The definition of "immediate family" for the purpose of this article 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. The immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-child, grandmother, grandfather, grandchildren, and any person living in the employee's household. Days needed beyond four (4) days may be taken from sick leave.

20.9 Special Time Off

- a. Whenever it appears desirable, in the best interest of the Council and its employees, to allow collective absence from duty, the executive officer may excuse employees at a stated time, providing that enough employees remain on duty to maintain contact with the public and carry on crucial work.
- b. Employees who are required to work when other employees are so excused shall be paid their regular rate of pay and in addition shall be granted, at the discretion of the President, either compensatory time off or cash payment for this service at the rate of one-and-one-half (1 ½) times for each hour worked.

20.10 Military Training Leave

- a. Employees covered by this Agreement who, by reason of membership in the United States Military, Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one (1) calendar year.
- b. Should the employee be required to participate in such training activities for a period of greater than fifteen (15) working days, he shall be granted leave without pay for this period.
- c. During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.
- d. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed services.

20.11 Military Duty

An employee who has left or shall leave their position by reason of entering the armed forces of the United States whether through membership in the Reserve of the United States Military or Naval Forces or the Rhode Island National Guard, or by reason of enlistment, induction, commission, or otherwise), and who has been employed for one hundred eighty (180) calendar days or more within the twelve (12) months next proceeding such entrance into the armed forces, is entitled to a military leave of absence from said position commencing with the time of leaving said position and continuing through the duration of said absence required by the continuation of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from choice by the employee shall automatically serve to cancel said leave.

For the first sixty (60) days of the leave the employee shall receive the difference between his/her total salary and military pay. In no case shall the combined salary exceed the employee's regular total salary. At the conclusion of the leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereinafter be enacted affecting such right of return or defining the conditions under which such returns may be made.

20.12 **Jury Duty**

Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall upon request be granted a leave of absence from his or her regular duties during the actual period of such jury duty, in which circumstance, he or she shall receive for such period of jury duty his or her regular pay or his or her jury duty pay, whichever is the greater.

20.13 **Leave Without Pay**

- a. Upon written application, a staff member may be granted a leave without pay normally not to exceed six (6) months for reasons of personal illness, disability or other purpose deemed proper and approved by the President or his/her designee. Staff members on leave without pay due to personal illness, disability, parental leave or family leave are eligible for one (1) year of State paid health benefits. When applicable the employer must pay the employee's share of an optional plan if one is then currently in effect. If, in unusual circumstances a leave is extended for more than one (1) year, the employee must transfer to a direct payment plan, at the group rate, for his or her health care, if the employee wishes to maintain coverage.
- b. **Family Leave** is for a family member defined as a parent, spouse, child, mother-in-law, father-in-law or other immediate family member. For the purpose of this article, other immediate family members shall include domestic partners of the same or opposite sex who have lived in the same household for at least six months and have made a commitment to continue to live as a family. Family leave is granted for reasons of serious illness of a family member. Serious illness is defined as disabling, physical or mental illness, injury, impairment or a condition that involves in-patient care in a hospital, nursing home, hospice or out-patient care requiring continuing treatment or supervision by a health care provider. The staff member shall provide the University with written certification from the physician caring for the person who is the reason for the employee's leave and such certification shall state the probable duration of the employee's requested leave.
- c. At the expiration of such leaves, the employee shall be returned to the position from which he is on leave at the same step of the then current range for that class of position.
- d. For positions which are supported by federal or other non-state funds, when said leave expires, the employee shall be returned to the position from which he is on leave or any other similar position at the same step of the then current range for that class of position(s) for which he is qualified if said position exists.
- e. Seniority shall be retained during all leaves without pay. Seniority shall be retained and accrued during all paid leaves of absence.

20.14 **Leave for Professional Development**

Members who have served at least two (2) years full-time may be granted short-term leaves of absence to pursue professional development at workshops, seminars, and conventions. This leave shall be granted at regular pay and the recipient upon the termination of the leave shall return to his/her duties at the University. Application for such leaves shall be made six (6) weeks prior to the date for which the leave is requested. In certain circumstances, shorter notice for such leave may be considered.

20.15 **Leave for Graduate Study**

- a. An employee who has served for at least three (3) years may, upon written approval of the President, be granted a leave of absence for the purpose of pursuing graduate study for a period of either a year or a half year. An employee applying for such leave may apply for leave without pay, leave at half pay, or leave at full pay for either period of time. In either case, there is the understanding that the employee will return to his duties upon the termination of the leave for a period equivalent to one (1) year for each half year of leave, unless by mutual agreement between the employee and the President, it is deemed inadvisable.

- b. The employee applying for such leave shall present to the President the plan for study he expects to pursue while on leave which must be approved by the President before the request for leave is granted. At the close of the period of leave, he shall file an appropriate report with the President.
- c. If an employee resigns and does not return after leave, money received must be returned to The University.
- d. An employee who is on leave for graduate study and who is receiving a salary from the Council shall be permitted to accept financial aid in the form of a fellowship or scholarship which does not require the performance of teaching or other duties that would prevent him from pursuing a full program of graduate study.

20.16

Sabbatical Leave

- a. Employees in the bargaining unit shall be eligible for sabbatical leave which they may take with the approval of the President for the purpose of advanced study, independent research or pursuance of a higher academic degree at the completion of six (6) years of employment. As soon as decisions are made regarding sabbatical leaves, the Administration shall furnish the Association with a list of those receiving sabbatical leave, and those denied sabbatical leave. For those for whom replacement positions have been provided, notice to the Association will be given as soon as the decision has been made.
- b. An employee on sabbatical leave shall receive for a period of one (1) year, half pay, or for a period of six (6) months, full pay, with the understanding that he return to his/her duties for at least one (1) year upon termination of the leave, unless by mutual agreement between the employee and the President, it is deemed inadvisable.
- c. Upon his/her return from sabbatical leave an employee's salary shall be the same as he would have received had the period of his/her leave been spent in the service of the Council and he/she shall be returned to the same level which he/she held at the time said leave commenced if it exists, or if not, a substantially equivalent level. A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.

20.17

Annual Vacation

- a. The annual vacation for a full-time employee hired prior to July 1, 1985, shall total twenty-two (22) working days. Vacation for full-time employees hired after July 1, 1985 shall total fifteen (15) working days per year during each of the first three (3) years of employment and twenty-two (22) working days thereafter. Working days shall refer to five (5) days per week, Monday through Friday, exclusive of scheduled holidays.
- b. For the purpose of computing the number of vacation days to which an employee is entitled, previous employment in the non-classified service of the Council on Postsecondary Education shall be credited to any new employees.
- c. For those hired after July 1, 1985 vacation time shall be allowed to accumulate to a maximum of thirty (30) working days during their first three years. For those hired prior to July 1, 1985 vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. Those who are entitled by law to twenty-seven (27) vacation days shall be allowed to accumulate to a maximum of fifty-four (54) working days. Time and number of days of vacation to be taken are to be mutually agreed to in advance by the employee, the employee's immediate supervisor and the appropriate Vice President. In the event that the employee is denied reasonable opportunity to take vacation in the total amount accumulated each year, then upon proof of denial of such reasonable opportunity, said employee shall be able to accumulate a maximum beyond the thirty (30) or forty-four (44) working days set out in the first sentence of this paragraph.
- d. All employees shall be guaranteed at least ten (10) consecutive vacation days per year. No vacation may be taken until an employee shall have served in the employ of the Council on Postsecondary Education for six (6) months; however, this time shall be included when crediting vacation time.
- e. When the service of any employee shall be terminated by resignation, death, dismissal or otherwise, and such employee shall not have used maximum vacation accrual, such employee or his/her estate shall be entitled to receive full pay for each day of vacation.

20.18 Holidays

- a. The following, as approved by the Rhode Island General Assembly and as long as these days, or others that may be added or deleted by the General Assembly, continue to be designated as state employee work holidays by the General Assembly shall constitute the official holidays:

Christmas Day
New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Any day on which a general election of State officials is held, as Election Day

- b. Each employee shall be entitled to time off at his/her regular rate of pay for the holidays specified above when such holidays fall on his/her regularly scheduled work days, and shall be credited with the number of hours in his/her official work schedule for that day.
- c. When any holiday shall fall on the scheduled day off, the employee shall not be charged annual leave for his/her absence on that date. The employee shall be entitled to take one (1) day off for each holiday by the end of the next pay period.
- d. If a holiday falls on a regularly-scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his/her absence on that date.

20.19 Personal Business Leave

- a. Each full-time calendar year staff member shall be entitled to up to four (4) days leave of absence with pay each year for emergencies or to attend to personal matters and/or religious observance which cannot be reasonably attended to outside of the normal work day. Staff members shall not be required to give a reason as a condition of utilizing this personal leave, but prior approval must be obtained from the immediate supervisor to assure that the absence does not interfere with the proper conduct of the office. Personal leave credits cannot be carried over from calendar year to calendar year.
- b. The following schedule shall apply for all new employees in their first year of employment for the distribution of personal leave: Employees appointed between January 1 and April 30 shall be entitled to four (4) personal leave days as provided in this article. Employees appointed between May 1 and August 31 shall be entitled to three (3) personal leave days as provided in this article. Employees appointed after September 1 shall be entitled to two (2) personal leave days as provided in this article.

ARTICLE XXI
NO STRIKES OR LOCKOUTS

21.1 The Association and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Council lockout its employees during the term of this Agreement.

21.2 It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this Agreement.

ARTICLE XXII
ALTERATION OF AGREEMENT

22.1 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing and signed by the parties.

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

**ARTICLE XXIII
SAVINGS CLAUSE**

23.1 In the event that this Agreement or any part of it shall at any time be held to be contrary to law, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, the parties shall meet to renegotiate the items in question within two (2) weeks after such a ruling has been made.

**ARTICLE XXIV
TERMINATION OF AGREEMENT**

- 24.1 a. This Agreement shall be effective as of the 1st day of July 2018, and shall remain in full force and effect until the 30th day of June, 2021
- b. It shall be automatically renewed from year to year thereafter commencing the 1st day of July, 2021 unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement.
- c. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.
- d. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hand this _____ day of _____, 2019.

**FOR THE COUNCIL ON
POSTSECONDARY EDUCATION**

**FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION**

Chair, Council on Postsecondary
Education

President, URI/PSA/NEARI/NEA

Kenneth B...

President, University of Rhode Island

Chairperson, URI/PSA/NEARI/NEA
Negotiations Committee

Director, Labor Relations

Executive Director, NEARI/NEA

Date: _____

APPENDIX A
SALARY INCREASES

- A. For the contract year July 1, 2018 to June 30, 2019, the salary increase for employees in the bargaining unit shall be as follows:
 - 1. A 2.5% across the board range adjustment on January 1, 2019.
- B. For the contract year July 1, 2019 to June 30, 2020, the salary increase for employees in the bargaining unit shall be as follows:
 - 1. A 2.5% across the board range adjustment on July 1, 2019.
- C. For the contract year July 1, 2020 to June 30, 2021, the salary increase for the employees in the bargaining unit shall be as follows:
 - 1. A 2.5% across the board range adjustment on July 1, 2020.

I. MEMORANDUM OF AGREEMENT
Between
UNIVERSITY OF RHODE ISLAND/PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEARI/NEA)
COUNCIL ON POSTSEDCONDARY EDUCATION/UNIVERSITY OF RHODE ISLAND
RE: Academic Year Positions

This Memorandum of Agreement is entered into by and between the PSA/NEA URI and the Council on Postsecondary Education/University of Rhode Island on this 1st day of July, 2018, and applies during the term of the 2018-2021 contract.

The parties hereby agree:

1. Academic year positions shall normally consist of at least twenty (20) pay periods but less than twenty-six (26) pay periods per year. The posting of such position shall include a statement of the position's status as well as the dates of the employment period.
2. These pay periods shall be consecutive. When the employee is not working, for example during the summer months, the employee shall be placed on furlough.
3. The furloughed employees will retain the sick leave, personal leave and annual leave balances he/she had at the commencement of the furlough consistent with other provisions of the Agreement.
4. Furloughed employees shall not earn any leave accruals during the furlough period.
5. When the furlough period has ended, the employee shall resume the position held prior to furlough.
6. The salary consideration date shall remain the same as it was when the employee was furloughed, i.e., an employee shall receive wage increases as if there were no break in service, except for probationary employment.
7. If the employee was serving a probationary period at the time he/she was furloughed, the probation will resume where it left off at the time the furlough commenced.
8. Seniority shall continue to accrue through the furlough period as if there were no break in service.
9. Health benefit coverage as provided in the Contract shall remain in effect during the furlough. An employee shall pay his/her portion of health benefit and life insurance costs in order to have coverage through the furlough period.
10. When The University changes the work year of an employee, it shall notify said employee and the union thirty (30) days prior to effecting such change. The University shall also notify the URI/PSA president when it changes the work year of a vacant bargaining unit position or when it establishes an academic year position.
11. The University shall not convert from calendar year to academic year basis the positions currently occupied by bargaining unit employees hired prior to July 1, 1985 while he/she remains in said position without the agreement of said employee. However, such agreement shall not be required of employees hired on or after July 1, 1985, who are eligible to assert bumping rights under Section XVIII.3 in the event their position is converted.
12. An academic year position which is full time shall be considered full time for the purposes of tuition waiver, and the break in service (furlough) shall be considered as time worked for purposes of eligibility for tuition waiver, consistent with other provisions of the Agreement.
13. Furlough shall be defined as the break in service between periods of employment.
14. An employee in an academic year position may assert the seniority rights of Article XVII only over the employees in academic year positions.

15. All University PSA/NEA employees shall be granted up to eleven (11) vacation days per academic year. The vacation days are to be given in full at the start of academic year. Up to eleven (11) days of unused vacation can be carried forward from the previous academic year. Academic year employees who have served a total of twenty (20) years with the State of Rhode Island, if entitled by RIGL Section 36-6-18, shall receive an additional four (4) days of vacation per year for a total of fifteen (15) vacation days per year. The maximum number of vacation days allowed at the start of the academic year for members described above will be increased from twenty-two (22) to twenty-six (26). Once the academic year begins no additional vacation time will be issued. New academic year employees, hired after the beginning of the academic year, will be given a prorated number of hours for every full pay period remaining in the current academic year during the first year of employment. The use of this time shall be by mutual agreement between the staff member, the immediate supervisor and the appropriate Vice-President; use of such time shall not be unreasonably withheld. These vacation days shall be taken during the class recess time, i.e., on the Friday after Thanksgiving, during the Christmas recess and the Spring recess.
16. Personal days will be prorated for academic year employees.

**FOR THE COUNCIL ON
POSTSECONDARY EDUCATION**

**FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION**

Chair, Council on Postsecondary
Education

President, URI/PSA/NEARI/NEA

Commissioner, Council on
Postsecondary Education

Chairperson, URI/PSA/NEARI/NEA
Negotiations Committee

Director, Labor Relations

Date: _____

II. MEMORANDUM OF AGREEMENT
Between
UNIVERSITY OF RHODE ISLAND/PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEARI/NEA)
And
COUNCIL ON POSTSECONDARY EDUCATION/UNIVERSITY OF RHODE ISLAND
RE: 2018-2021




1. During the term of this contract when an employee in the Bargaining Unit is appointed to serve on an acting basis in a non-union position, union membership dues will continue to be deducted from said employee's pay unless the Bargaining Unit position from which said employee is on leave is filled. Any employee appointed to serve on an acting basis in a non-union position after January 1, 2001 shall not be required to pay union membership dues for the term of the non-union appointment.
2. While in an acting non-union position outside of the Bargaining Unit, said employee shall serve subject to the terms and conditions of that position, and shall be considered on leave from his/her Bargaining Unit position.
3. This Agreement applies to employees placed in acting positions after the ratification of this contract, and shall not be used by either party in any way as a precedent or admission or to prejudice either party.

**FOR THE COUNCIL ON
POSTSECONDARY EDUCATION**

**FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION**

Chair, Council on Postsecondary
Education

President, URI/PSA/NEARI/NEA

Commissioner, Council on
Postsecondary Education

Chairperson, URI/PSA/NEARI/NEA
Negotiations Committee

Director, Labor Relations

Date: _____

III. MEMORANDUM OF AGREEMENT
Between
UNIVERSITY OF RHODE ISLAND/PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEARI/NEA)
And
COUNCIL ON POSTSECONDARY EDUCATION/UNIVERSITY OF RHODE ISLAND
CONCERNING
"Soft Money" Members of the PSA/NEARI/NEA Bargaining Unit

The parties hereby agree to this memorandum which shall apply exclusively to PSA employees supported in whole on federal or other grants,,contracts, cooperative agreements, private funds, or indirect cost returns.

1. Recognizing the desire to reward and because of the characteristics of this category of employee, the parties agree that a supervisor, who is the principal Investigator on a grant, may initiate and recommend that an in-grade adjustment of 3-5% be granted to an employee for such high quality performance where funding within the grant would permit. This recommendation shall be forwarded to the Dean and then to the Provost and Vice President for Academic Affairs for their approval or disapproval. The decision of the Provost and Vice President for Academic Affairs shall be final and not grievable.

The source of payment for such pay adjustments and for all costs associated therewith shall be from the relevant federal or grant funds only. In no event shall state funds be used to support such increases or costs. In the event that an employee who has received such an increase becomes supported in whole or in part by state funds, such as through a change of position or a change in source of funding, such step increases shall become inoperative as a part of the employee's salary.¹ An employee may receive such increase only once during each contract year.

2. When the source of funding for an employee's salary is shifted from one grant to another, all properly accrued vacation time will automatically be carried over.
3. **A Committee to Study "Soft Money" Employees Issue:**
 - a. There shall be an Adhoc Committee, whose membership shall consist of three (3) members appointed by the URI/PSA President and three (3) members appointed by the Administration.
 - b. The purpose of said Committee shall be to study the entire area of "soft money" employees, including, but not limited to: compensation, seniority and recall, and other conditions of professional employment.

This Agreement shall terminate on June 30, 2021 unless it is extended by express agreement of the parties. This Agreement shall not constitute or be used as a precedent.

**FOR THE COUNCIL ON
POSTSECONDARY EDUCATION**

**FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION**

Chair, Council on Postsecondary
Education



President, URI/PSA/NEARI/NEA

Commissioner, Council on



Chairperson, URI/PSA/NEARI/NEA

¹ The employee's salary shall be reduced to the level it would be if such step increases had not been given.

Postsecondary Education

Negotiations Committee

Director, Labor Relations

Date: _____

IV. MEMORANDUM OF AGREEMENT
Between
UNIVERSITY OF RHODE ISLAND/PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEARI/NEA)
and
THE UNIVERSITY OF RHODE ISLAND

The parties agree that, notwithstanding Articles IX, XV, or XVIII, conditions sometimes exist when an individual who is not currently employed within the bargaining unit is hired by The University.

1. To temporarily replace an employee within the bargaining unit who is on leave without pay, maternity leave, military leave, or medical leave, or who has been temporarily promoted; or
2. To assume a short-term (six months or less) position of a temporary nature within the bargaining unit which is posted/advertised as such, and is not to be extended.

When such conditions exist, the hired individuals shall not receive layoff notices at the end of the stated time nor shall they receive recall rights. Employees who assume a position as described in #1 above, whose duration of employment is one year or more, shall not receive a layoff notice but shall receive recall rights. If an employee working under the condition described in #2 above is extended beyond the initial appointment in any position for a total of more than six months, said employee becomes subject to all provisions of the contract.

Employees appointed to a position for less than six months shall not be eligible to receive health benefits. Regardless of length of appointment, these employees shall pay dues or the agency fee in accordance with Article IV.

**FOR THE COUNCIL ON
POSTSECONDARY EDUCATION**

**FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION**

Chair, Council on Postsecondary
Education



President, URI/PSA/NEARI/NEA

Kenneth Burke

Commissioner, Council on
Postsecondary Education



Chairperson, URI/PSA/NEARI/NEA
Negotiations Committee

Director, Labor Relations

Executive Director, NEARI/NEA

Date: _____

V. MEMORANDUM OF AGREEMENT
Between
THE UNIVERSITY OF RHODE ISLAND PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEAR/NEA)
And
COUNCIL ON POSTSECONDARY EDUCATION/UNIVERSITY OF RHODE ISLAND

The following will apply to recall procedures for all individuals subject to recall within the provisions of the collective bargaining contract. It specifically clarifies provisions of Article XVIII.

1. Management agrees that, consistent with the contract, Management will notify and discuss all anticipated layoffs with the Union. A representative of the Personnel Office and a representative of the Union will meet with the laid-off employee (if he/she desires a meeting) and advise him/her of their contractual rights after the need to lay off has been determined. Copies of all layoff notices will be sent to the Union.
2. The Union agrees to maintain a recall list, that is, a list of all individuals who have been laid off and who desire to be placed on recall. Those individuals who desire to be placed on the recall list, shall submit their name to the Union office. The Union shall periodically update this list and give a copy of same to The University Personnel Office.
3. Individuals who are on the recall list, are responsible for maintaining a correct current address with the Union.
4. The Office of Human Resource Administration will forward to the Union The University Affirmative Action Vacancy Declaration for all bargaining unit positions which are posted.
5. The PSA/NEA agrees to send to all persons on their list, the job descriptions as outlined in the Affirmative Action Vacancy Declaration.
6. Individuals who elect to apply for a position sent to them by the PSA/NEA which is the same or similar position previously held, or a position for which they are qualified in accordance with Article XVIII.5 will do so within the time limits noted on the posting. Their application will contain the statement at the top "that they are exercising recall rights in accordance with the PSA/NEA contract". The individual will forward this to the Office of Human Resource Administration with a copy to PSA/NEA.
7. The Office of Human Resource Administration shall submit to the screening committee/interviewer copies of those applications coming from individuals on the recall list. The screening committee/interviewer must declare whether the individual meets the specific qualifications and has the ability and training necessary to perform the available work in accordance with position specifications or not. If the individual meets the specific qualifications and has the ability and training necessary to perform the available work in accordance with position specifications, that individual will be hired in accordance with the contract. If more than one individual from the recall list has applied, the most senior employee who is so qualified shall be offered the position. If the individual is deemed not to be qualified by the screening committee/interviewer, the committee/interviewer shall put in writing the reasons, and it shall be signed by the appropriate administrative representative and returned to the Office of Human Resource Administration, the individual, and the Union.
8. If all individuals from the recall list were deemed by the screening committee as not having the specific qualifications, ability, and training necessary to perform the available work in accordance with position specifications and the appropriate administrative representative signs in agreement, the remaining applications will be released for review. If the Union or the individual employee wishes to challenge the issue of qualifications, they may do so utilizing Article XVIII.3.1 of the existing PSA/NEA Contract by notifying the Office of Human Resource Administration within ten calendar days of such decision. If the committee agrees by majority vote with the decision of the screening official/Dean, said decision shall be final and not subject to grievance or arbitration. If the committee by majority vote does not agree with the decision of the screening official/Dean, said decision shall be overturned and the position shall be offered to the individual deemed qualified. The decision of the committee is final and not subject to grievance or arbitration.
9. Staff members on the recall list who accept a temporary appointment(s) shall not be removed from

said recall list during said temporary appointment(s).

- 10. Temporary employees hired to replace a member of the bargaining unit on leave shall not be subject to the layoff or recall provisions of the contract.
- 11. If two people of equal seniority are deemed qualified and apply for the same position, the person who is judged to be the more qualified by the Dean shall be hired; said decision shall not be grievable or arbitrable.

**FOR THE COUNCIL ON
POSTSECONDARY EDUCATION**

**FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION**

Chair, Council on Postsecondary
Education



President, URI/PSA/NEARI/NEA

Commissioner, Council on
Postsecondary Education



Chairperson, URI/PSA/NEARI/NEA
Negotiations Committee

Director, Labor Relations

Date: _____

VI. MEMORANDUM OF AGREEMENT
Between
UNIVERSITY OF RHODE ISLAND PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEARI/NEA)
And
COUNCIL ON POSTSECONDARY EDUCATION/UNIVERSITY OF RHODE ISLAND
REGARDING ARTICLE IX

For mutual considerations hereby acknowledged, the parties hereby agree to the following interpretation of Article IX Posting of New and Vacant Positions with regard to acting, interim, or temporary positions/appointments:

Article IX does not apply to appointments made under Article XI, Compensation for Service in a Higher Classification. Article IX does not apply to acting, interim or temporary positions/appointments not included within the URI/PSA bargaining unit. Article IX does not apply to the appointment of replacements for individuals on sabbatical, sick, maternity, vacation or any other kind of leave.

If The University does not appoint a member of the bargaining unit to an acting position/appointment within the bargaining unit prior to seeking external applicants, the University shall post the acting, interim or temporary position/appointment in accordance with Article IX of the Collective Bargaining Agreement between the Council on Postsecondary Education and the URI/PSA/NEARI except in an emergency situation.

This interpretation of Article IX shall be effective as of May 1, 1992. All appointments made prior to May 1, 1992 shall not be subject to challenge. The pending grievance by the URI/PSA alleging a violation of Article IX is hereby withdrawn without prejudice and settled.

FOR THE COUNCIL ON
POSTSECONDARY EDUCATION

FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION

Chair, Council on Postsecondary
Education



President, URI/PSA/NEARI/NEA
Kenneth Butler

Commissioner, Council on
Postsecondary Education



Chairperson, URI/PSA/NEARI/NEA
Negotiations Committee

Director, Labor Relations

Date: _____

VII. MEMORANDUM OF AGREEMENT
Between
UNIVERSITY OF RHODE ISLAND PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEARI/NEA)
And
COUNCIL ON POSTSECONDARY EDUCATION/UNIVERSITY OF RHODE ISLAND
REDUCED WORK WEEK

Full-time employees whose hours of work are involuntarily reduced to no less than twenty (20) hours per week, and who accept and don't grieve said reduction, will continue to be eligible for tuition waiver such as is available to full-time bargaining unit members.

This letter shall expire on June 30, 2021.

FOR THE COUNCIL ON
POSTSECONDARY EDUCATION

FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION

Chair, Council on Postsecondary
Education

President, URI/PSA/NEARI/NEA

Kameth Burke

Commissioner, Council on
Postsecondary Education

Chairperson, URI/PSA/NEARI/NEA
Negotiations Committee

Director, Labor Relations

Date: _____

VIII. MEMORANDUM OF AGREEMENT
Between
UNIVERSITY OF RHODE ISLAND/PROFESSIONAL STAFF ASSOCIATION
(URI/PSA/NEARI/NEA)
And
COUNCIL ON POSTSECONDARY EDUCATION/UNIVERSITY OF RHODE ISLAND
RE: 2018-2021 CONTRACT

The parties agree that there may be situations in which members of the bargaining unit have been assigned permanent responsibilities for an increased workload beyond their current job descriptions, which do not warrant pay grade increases. In such circumstances supervisors may recommend, with prior written approval by the appropriate Vice President/Provost, to Human Resources a 3% - 5% in-grade increase for such employee, not to exceed the maximum of the pay grade. The decision regarding the granting of such an increase shall rest with the President, or his/her designee, and shall not be grievable. All such recommendations must be forwarded to Human Resources.

FOR THE COUNCIL ON
POSTSECONDARY EDUCATION

FOR THE UNIVERSITY OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION

Chair, Council on Postsecondary
Education



President, URI/PSA/NEARI/NEA

Commissioner, Council on
Postsecondary Education



Chairperson, URI/PSA/NEARI/NEA
Negotiations Committee

Director, Labor Relations

Date: _____

PSA PAY SCHEDULE

Calendar Year

26 PAY Periods

12/23/18

Adjustment > Pay Grade Minimum Midpoint Maximum
 2.50% 2.50% 2.50%

1	26943	32903	38863
2	28214	34284	40353
3	30227	36836	43444
4	32305	39520	46734
5	34765	42529	50293
6	37140	45688	54235
7	39894	49555	59216
8	42777	52943	63108
9	46041	59137	68989
10	49285	61860	74435
11	53037	66512	79986
12	56895	71698	86500
13	61198	77090	92982
14	65672	83078	100483
15	70716	89415	108113
16	75953	96522	117091
17	81568	104066	126564
18	87568	112006	136444

