

MEMORANDUM OF TENTATIVE AGREEMENT

237 This Memorandum of Tentative Agreement (hereinafter "Agreement") is entered into this day of December, 2021, by and between the State of Rhode Island ("State") and the Coalition of Labor Organizations representing the various collective bargaining agents of State employees which are identified as the signatories to this Agreement (the "Coalition").

WHEREAS, the State and Coalition have engaged in collective bargaining negotiations for collective bargaining agreements commencing July 1, 2020; and

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

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

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

1. The State and all Coalition labor organizations shall enter into two (2) successive collective bargaining agreements, the first commencing July 1, 2020, and expiring June 30, 2021, and the second commencing July 1, 2021, and expiring June 30, 2024.

2. The collective bargaining agreement commencing July 1, 2020 and expiring June 30, 2021, shall provide for a retroactive wage increase for all bargaining unit members as follows:

The payroll date immediately prior to July 1, 2020 (6/21/20)	+2.5%
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3. The collective bargaining agreement commencing July 1, 2021 and expiring June 30, 2024, shall provide for wage increases, which shall be retroactive in the first year of the agreement for all bargaining unit members, as follows:

The payroll date immediately prior to July 1, 2021 (6/20/21)	+2.5%
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The payroll date immediately prior to July 1, 2022 (6/19/22)	+2.5%
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The payroll date immediately prior to July 1, 2023 (6/18/23)	+2.5%
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4. The collective bargaining agreements between the State and all Coalition labor organizations shall be amended by adding the following provision to provide all employees a retention bonus to remain employed in State service. The language to be added to the Coalition collective bargaining agreements shall be as follows:

To provide employees a retention bonus to remain employed with the State, all employees, currently employed by the State upon the ratification of this agreement shall receive a payment of fifteen hundred dollars (\$1,500.00) presented in a separate check. Employees actively employed by the State on July 1, 2022, shall receive an additional fifteen hundred dollars (\$1,500.00) presented in a separate check.

5. The collective bargaining agreements between the State and the Coalition shall be amended to allow employees to take up to twenty (20) days of sick leave for attendance upon a member of the immediate family who is ill, by adding the following language to the sick leave provisions of those collective bargaining agreements:

Employees with appropriate medical documentation may discharge up to twenty (20) days of accrued sick leave per year for attendance upon a member of the immediate family who is ill.

6. The bereavement leave provisions of the collective bargaining agreements between the State and the Coalition will be amended as follows:

In the event of death in the employee's family, the employee shall be entitled to absence with full pay "per death" not chargeable to the employee's sick leave accumulation for:

- (A) four (4) days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, step- parent, brother, sister, step-brother or step-sister.
- (B) three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household.
- (C) one (1) day in the case of the death of an aunt, uncle, sister-in-law, brother-in-law, niece, nephew or cousin.

If more than the above days of bereavement leave are needed, such additional time must be charged to annual or personal leave. Sick leave requests must be in accordance with the provisions of Article XX, Sick Leave.

7. The FMLA verification language of the collective bargaining agreements between the State and all Coalition labor organizations shall be amended as follows:

- (b) For each discharge of leave of five (5) or more consecutive days, the employee's appointing authority shall require, and the employee shall provide properly completed employee and physician portions of the appropriate United States

Department of Labor form (Currently WH-380-E, WH-380-F, WH-384 or WSH-385) as provided by the Division of Human Resources. For purposes of verification, the form may be completed by the employee's health care provider, whether that provider is a physician or other licensed health care provider so long as he or she is authorized by law to diagnose an ailment or injury and prescribe medication to treat that condition.

A pregnant employee, so certified by the employee's physician or licensed health care provider authorized by law to diagnose an ailment or injury and prescribe medication to treat that condition shall be entitled to use accrued sick leave for any time said employee is unable to work, for medical reasons and will be required to submit WH-380 forms for the period of time they are on FMLA.

8. The collective bargaining agreements between the State and all Coalition labor organizations shall be amended by adding the following language regarding teleworking:

TELEWORKING

1. Teleworking arrangements shall be administered consistent with the State's Teleworking Policy and the terms and provisions contained herein.
2. The guidelines of the Teleworking Policy and the determination of whether an employment position is appropriate for teleworking shall be based on the State agency's business and operational needs and requirements.
3. The teleworking arrangement must not create any impediment to the accomplishment of the employee's work or the agency's business and operational needs and requirements.
4. Denials of teleworking requests and termination of teleworking arrangements must include the reason in writing to the requesting employee. Denials and terminations of teleworking arrangements must be based on operational needs or performance. Denials of teleworking and termination of teleworking arrangements must not be an alternative means of imposing discipline for conduct unrelated to teleworking to avoid the protections of that Article of the contract.
5. Where there are multiple employees in a department, agency or office who are teleworking, telework schedules shall be determined at the discretion of the appointing authority, although employees' primary seniority shall be a consideration in determining said telework schedules, in addition to the experience, duties and responsibilities of the teleworking employees. To the extent such scheduling does not distribute employees among offices or over various shifts in such a way that there is a balance of experienced employees

and less experienced employees, then, in consultation with the Union, the primary seniority, experience, duties and responsibilities of the teleworking employees shall be considered by the appointing authority in establishing telework schedules.

6. An employee must be given a detailed reason for the termination of an approved teleworking arrangement in writing 10 days in advance of the termination unless circumstances require a shorter notice.

7. Issues regarding approval or denial for participation in teleworking, as well as termination of a teleworking arrangement, may be appealed in accordance with the grievance and arbitration procedure of this agreement.

9. The collective bargaining agreements between the State and all Coalition labor organizations shall be amended to provide the following new co-share contribution salary levels for full and part-time employees:

Effective the payroll period immediately preceding July 1, 2020
(6/21/20):

For full-time employees:

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

For part-time employees:

Individual or Family Plan

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

Effective the payroll period immediately preceding July 1, 2021
(6/20/21):

For full-time employees:

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

For part-time employees:

Individual or Family Plan

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

Effective the payroll period immediately preceding July 1, 2022
(6/19/22):

For full-time employees:

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

For part-time employees:

Individual or Family Plan

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

Effective the payroll period immediately preceding July 1, 2023
(6/18/23):

For full-time employees:

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

For part-time employees:

Individual or Family Plan

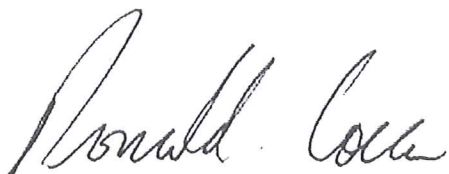
Less than \$107,000	20%
\$107,000 and above	35%

IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd day of December, 2021:

FOR THE STATE:



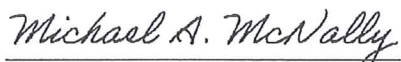
James Thorsen, Director
Rhode Island Department of Administration



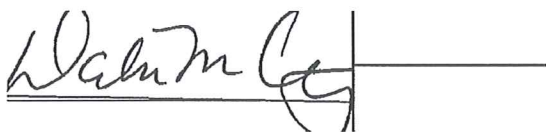
Richard Coia
President, Association of Rhode Island State Supervisors (ARISS)



Storm Lawrence
President, Council of Budget Personnel



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



Debra Coty
President, URI National Education Association Educational Support Professionals (ESP/URI-NEA Local 879)



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

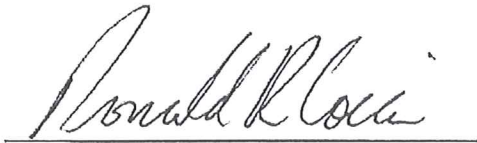


Denise Robinson
President, International Federation of Professional and Technical Engineers (IFPTE Local 400)



Karen Hazard

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



Ronnie Coia

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



Melissa Ferrario

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



Peter DiPippo

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



Mathew Gunnip

President, Rhode Island Alliance of Social Services Employees Service Employees International Union (RIASSE SEIU Local 580)



Richard Ferruccio

President, Rhode Island Brotherhood of Correctional Officers (RIBCO)