

AGREEMENT BETWEEN
RHODE ISLAND COUNCIL on POSTSECONDARY EDUCATION
AND
UNIVERSITY OF RHODE ISLAND PROFESSIONAL/TECHNICAL
ADMINISTRATIVE ASSOCIATION
LOCAL 2877
RHODE ISLAND COUNCIL 94
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
AFL-CIO

July 1, 2018 - June 30, 2021

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PURPOSE

It is the purpose of this agreement to carry out the policy of the Rhode Island 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 1st day of July, 2018 between the Rhode Island Council on Postsecondary Education and the University of Rhode Island Professional/Technical/Administrative Association, Rhode Island Council 94, the parties hereby agree as follows:

For the purpose of this contract, the term Council shall mean the Council on Postsecondary Education, the term Administration shall mean the University of Rhode Island, and the term Union shall mean the University of Rhode Island Professional Technical/Administrative Association (Rhode Island Council 94, AFSCME, AFL-CIO Local 2877).

ARTICLE I ... RECOGNITION

1.1 The Council hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit, said bargaining unit to consist of those classes of positions declared appropriate by the State Labor Relations Board. As a result of the petition submitted by the Union in case number EE-2048 a listing of the above mentioned classes of positions appears in Appendix B.

1.2 The Council agrees that no employee shall be discriminated against, intimidated, or coerced in the exercise of his right to bargain collectively through the Union, or on account of his membership in or activities on behalf of the Union.

1.3 The President of PTAA, Local 2877, or their designee, shall be afforded the right to meet with all new members.

ARTICLE II ... MANAGEMENT RIGHTS

The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this agreement, all right to manage, direct, or supervise the operations of the Council and the employees are vested solely in the Council.

2.1 For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this agreement and consistent with applicable laws and regulations.

2.1.1 To direct employees in the performance of official duties;

2.1.2 To hire, promote, transfer, assign, and retain employees in positions within the bargaining unit and to suspend, demote, discharge, or take other disciplinary action against such employees;

- 2.1.3 To maintain the efficiency of the operations entrusted to it;
- 2.1.4 To determine the methods, means, and personnel by which such operations are to be conducted;
- 2.1.5 To relieve employees from duties because of lack of work or for other legitimate reasons;
- 2.1.6 To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE III ... UNION RIGHTS

- 3.1 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.
- 3.2 No Union steward, committee member, or representative shall be discriminated against as a result of the performance of legitimate Union business.
- 3.3 Union representatives shall be permitted to visit Union officers and committee members on Council/Administration premises for the purpose of discussing Union business. Such visits should not interfere with the normal conduct of University business.
- 3.4 The Union 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 changes in such officers.
- 3.5 The Union shall have the right to use the University's Central Mail systems for communications, including mass distribution, with the approval of the University Personnel Office.
- 3.6 The Council recognizes the Union's right to have access to information relative to budget requests and authorizations, staffing projections that affect members to the bargaining unit, and a list of all names, addresses, salaries and job titles of all members of the bargaining unit. The Union is also entitled to the agenda and minutes of all open Council on Postsecondary Education meetings.
- 3.7 Where possible, the Administration shall advise the Union on new or modified long-range institutional planning as it affects bargaining unit personnel.
- 3.8 In the case of reorganization, the University shall discuss with the Union the pending reorganization at least twenty (20) working days prior to its implementation.
- 3.9 The President of the University shall meet with the President of the Union when either feels it necessary to meet at the mutual convenience of both parties.
- 3.10 The Union shall be allowed to rent space similar to that rented by other Campus Unions.
- 3.1.1 The Administration commits itself to making appointments to University Committees in a manner to insure full participation by non-classified, Administrative Staff in the University Community.

The President may appoint a member of the bargaining unit with prior notice to the Union President to any committee.

ARTICLE IV ... NON-DISCRIMINATION CLAUSE

4.1 The Council and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, national origin, ancestral origin, association, sex, age, disability, marital status, gender identity and expression or sexual orientation.

4.2 All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

4.3 The Union shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right not to join the Union and will not discriminate against the employee in the administration of this agreement because of non-membership in the Union.

4.4 The Union accepts its responsibility as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

4.5 The Council shall not discriminate against, interfere with, restrain, or coerce an employee who exercises the right to join the Union and participate in Union activity.

ARTICLE V ... DUES DEDUCTIONS - AGENCY SHOP

5.1 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.

5.2 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.

5.3 The Council recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with their Constitution, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with their Constitution, 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.

5.4 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 PTAA. Said notice shall be given monthly and shall include the employee's name, address, department, job title, email address, and date of hire.

5.5 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 any objection by an employee regarding their dues, fees, and assessments deductions.

5.6 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 dues, fees, and assessments have been lawfully increased and in accordance with the Union's Constitution or for the purpose of complying with any of the provisions of this Article.

5.7 The Council agrees that it shall forward twice each year to the Union the list of the bargaining unit members of the local union and their mailing address.

ARTICLE VI ... BULLETIN BOARDS

The Council/Administration agrees to provide reasonable space where notices may be posted on bulletin boards for use by the Union.

ARTICLE VII ... POSTING AND FILLING OF NEW AND VACANT POSITIONS

7.1 All new and vacant positions within the bargaining unit shall be posted on the University website for a period of ten (10) calendar days.

7.2 Postings shall include pay grade, duties, qualifications, responsibilities, and nature of funding (temporary, limited period, permanent) and the bargaining unit within which the position falls. If the position does not fall within any bargaining unit, it shall be so stated in said posting and job specifications.

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

7.4 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, in accordance with 7.1 above, 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 reposted according to 7.1 above.

7.5 In the event a member of the bargaining unit is selected to fill a vacant 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 by 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.

7.6 In the event a position is upgraded to a higher classification within the bargaining unit through the Personnel Review Committee, the employee shall receive the base rate of the higher classification, or 10% above his/her base rate whichever is greater. In no event will the salary amount exceed the maximum of the higher pay grade.

ARTICLE VIII ... EMPLOYEE COMPENSATION IN A DIFFERENT CLASSIFICATION

8.1 In the event an employee is required to fill a position in a higher classification on an interim basis, said employee shall receive the base rate of said different classification, or 10% above his current rate, whichever is greater, while serving in said position if the interim period extends beyond thirty (30)

working days. The additional compensation shall be retroactive to the day the employee began filling the position in the higher classification. This article shall not apply to vacation replacements.

8.2 Upon the employee's return to the position held prior to the Interim assignment, salary currently in effect for said employee position shall be resumed.

ARTICLE IX ... DISCIPLINE AND DISCHARGE

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as specified in Article XVII.

9.1 If the Administration has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. Each employee shall have access to his personnel record as specified in Article X.

9.2 Where appropriate, disciplinary action or measure shall include only the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge
- E. Demotion where appropriate

9.3 When disciplinary action other than an oral reprimand is to be implemented, the Administration shall notify the employee and the Union in writing of the specific reasons for such action.

9.4 The Administration shall not discharge or suspend an employee without just cause. Within two weeks of such suspension or discharge, the Union may file a grievance as set forth in Article XVII.

9.5 In the case of demotion the Administration shall give the employee and the Union written notice of its intention to affect the demotion not less than fifteen (15) days before the date it is intended to become effective.

9.6 In the event that an employee is dismissed, demoted or suspended under this section and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate for time lost during the period of such dismissal, demotion or suspension.

9.7 An employee may be granted a demotion upon request, when recommended by his appointing authority.

ARTICLE X ... PERSONNEL FILES

10.1 The University shall maintain one (1) personnel file for each employee.

10.2 The Official Personnel File shall include:

10.2.1 Personnel information.

10.2.2 Information relating to the employee's academic and professional accomplishment submitted by the employee or placed in the file on his request.

10.2.3 Records generated by the University.

10.2.4 All observation reports and evaluation of the employee's professional performance.

10.2.5 Memoranda of discussions between the employee and his department chair, director or supervisor relating to evaluations of the employee's professional performance.

10.3 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, provided, however, any letters of recommendation solicited in connection with his employment shall not be available to that employee or his representative.

10.4 No anonymous material shall be placed in an employee's Official Personnel File.

10.5 An employee may request copies of materials contained in his Official Personnel File.

10.6 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 in any manner.

10.7 No other file shall be maintained for official purposes.

10.8 All employees shall be evaluated annually (Employees on initial limited appointments will be covered under the probationary review process). 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 comments shall be attached to the evaluation. Employees shall be offered constructive criticism, and specific areas of improvement shall be noted, if appropriate.

- a. Each member shall 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 comments 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/PTAA no later than April of a year.
- i. No formal evaluation shall be based on anonymous, erroneous or unsubstantiated material.

10.9 **Personnel Files** - During the life of the Agreement, personnel files will be updated to include current job descriptions. All employees shall receive copies of their job descriptions, and copies will be forwarded to the union.

ARTICLE XI ... HOURS OF WORK, SALARY RANGES, AND WORKING CONDITIONS

11.1 There are established six (6) basic work weeks as follows:

11.1.1 A thirty-five (35) hour work week (five consecutive seven (7) hour days, Monday through Friday), labeled St35;

11.1.2 A forty (40) hour work week (five consecutive eight (8) hour days, Monday through Friday), labeled St40

11.1.3 A non-standard work week (five (5) consecutive days of at least seven (7) hours each, to total no more than thirty-five (35) hours, normally Monday through Friday, labeled NSt35;

11.1.4 A non-standard work week (five (5) days of at least eight (8) hours each, to total no more than forty (40) hours, normally Monday through Friday, labeled NSt40;

11.1.5 A non-scheduled work week (a total of no more than thirty-five (35) hours in seven (7) consecutive days), labeled NSc35;

11.1.6 A non-scheduled work week (a total of no more than forty (40) in seven (7) consecutive days), labeled NSc40;

11.2 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.

11.3 Breaks and meal periods.

11.3.1 All employees shall be granted a fifteen (15) minute break with pay during the first half and the second half of their work day, provided there is no disruption to the operation of the University.

11.3.2 All employees shall be granted meal period without pay of not less than one-half hour duration, nor more than one hour duration during each work day to be determined by the work schedule that applies and the immediate supervisors.

11.4 It is recognized that there are not in existence work schedules peculiar to certain classes of positions and such exceptions shall remain in force and effect. In the event it becomes necessary to change the scheduled work hours, as detailed in Section 11.1, the Council and the Union shall make every effort to agree mutually on the hours of such schedules, and fix hours subject to the grievance and arbitration provisions of the contract.

11.5 Working conditions.

11.5.1 The University shall make an effort to provide affected employees with all necessary safety equipment.

ARTICLE XII ... FRINGE BENEFITS

12.1 **Retirement** - All employees in the bargaining unit who work twenty (20) hours per week or more are required to participate in the Teachers Insurance and Annuity Association and the College Retirement Equities Fund (TIAA-CREF), VALIC, or MetLife annuity programs after completion of two (2) years of employment and attainment of age thirty (30). Employees who are members of the Rhode Island Employees Retirement System (ERS) at the time of employment at the University may elect to remain in the Employee Retirement System.

12.2 **Tax Deferred Annuity Program** - All employees in the bargaining unit who work twenty (20) hours per week or more are permitted to request that a portion of their salary be allocated for the purpose of annuities, subject to rules and regulations of the State of Rhode Island and Internal Revenue codes.

12.2.1 Employees within this bargaining unit who work twenty (20) hours per week or more are permitted to request that a portion of their salary be allocated for the purpose of annuities, subject to rules and regulations of the State of Rhode Island and Internal Revenue codes subject to approval of the State Controller.

12.3 **Disability Insurance - 403(b)** - All employees in the bargaining unit who work twenty (20) hours per week or more and who have one (1) year of continuous service at the University and who are members of TIAA-CREF or who will be eligible for membership in the future are covered by disability benefits.

12.3.1 Also covered are ERS employees with one year of service at the University and who have less than five (5) years of service in ERS.

12.3.2 Employees with five (5) years of membership in ERS are eligible for total disability benefits under that program and are not eligible under 403(b) disability insurance.

12.4 **Group Insurance** - It is agreed that all employees shall be eligible to participate in the State Employees Group Life Insurance Program as established by 36-12-6 of the General Laws of 1956, as amended.

12.4.1 The following provisions of the Insurance Program are set forth herein:

(A) Each new employee will be automatically covered unless such employee designates in writing that he desires not to be insured.

(B) Each covered employee will be provided with an amount of Group Life Insurance equal to the amount of his annual compensation taken to the next higher multiple of one thousand (\$1,000.00) dollars plus an equal amount of Group Accidental Death Insurance with dismemberment coverage.

(C) Each such amounts of insurance will be reduced by two percent (2%) thereof at the end of each calendar month following the date the employee attains the age of sixty-five (65) years

until the amount of such insurance reaches twenty-five per cent of the coverage in force immediately prior to the employee's sixty-fifth birthday.

(D) The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (\$0.25) bi-weekly for each one thousand dollars (\$1,000.00) of his Group Life Insurance.

(E) Upon an Employee's termination from State Service, the policy may be converted to an individual policy of Life Insurance at standard rates.

12.5 **Health Benefits - Health Benefits**

The State will maintain the current health benefits through December 31, 2018, through a product provided by United Healthcare, or a 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 designs shall include the following components:

- A Medical Necessity program
- A PCP Coordination of Care program
- A Place of Service Tiering for Imaging Services program
- A Cancer Support program
- Bariatric Resource Services

A) 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 Co-insurance	10%
Out-of-Network Co-insurance	30%

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

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

The following in-network co-pays 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 co-pay;
- 3) Specialist office visit - \$25/\$50 co-pay (higher specialist co-pay applies without referral under PCP Coordination of Care);
- 4) Chiropractic care – \$15 co-pay;
- 5) Diagnostic tests (X-rays, blood work) – no charge;

- 6) Imaging (CT/PET Scans, MRIs) – co-insurance applies after deductible (covered in full after deductible if an imaging center is used);
- 7) Inpatient hospital – co-insurance after deductible;
- 8) Outpatient surgery - co-insurance after deductible;
- 9) Mental Health/Substance Use Disorder - in-patient: co-insurance after deductible, outpatient: \$15 co-pay;
- 10) Emergency room - \$125 co-pay;
- 11) Ambulance - covered in full;
- 12) Urgent care - \$50 co-pay;
- 13) Physical therapy, occupational therapy and speech therapy - \$15 co-pay.

B) Anchor Plan:

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

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

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

The following in-network co-pays shall be in effect for the **Anchor Plan**:

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

C) Anchor Choice with HSA Plan:

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

In-Network Deductible*	\$1,500	(\$3,000 family)
In-Network Out-of-Pocket Max**	\$3,000	(\$6,000 family)
Out-of-Network Deductible*, **	\$2,250	(\$4,500 family)
Out-of-Network Out-of-Pocket Max**	\$4,500	(\$9,000 family)
In-Network Co-insurance	10%	
Out-of-Network Co-insurance	30%	

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

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

The following in-network co-pays shall be in effect for the **Anchor Choice HSA Plan**:

- 1) Preventative care office visits are covered in full;
- 2) Office visit (non-preventative) PCP - co-insurance after deductible;
- 3) Specialist office visit co-pay – 10%/30% after deductible. (Higher specialist co-insurance applies without referral under PCP Coordination of Care);
- 4) Chiropractic care - co-insurance after deductible;
- 5) Diagnostic tests (X-rays, blood work) - co-insurance after deductible;
- 6) Imaging (CT/PET Scans, MRIs) – co-insurance after deductible. (Covered in full after deductible if an imaging center is used);
- 7) Inpatient hospital – co-insurance after deductible;
- 8) Outpatient surgery – co-insurance after deductible;
- 9) Mental Health/Substance Use Disorder – in-patient: co-insurance after deductible, outpatient: co-insurance after deductible;
- 10) Emergency room co-pay – co-insurance after deductible;
- 11) Ambulance: co-insurance after deductible
- 12) Urgent care co-pay – co-insurance after deductible;
- 13) Physical therapy, occupational therapy and speech therapy co-pay – co-insurance after deductible.

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

12.5.3 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.

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

The Co-Share contribution salary level for full-time and part-time employees shall be increased based on the employee's annualized total rate of pay. The Co-Share percentage levels for eligible employees shall be increased by 2% effective January 1, 2018; 2.5% effective January 1, 2019; 2% effective July 1, 2019; and 1% effective January 1, 2020.

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

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

Effective January 1, 2018			
For <u>full-time</u> employees			
Individual Plan		Family Plan	
		Less than \$50,663	15%
Less than \$97,391	20%	\$50,663 to less than \$97,391	20%
\$97,391 and above	25%	\$97,391 and above	25%

For <u>part-time</u> employees			
Individual Plan & Family Plan			
Less than \$91,800	20%		
\$91,800 and above	35%		

Effective January 1, 2019			
For <u>full-time</u> employees			
Individual Plan		Family Plan	
		Less than \$51,930	15%
Less than \$99,825	20%	\$51,930 to less than \$99,825	20%
\$99,825 and above	25%	\$99,825 and above	25%

For <u>part-time</u> employees		
Individual Plan & Family Plan		
Less than \$94,095	20%	
\$94,095 and above	35%	

Effective July 1, 2019				
For <u>full-time</u> employees				
Individual Plan		Family Plan		
		Less than \$52,969		15%
Less than \$101,822	20%	\$52,969 to less than \$101,828		20%
\$101,822 and above	25%	\$101,828 and above		25%

For <u>part-time</u> employees		
Individual Plan & Family Plan		
Less than \$95,977	20%	
\$95,977 and above	35%	

Effective January 1, 2020				
For <u>full-time</u> employees				
Individual Plan		Family Plan		
		Less than \$53,498		15%
Less than \$102,840	20%	\$53,498 to less than \$102,840		20%
\$102,840 and above	25%	\$102,840 and above		25%

For <u>part-time</u> employees		
Individual Plan & Family Plan		
Less than \$96,937	20%	
\$96,937 and above	35%	

12.5.6 The employee waiver shall be \$1,001(prorated at \$38.50 per pay period).

12.5.7 Employee Drug Co-pay: Effective January 1, 2019, the following in-network co-pays shall be in effect:

A) Anchor Plus Plan and Anchor Plan:

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

Tier 1	Tier 2	Tier 3	Tier 4
\$10.00	\$35.00	\$60.00	\$100.00

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

Tier 1	Tier 2	Tier 3
\$20.00	\$70.00	\$120.00

Mail order network pharmacies: 3 month supply of a prescription drug for two (2) co-payments. 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 meeting the deductible. However, if the medication is listed on the pharmacy benefit manager's preventive therapy drug list, the applicable co-pay amount shall apply instead of the full retail rate. For all covered drugs, after the deductible is met, the applicable co-pay amount shall apply until the applicable OOPM is met.

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

Tier 1	Tier 2	Tier 3	Tier 4
\$10.00	\$35.00	\$60.00	\$100.00

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

Tier 1	Tier 2	Tier 3
\$20.00	\$70.00	\$120.00

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

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

12.5.9 Dental and Vision Programs:

- A) Dental: The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 through December 31, 2018.

Effective January 1, 2019, the State will provide a dental plan for employees and their family. The coverage shall be \$1,500 per calendar year, in addition to the below enhancements.

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

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

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

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

- Increase retail frame allowance from \$65 to \$100
- Increase elective contact lens allowance from \$18 to \$30
- Add a contact lens exam co-pay of up to \$30

- Extend coverage to dependent children to age 26

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

12.5.10 Flex Plan

The State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

12.5.11 Wellness Incentives

In addition to the Diabetes Prevention Program, the following wellness incentives shall be available to employees up to a maximum of \$1000 per year.

A) Rewards for Wellness

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

B) Annual Preventive Exam Incentive

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

insurance co-share payments for qualifying preventive exams obtained during an exam year shall be awarded to active employees whose spouses participate in the State's medical plan in the second half of the calendar year following the exam year.

C) **Diabetes Prevention Program (DPP) Completion Incentive**

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

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

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

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

12.5.16 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.

12.6 **Travel Reimbursement** - Reimbursement for travel expenses shall be made in accordance with regulations of the State of Rhode Island after approval has been granted by the appropriate Vice President or designee. Required use of a person's vehicle in accordance with existing travel regulations shall be reimbursed at the prevailing state rate.

12.7 **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. The level of eligibility for members of the bargaining unit shall be unrestricted.

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 536-12-1, and dependent children, as defined below, who are pursuing courses in a regular study program for credit at the first baccalaureate level only at any institution, and who are taking courses 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 536-12-1, 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 55 117(d),

132(h), and 152(f)(I), 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 516-97.7 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 RIGL 536-12-1, or dependent children are eligible for tuition waiver unless specifically approved by the institution.

Tuition waivers are not applicable to non-credit courses.

12.8 Retiree Health Insurance - Changes in retiree health insurance coverage will be effective July 1, 2008; the Pre-65 retiree health insurance benefit will be eliminated, and the Post-65 Medicare supplemental coverage will still be available. The employee contribution towards retiree health coverage shall be as follows:

7/1/09 - 0.9% of base salary

Eligible employees retiring on or before June 30, 2008 from active service with the CPE shall receive the same retiree health care insurance benefit that is currently offered with the following cost sharing.

Pre 65 Medical Coverage

Years of Service	Age at Retirement	Employer's Share	Employee's Share
10-15	60	50%	50%
16-22	60	70%	30%
23-27	50	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	Employee's Share
10-15	50%	50%
16-29	70%	30%
20-27	90%	10%
28+	100%	0%

Stipulations for retirement after June 30, 2008:

Employees retiring after June 30, 2008, who are not yet 65 years of age will no longer be entitled to the Pre 65 Medical Coverage but may purchase health insurance coverage at the actual retiree premium rate for themselves and their spouses.

Employees retiring after June 30, 2008, who are at least 65 years of age, shall receive the Post 64 Medicare supplemental coverage in accordance with the table above for Post 65 Medicare Supplemental Coverage.

ARTICLE XIII ... SENIORITY AND LAYOFFS

13.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority.

13.1.1 Seniority shall be defined as the employee's date of hire by the University, unless seniority has been broken in accordance with the provisions of Article 13.3. The principle of seniority by University shall apply to layoffs and recalls, provided however, that the employee is qualified and able to do the work in accordance with position specifications. In the event of recall the order of layoff described above shall be reversed provided that the employee is qualified and able to do the work in accordance with position specifications. The principle of seniority by University shall also apply in cases of days off, vacation time, holiday time, transfers and shift preferences.

13.1.2 The Administration shall prepare and forward to the Union, a Seniority List of employees by class of positions on a Departmental and University wide basis. The Administration shall notify the Union bi-monthly of member additions and deletions. Revised lists shall be furnished to the Union every six (6) months.

13.1.3 Seniority shall be retained but not accrued during all leaves without pay.

Seniority shall be retained and accrued during all paid leaves of absence.

Seniority shall be retained when Departments are reorganized and/or Department titles are changed.

Seniority shall be retained when job titles are changed.

13.2 Seniority - **Probationary Employees** - New employees shall be considered as probationary employees for the first twelve (12) months of their continuous employment and shall serve at the pleasure of the President of the University. There shall be seniority among probationary employees.

13.2.1 The Union shall represent probationary employees for the purpose of collective bargaining, except when a probationary employee is discharged.

13.3 **Loss of Seniority** - An employee shall lose his seniority for the following reasons:

13.3.1 Resignation

13.3.2 Termination not reversed through grievance procedure.

13.3.3 Retirement

13.3.4 When an employee fails to notify the Departmental Director or appropriate supervisor of his absence from work within three (3) working days unless extenuating circumstances prohibit said notice.

13.3.5 Failure to return to work within ten (10) working days after recall from lay-off.

13.3.6 When an employee is laid off in excess of two (2) consecutive years.

13.3.7 When an employee fails to renew a leave of absence.

13.3.8 When an employee engages in other work without authorization while on a leave of absence.

13.4 **Lay-off** - University-wide seniority for layoffs shall be utilized as follows:

13.4.1 First, within a current class of position, or

13.4.2 Second, if the above is not available, the employee may bump into any other position. Any other position shall be defined as any position previously held for a period of at least ninety (90) days.

13.4.3 Layoffs for the purposes of this section shall be defined to include retrenchment, reduction-in-force, subcontracting, and position abolishment.

13.4.4 The employee's bumping rights defined in 13.4.1 and 13.4.2 above will be restricted to the least senior person in the classification affected.

13.4.5 If an employee whose position is State funded is unable to exercise seniority under sections 13.4.1 or 13.4.2, he/she may be determined to be qualified by the Assistant Vice President for Human Resource Administration, bump into one of the following positions, if said position is also State funded;

1. The position occupied by the bargaining unit employee with the least seniority in the same pay grade.
2. The position occupied by the bargaining unit employee with the least seniority in a lower pay grade.

13.4.6 Any employee asserting his/her seniority under Article 13.4.5 must be determined by the Assistant Vice President for Human Resource Administration to possess the qualifications, ability, and training or equivalent experience to perform the work of the position. The determinations of the Assistant Vice President for Human Resource Administration as to an employee's ability to utilize the provisions of 13.4.5 shall be final and not grievable.

13.4.7 When an employee is separated under this article he shall receive full pay for all annual leave and compensatory time accrued to the date of lay-off. Application of this provision shall not affect the employee's right to recall.

13.5 **Notification** - The employee shall be notified in writing at least 30 calendar days prior to separation, under this article, setting forth the specific reasons for the separation, and a copy of the notification shall be furnished at the same time to the Union.

13.6 Prior to separation under of any employee under this article, the Council shall make every reasonable effort to place the employee in another existing funded vacancy within the University for which the employee possesses the specific qualifications, ability, and training necessary to perform the available work in accordance with position specifications. This shall not be construed to encroach upon any other bargaining unit.

13.7 Any employee who has been separated under this article shall have his name placed on an appropriate re-employment list for two (2) years from date of separation. Seniority shall be retained to such employees while on said re-employment list.

13.8 The principle of seniority shall not apply to limited period positions supported by research grant funds, federal funds, or other such funds, when said funds are no longer available or have been reduced. However, such employees shall have their names placed on a priority re-employment list by date of hire, provided that they are capable and qualified to do the work in accordance with position specifications for recall, should said funds be restored.

13.9 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.

ARTICLE XIV ... OVERTIME, CALL IN TIME AND SEA PAY

14.1 **Overtime**

14.1.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the University, an immediate supervisor may direct or authorize overtime work.

14.1.2 Overtime shall be defined as the required performance of work within an employee's classification in excess of the established work week.

14.1.3 Time and one half shall be paid for work performed in excess of 40 hours in a work week, and compensatory time at the rate of one (1) hour for each our worked over 35 and up to and including 40 hours for employees who are covered by the Fair Labor Standards Act.

Administrative Assistant III
Technician I
Technician III
Technician (NBS Support)

Animal Technician
Technician II Laboratory
Technician II
Technician (New Media)

Technologist (Imaging Services)
Information Technologist

MTS Customer Service Rep.
Customer Service Rep. (RAM Computers)

Marine Research Assistant
Marine Research Assistant III ⁽¹⁾

Marine Research Assistant II
Marine Research Assistant IV ⁽¹⁾

Network Technician I

Network Technician II

Network Technician III

Research Assistant I
Research Assistant III ⁽¹⁾

Research Assistant II
Research Assistant IV ⁽¹⁾

Ship's Technician I
Ship's Technician III

Ship's Technician II

University Police Corporal
University Police Sergeant
University Police Lieutenant

University Police Officer I
University Police Officer II
University Police Officer III

⁽¹⁾ Exemption determined in compliance with FLSA.

14.1.4 Whenever an employee is required to work on a holiday which falls on his regular scheduled work day, he shall be credited with the number of hours in his official work schedule for that day plus the number of hours actually worked at the rate of one and one-half times.

14.1.5 Overtime work shall be a matter of record and shall be distributed fairly and equitably among employees capable of performing the work, in their respective department and class of position based on seniority. A record of overtime shall be provided to the Union if needed to resolve a dispute.

14.1.6 Employees who do not receive paid overtime and who work in excess of thirty five (35) hours per week shall receive compensatory time, i.e., one hour for each hour worked. All employees shall expend earned compensatory time according to a schedule prescribed by the appropriate supervisor within 30 work days of when it is earned, or it shall be considered lost.

If, however, an employee is denied the opportunity to expend compensatory time throughout said 30 days, he/she may refer the matter to the Assistant Vice President for Human Resource Administration who shall within 15 days, at his sole discretion, either order the payment of the compensatory time which has accrued within the previous 30 day period or prescribe a schedule during which this compensatory time shall be expended, or a combination of both.

When the service of an employee is terminated by death, retirement or resignation, the employee or his/her estate shall receive full pay for any compensatory time earned by the employee during the last 30 days of employment.

14.1.7 Hours credited for holidays, sick leave, vacation, and compensable injury shall be considered as time worked for the purpose of computing overtime.

14.1.8 An employee offered overtime will be excused at his request provided authorized personnel are available and willing to meet the need, and shall not be offered it again until his name comes up again in the seniority rotation.

14.2 Call in Time

Eligible employees who are called in to report for emergency work after having left their place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

14.3 Sea Pay for Ship's Technicians

14.3.1 Sea pay as defined below shall apply to Ship's Technicians.

14.3.2 The normal work day for Ship's Technicians shall consist of fifty-six (56) hours per calendar week while at sea. For said work between forty (40) hours and fifty-six (56) hours, said Ship's Technician shall be paid at the rate of 1.5 times their normal hourly rate.

14.3.3 Hours worked between thirty-five (35) and forty (40) shall be compensated at straight time (1:1) one hour's pay for each hour so worked.

14.3.4 "At sea" shall be defined as away from a Rhode Island port in support of sea-going research, whether it is on board a URI vessel or another vessel authorized for such use.

14.3.5 Only the University's designated Director, Marine Operations may authorize overtime beyond the fifty-six (56) hour work week defined above. In the event overtime is authorized beyond the fifty-six (56) hours, then, at the discretion of the Director, Marine Operations said additional hours shall be subject to overtime pay at 1.5 times their normal hourly rate or shall be given as compensatory time off at 1.5 times their normal hours. In the event the employee is denied the opportunity to discharge the compensatory time within a 30 day period, the matter shall be referred to the Assistant Vice President for Human Resources in accordance with Article 14.1.6.

14.3.6 When Ship's Technicians are not at sea they shall be subject to overtime and compensatory time as defined in this contract for non-sea going personnel.

14.3.7 All unit sea-going personnel will be considered "at sea" when traveling to and from the vessel. 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.

14.4 Sea Pay for other than Ship's Technicians

14.4.1 Sea pay as defined below shall apply to those members of the bargaining unit who are at sea for a period of time in excess of fifteen (15) days per contract year.

14.4.2 The normal work day for all sea-going unit employees shall be eight (8) hours per day while at sea.

14.4.3 For said work day sea-going unit employees shall be paid at the rate of 1.5 times their normal hourly rate for hours worked beyond eight (8) hours.

14.4.4 Hours worked between seven (7) and eight (8) shall be compensated with compensatory time at the rate of one hour for each hour worked.

14.4.5 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.

14.4.6 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.

14.4.7 When said employees are not at sea they shall be subject to the overtime provisions of this contract as herein defined.

14.4.8 "At sea" shall be defined as away from a Rhode Island port in support of sea-going research, whether it be on board a URI vessel or another vessel authorized for such use.

14.4.9 All unit sea-going personnel will be considered "at sea" when traveling to and from the vessel. 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 XV ... LEAVES

15.1 **Sick Leave** - 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 a 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. Immediate family shall be defined as spouse, domestic partner or civil union partner, children (including stepchildren and children of domestic and civil union partners), parents, siblings (including step siblings), in-laws (including parents of domestic and civil union partners), grandchildren (including grandchildren of domestic and civil union partners), and any living person living in the employee's household.

15.1.1 Employees shall accrue four (4) hours of sick leave for each bi-weekly period of service.

15.1.2 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five (35) hour schedule or a 1000 (125 days) for an employee assigned to a forty (40) hour work schedule, 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 their estate shall be entitled to receive full pay for each hour of sick leave to their credit as of the date of termination, according to the following formula:

A 35-hour a week employee shall be entitled to receive a full pay for 50% of all accrued sick leave over 390 hours, up to and including 630 hours and 75% pay for all accrued sick leave over 630 hours, up to and including 875 hours. A 40-hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours, up to and including 1000 hours.

15.1.3 The Administration may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay, but must require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three (3) consecutive working days.

15.1.4 Whenever an employee shall be absent from his duties and receiving compensation as provided in the Worker's Compensation Laws, he shall be granted a sick leave in accordance with 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 Workmen's 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.

15.1.5 Parental Leave - PTAA members with one year or more of service 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. PTAA members should provide at least one month's notice prior to the start of the leave, whenever possible.

When additional time is needed beyond the six weeks because of medical reasons that time may be charged to sick leave with proper medical documentation.

15.1.6 Occupational Hazard Leave - Any employee whose employment required exposure to unusual employment hazard shall be granted special sick leave credits not to exceed 120 hours in a calendar year if he is a forty (40) hour employee or 105 hours in a calendar year if he is a thirty-five (35) hour employee, a non-standard or non-scheduled employee. Such sick leave credits shall be available and sick leave granted upon written recommendation by Office of Human Resources that it has been determined by blood test or other approved method and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

15.1.7 Borrowed Sick Leave - Employees shall be permitted to borrow two (2) weeks of sick leave against future accumulation in the next fiscal year, provided they have used all accrued vacation and sick leave and other accrued paid leave.

15.1.8 Shared Sick Leave - The Administration and the PTAA shall establish a Sick Leave Bank Committee, consisting of two members appointed by the PTAA and two members appointed by the Administration. Each member of the PTAA may contribute one (1) 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 and personal), 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 15.1.8 of the collective bargaining agreement. A PTAA member meeting these criteria may request a specific number of days from the Sick Leave Bank Committee, based upon financial hardship and health prognosis. The PTAA Sick Leave Bank Committee Members shall meet and forward a recommendation to Human Resources for the leave/number of days to grant a member up to a maximum of six (6) months or approval of disability. A full committee meeting of PTAA and Human Resources Sick Leave Bank Committee members will only be held if there is a dispute pertaining to the recommendation. Decision of the Sick Leave Bank Committee shall be final and not subject to the grievance and arbitration provisions of the contract.

15.1.9 Leave Without Pay - Upon written application, a staff member may be granted a leave without pay normally not to exceed six (6) months, subject for renewal, for reasons of personal illness, disability, birth/adoption leave, family leave or other purpose deemed proper and approved by the President or his/her designee.

- a) Staff members on leave without pay due to personal illness, disability, birth/adoption leave or family leave are eligible for one (1) year of State paid health benefits and when applicable must pay the employee's share of the optional health plans. 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) Birth/adoption leave means leave by reason of the birth of a child or the placement of an adopted child 16 years of age or less.
- c) A Family Leave is for a family member defined as a parent, spouse, domestic partner or civil union partner, child, mother-in-law or father-in-law. Family leave is granted by reasons of serious illness of a family member. Serious illness is defined as disabling, physical or mental illness, injury, impairment or 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 medical documentation from the treating physician stating the reason for and the probable duration of the leave.
- d) At the expiration of such leave, the employee shall be returned to the position from which he is on leave. The pay rate shall be the same as if there had been no leave.
- 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 he is on leave or any other similar position at the pay rate the position would have if there had been no leave for which he is qualified if said position exists.

15.1.10 Reduced Workload - For reasons and period of time listed in Article 15.1.9 employees may request a reduced workload with a commensurate reduction in salary. If the workload is at least 20 hours, health benefits shall be continued at the employer's expense, as provided in the contract.

15.2 Special Time Off - 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, provided that enough employees remain on duty to maintain contact with the public and carry on crucial work.

15.2.1 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 times for each hour worked.

15.3 Military Training Leave - 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 part of the state military force or special active duty as part of the federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year.

15.3.1 Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, he shall be granted leave without pay for this period.

15.3.2 During the period of military training leave without pay, the employee shall accrue sick and vacation leave credits.

15.3.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill period lasting less than one day or training periods voluntarily engaged by the employee beyond the training period required generally of the members of the respective armed service.

15.4 **Bereavement Leave** - Employees shall be granted four (4) days leave with pay for a death in the immediate family. Immediate family shall be defined as spouse, domestic partner or civil union partner, children (including stepchildren and children of domestic and civil union partners), parents, grandparents, siblings (including step siblings), in-laws (including parents of domestic and civil union partners), grandchildren (including grandchildren of domestic and civil union partners), and any person living in the employee's household. Days needed beyond those allowed shall be taken from sick leave.

15.5 **Jury Duty** - Every employee covered by this Agreement who is ordered by the appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his/her regular pay or his/her jury duty pay whichever is greater.

15.6 **Civic Duty** - The Council on Postsecondary Education agrees to grant Administrative leave, leave with full pay, to an employee of the Bargaining Unit that is required to appear before a court or tribunal of competent jurisdiction on matters related to their work with the University of Rhode Island.

15.7 **Leave Without Pay** - It is agreed that, upon written application, an employee who has served his probationary period may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reason of personal illness, disability, or other purpose deemed proper and approved by the President or his/her designee.

15.7.1 At the expiration of such leave, the employee shall be returned to the position from which he is on leave at pay rate the position would have if there had been no leave.

15.7.2 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 pay rate the position would have if there had been no leave for which he is qualified if said position exists.

15.8 **Sabbatical Leave** - Employees in the bargaining unit shall be eligible for sabbatical leave which he 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.

15.8.1 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 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.

15.8.2 Upon his return from sabbatical leave, an employee's salary shall be at the same pay rate the position would have if there had been no leave, and he shall be returned to the same level which he held at the time said leave commenced if it exists, or is not a substantially equivalent level. A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.

15.8.3 As soon as decisions are made regarding sabbatical leaves the President or his/her designee shall furnish the Union with a list of those receiving sabbatical leave, and those denied sabbatical leave.

For those whom replacement positions have been provided, notice to the Union will be given as soon as the decision has been made.

15.9 Leave for Professional Development - Members who have served for 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 termination of the leave shall return to his/her duties at the University. Applications for such leaves shall be made six (6) weeks prior to the date for which the leave is required. In certain circumstances, shorter notice for such leave may be considered.

15.10 Leave for Graduate Study - An employee who has served 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.

15.10.1 An employee applying for such leave may apply for leave without pay or leave at one-quarter pay for either period of time. In either case, there is the understanding that the employee will return to his duties upon termination of the leave 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 inadvisable.

15.10.2 The employee applying for such leave shall present to the President the plan of 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.

15.10.3 If an employee resigns and does not return after leave, money received must be returned to the University.

15.10.4 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.

15.11 Holidays - 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:

15.11.1 employee entitled to his regular for the specified when such	New Year's Day	Columbus Day	Each shall be time off at rate of pay holidays above holidays
	Martin Luther King Day	Veteran's Day	
	Memorial Day	Thanksgiving Day	
	Independence Day	Any day on which a general election for State Officers is held, as Election Day	
	Victory Day	Christmas Day	
	Labor Day		

fall on his regularly scheduled work days, and shall be credited with the number of hours in his official work schedule for that day.

15.11.2 When any holiday shall fall on the scheduled day off within the scheduled work week of any employee, the next scheduled work day shall be substituted for the holiday.

15.11.3 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 absence on that day.

15.12 Annual Vacation - The annual vacation for a full-time employee shall be fifteen (15) working days during the first three (3) years of employment, twenty-two (22) working days thereafter. Subject to R.I. General Laws, 36-6-18, employees with twenty (20) years state service will receive an additional five (5) days of vacation. Working days shall refer to five (5) seven-hour days or five (5) eight-hour days per week, Monday through Friday, and exclusive of scheduled holidays. Vacation time for employees who work less than full-time, on a calendar year basis, shall be computed on a pro-rata basis.

15.12.1 Vacation time shall be allowed to accumulate to a maximum of thirty (30) working days for those earning fifteen (15) working days per year or forty-four (44) working days for those earning twenty-two (22) working days per year or to fifty-four (54) days for those earning twenty-seven (27) working days per year. 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 Dean/Director. 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), or fifty-four (54) working days set out in the first sentence of this paragraph.

On December 31 of any given year, vacation time which has accumulated in excess of the maximum accrual shall be forfeited. In the event that the employee is denied reasonable opportunity to take vacation in the total amount accumulated each year, then upon proof of such denial of such reasonable opportunity provided to the Assistant Vice President for Human Resource Administration, said employee shall be able to accumulate a maximum of ten (10) work days beyond the maximum accrual set out in the first paragraph. In no case shall an employee be denied a reasonable opportunity to take at least ten (10) consecutive vacation days twice per year.

Termination - When the service of an employee is terminated by resignation, retirement, or death, if such employee shall not have used actual vacation time equal to the vacation credits outstanding on his account, he or his estate shall receive full pay for each day of vacation leave to his credit as of the date of termination, up to his/her maximum accrual.

15.12.2 Grant Funded Personnel - 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.

15.13 Personal Leave - 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. This personal leave may be used for the one-half day before a day of religious observance, as well as time off for days of religious observance. 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.

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 days as provided in this article. Employees appointed between May 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.

15.14.1 Disabled Employees - The Administration and the Union shall adhere to Federal and State laws and regulations as they apply to treatment or accommodations for persons with disabilities.

15.14.2 If after a staff member has used all accrued sick, vacation, and personal 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, apply for a leave without pay or resign his/her position.

ARTICLE XVI ... GRIEVANCE PROCEDURE

16.1 For the purpose of this agreement, the term "Grievance" means any difference or dispute between the Council and the Union or between the Council and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement.

16.2 There shall be a grievance procedure as follows:

16.2.1 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 render a decision within two (2) working days.

16.2.2 If the grievance is not resolved in step 1, it shall be submitted in writing within three (3) working days of its receipt by the Union to the President or his designee, who shall grant a hearing within five (5) working days. A written decision shall be rendered within five (5) working days of the conclusion of the hearing.

16.2.3 If the grievance is not resolved in step 2, it shall be submitted within five (5) working days of the Union's receipt of the President's decision to the Commissioner of Higher Education or his designee, who shall grant a hearing within ten (10) working days of the receipt of the grievance, and shall render a written decision within ten (10) working days of the conclusion of the hearing.

16.3 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.

16.4 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.

16.5 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 grievant 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.

16.6 It is also agreed that in all cases of dismissal the aggrieved may go immediately to step 3 of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to step 3.

16.7 Decisions rendered shall be forwarded to the Union and to the aggrieved employee.

16.8 For the purposes of this article, the following definitions shall apply:

16.8 (a) "Within a working day" shall mean prior to the end of the shift on working day following receipt of the grievance, and shall be exclusive of weekends, vacations, and holidays.

16.8 (b) "aggrieved" shall mean either the employee and/or the Union.

16.9 ARBITRATION - If a grievance is not settled under this Article, such grievance shall, at the request of the Union or the Council, be referred to the American Arbitration Association in accordance with its rules then obtaining.

16.10 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.

16.11 Only grievances arising out of the provisions of this contract relating to the application or interpretation or violation thereof may be submitted to arbitration.

16.12 All submissions to arbitration must be made within thirty (30) calendar days after the grievance procedure decision.

ARTICLE XVII ... OUTSIDE EMPLOYMENT

17.1 The Council on Postsecondary Education, the University of Rhode Island, and the Union agree that if and when the University or other employer offers employment to a member of the bargaining unit such work may be accepted with pay providing such work and its preparation are done outside the individual's working hours and that the work and its preparation do not interfere with the performance of the individual's job duties and responsibilities.

ARTICLE XVIII ... STUDENT EMPLOYMENT

18.1 The parties agree that the primary function of student workers is to assist University employees and not supervise or direct members in Local 2877.

ARTICLE XIX ... SALARY PROVISIONS

19.1 Salary schedules are set forth in Appendix A-1, A-2, A-3

Effective January 1, 2019, employees shall receive a 2.5 percent (2.5%) across-the-board salary increase. Effective July 1, 2019, employees shall receive a 2.5 percent (2.5%) across-the-board salary increase.

Effective July 1, 2020, employees shall receive a 2.5 percent (2.5%) across-the-board salary increase.

ARTICLE XX ... RECLASSIFICATION APPEAL PROCESS

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

20.2 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 permanent 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:

20.3 a. The employee shall request a review by the Office of Human Resource Administration who will meet with the individual and the Union within two (2) weeks following the request.

20.3 b. The Office of Human Resource Administration will respond in writing to the employee and the Union stating a recommendation for approval or disapproval and the reasons for actions within one (1) week following the meeting.

20.3 c. If agreement is reached with the employee and the Union, the recommendation will go directly to the Personnel Review Committee for a hearing in accordance with the provisions of paragraph 20.5.

20.3 d. If an agreement cannot be reached with the employee, the appeal will be directed to the committee specified in paragraph 20.4.

20.4 a. The employee shall request a review by a three (3) member committee comprised of one (1) member appointed by the University President, (1) member appointed by the President of the Union and one (1) member appointed by the President of the University with the approval of the Union.

20.4 b. The committee will meet with the employee within two (2) weeks following receipt of the request.

20.4 c. The employee and/or the Union shall have the right to present evidence and testimony in support of his/her claim.

20.4 d. The majority decision of the committee shall be set forth in writing, with reasons, within one (1) week following the meeting.

Personnel Review Committee

20.5 a. The written decisions of the above-mentioned committee will be forwarded to the Rhode Island Council on Post-Secondary Education Personnel Review Committee (PRC), the employee, and the Union within one (1) week of the issuing of a decision.

20.5 b. The Personnel Review Committee will consider the appeal within 40 calendar days.

20.5 c. Decisions by the committee shall be reviewed by the Personnel Review Committee in an impartial and judicious manner.

20.5 d. The Personnel Review Committee shall render its final decision within fifteen (15) days of the hearing. The decision shall be in writing.

20.5 e. If the appeal is denied, specific reasons, based on the evidence presented shall be set forth. Denials shall not be based upon monetary reasons. A simple majority vote is required for a decision.

20.6 The employee and the Union 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 Union 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 employee. The decision of the PRC is final and not grievable.

ARTICLE XXI ... NO STRIKES OR LOCKOUTS

21.1 The Union 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 contract.

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 Should any provision of this agreement or any application thereof be unlawful by virtue of any federal or state law, such provision of this agreement shall be null and void, but in all other respects the provision of this agreement shall continue in full force and effect for the life thereof.

ARTICLE XXIV ... IMPLEMENTATION PROVISION

24.1 The parties agree that the new contract herein negotiated shall be for the time period of July 1, 2018 to June 30, 2021.

24.2 Except as otherwise expressly changed or amended herein, the parties mutually agree that all provisions contained within the existing agreement shall remain in full force and effect for the term of the new agreement.

24.3 Contract provisions expressly changed or amended herein shall be in full force and effect until expiration of the new agreement.

24.4 The parties further agree and recognize that the existing agreement and negotiated improvements are the result of intensive negotiation efforts made by the existing parties to the agreement, that is, the Council on Postsecondary Education and the PTAA - Local 2877, AFSCME Council 94, AFL-CIO

ARTICLE XXV ... TERMINATION OF AGREEMENT

25.1 This agreement shall be in effect as of the 1st day of July, 2018, and shall remain in full force and effect until the 30th day of June, 2021. 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 ninety (90) days prior to the anniversary date that it desires to modify this agreement.

25.2 This agreement shall remain in force during negotiations. 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.

Appendix A-1 ... PAY PLAN EFFECTIVE January 1, 2019 (2.5% ATB)

PTAA PAY PLAN		
EFFECTIVE January 1, 2019 (2.5% ATB)		
<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	26,943	38,863
2	28,214	40,353
3	30,226	43,445
4	32,306	46,734
5	34,765	50,294
6	37,140	54,235
7	39,894	59,215
8	42,776	63,108
9	46,041	68,990
10	49,285	74,434
11	53,038	79,986
12	56,895	86,500
13	61,199	92,982
14	65,672	100,483
15	70,717	108,114
16	75,953	117,091
17	81,568	126,564
18	87,569	136,444

Appendix A-2 ... PAY PLAN EFFECTIVE July 1, 2019 (2.5% ATB)

PTAA PAY PLAN		
EFFECTIVE July 1, 2019 (2.5% ATB)		
<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	27,617	39,834
2	28,920	41,362
3	30,982	44,531
4	33,114	47,902
5	35,634	51,551
6	38,068	55,591
7	40,891	60,696
8	43,846	64,686
9	47,192	70,714
10	50,517	76,295
11	54,364	81,986
12	58,317	88,662
13	62,729	95,306
14	67,314	102,995
15	72,485	110,817
16	77,851	120,018
17	83,608	129,728
18	89,758	139,855

Appendix A-3 ... PAY PLAN EFFECTIVE July 1, 2020 (2.5% ATB)

PTAA PAY PLAN		
EFFECTIVE July 1, 2020 (2.5% ATB)		
<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	28,307	40,830
2	29,642	42,396
3	31,756	45,644
4	33,941	49,100
5	36,525	52,840
6	39,020	56,980
7	41,914	62,213
8	44,942	66,303
9	48,372	72,482
10	51,780	78,203
11	55,723	84,035
12	59,775	90,879
13	64,297	97,689
14	68,996	105,570
15	74,297	113,587
16	79,798	123,019
17	85,698	132,971
18	92,002	143,351

Appendix B ... List of the Employee Classifications

The following is a list of the employee classifications represented by the bargaining unit as of the signing date of the contract. An updated list is maintained by the University and can be obtained from the University's Human Resources Office.

TITLE	HOURS	WORKWEEK	GRADE
Accountant (Accounts Payable)	35	NSt35	9
Accountant (International Research)	35	NSt35	9
Accountant (Research Receivables)	35	NSt35	9
Accountant (Cash Reconciliation)	35	NSt35	9
Administrative Assistant III	35	St35	6
Animal Technician	35	NSt35	9
Artist	35	St35	10
Clinical Counselor	35	NSt35	13
Customer Service Rep (RAM Computers)	35	NSt35	8
Editor	35	St35	11
Educator III	35	NSt35	14
Educator IV	35	NSt35	16
Hall Director	35	NSc35	5
Hall Director II	35	NSc35	7
Information Technologist	35	NSt35	10
Laboratory Technician II	35	NSt35	11
Lead Information Technologist	35	NSt35	14
Lead Programmer Analyst	35	NSt35	14
Lead Programmer Consultant	35	NSt35	14
Marine Research Assistant I	35	NSc35	1
Marine Research Assistant II	35	NSc35	3
Marine Research Assistant III	35	NSc35	5
Marine Research Assistant IV	35	NSc35	7
MTS Customer Service	35	NSt35	8
Network Technician I	35	NSt35	8
Network Technician II	35	NSt35	10
Network Technician III	35	NSt35	12
Network Technician IV	35	NSt35	14
Photographer, Scientific	35	NSt35	9
Programmer Analyst	35	NSt35	10
Research Assistant I	35	NSc35	1
Research Assistant II	35	NSc35	3
Research Assistant III	35	NSc35	5
Research Assistant IV	35	NSc35	7
Senior Database Administrator	35	NSt35	14
Senior Information Technologist	35	NSt35	12
Senior Programmer Analyst	35	NSt35	12
Senior Programmer Consultant	35	NSt35	12

Senior Technical Programmer	35	NSt35	14
Ship's Technician I	35	NSc35	8
Ship's Technician II	35	NSc35	10
Ship's Technician III	35	NSc35	12
Ship's Technician IV	35	NSc35	13
Ship's Technician V	35	NSc35	14
Technologist, Imaging Services	35	NSt35	9
Technical Programmer	35	NSt35	12
Technician I	35	St35	7
Technician II	35	St35	9
Technician III	35	St35	11
Technician (New Media)	35	St35	7
Technician (NBS Support)	35	St35	7
University Photographer	35	NSt35	11
University Police Corporal	40	NSc40	11
University Police Lieutenant	40	NSc40	12
University Police Officer I	40	NSt35	7
University Police Officer II	40	NSt35	10
University Police Officer III	40	NSt35	10
University Police Sergeant	40	NSc40	11
University Psychologist	35	NSt35	14
Writer	35	St35	10

11.1.1 Schedule, St35

11.1.2 Schedule, St40

11.1.3 Schedule, NSt35

11.1.4 Schedule, NSt40

11.1.5 Schedule, NSc35

11.1.6 Schedule, NSc4

MEMORANDUM OF AGREEMENT ... Academic Year Positions

**MEMORANDUM OF AGREEMENT
BETWEEN PTAA/AFSCME
AND Rhode Island Council on Postsecondary
Education/University of Rhode Island
RE: Academic Year Positions 2018-2021 CONTRACT**

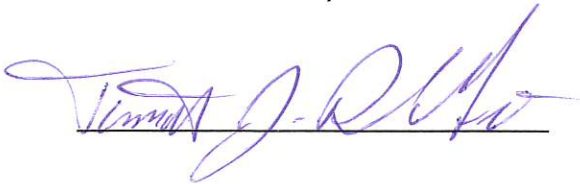
This memorandum of agreement is entered into by and between the PTAA and the Council on Post-Secondary Education/University of Rhode Island on this 1st day July, 2018, and applies during the term of the 2018- 2021 contract.

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 a 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 employee 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 PTAA 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 September 1, 1990 while he/she remains in such position without the agreement of said employee. However, such agreement shall not be required of employees hired on or after September 1, 1990 who may, if eligible under Article 13, assert bumping rights in the event his/her position is converted.
12. An academic year position which is full-time shall be considered full-time for 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 XIII only over other employees in academic year positions.
15. PTAA members who are on academic year appointments shall be granted eleven (11) vacation days. The use of this time shall be determined by prior approval of his/her supervisor, and the appropriate Dean/Director, and the use of such time shall not be unreasonably withheld. These vacation days shall be taken during student breaks, i.e., on the Friday after Thanksgiving, during Christmas recess or Spring recess.
16. Personal days will be prorated for academic year employees.

For the Rhode Island Council on
Postsecondary Education



For the Union



LETTER OF AGREEMENT ... Academic Year Positions

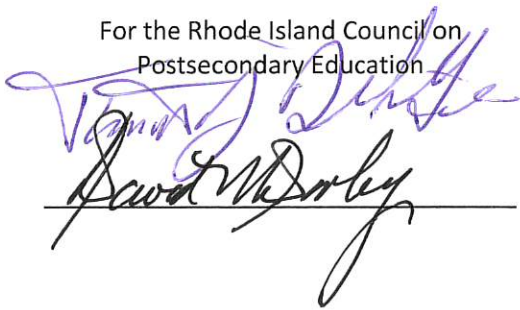
LETTER OF AGREEMENT

**RE: 1997-1999 RI COUNCIL ON POSTSECONDARY EDUCATION
URI/PTAA CONTRACT Concerning Section 11 of the
Letter of Agreement on Academic Year Positions**

During the term of this contract the University shall not convert from calendar to academic year the work year of an employee hired on or after September 1, 1985, while he/she remains in his/her initial position, without first negotiating the matter with the union. However, this shall not be construed to limit the management rights of the Council on Postsecondary Education and the University regarding job abolishment, layoff reorganization, job establishment, etc.

This letter shall expire on June 30, 2021.

For the Rhode Island Council on
Postsecondary Education



For the Union



LETTER OF UNDERSTANDING ... Re: Contract Appendix B

LETTER OF UNDERSTANDING Between PTAA and the University of Rhode Island Re: Contract Appendix B

The parties agree that those titles in Appendix B in the 2011-13 contract listed below and which do not reflect a work week indicator shall be converted as indicated as said positions become vacant or as upgrades occur on an individual basis.


POSITION	FROM	TO
Programmer positions	St35	NSt35

This letter of understanding shall remain in full force and effect until June 30, 2013

- 11.1.1 Schedule, St35
- 11.1.2 Schedule, St40
- 11.1.3 Schedule, NSt35
- 11.1.4 Schedule, NSt40
- 11.1.5 Schedule, NSc35
- 11.1.6 Schedule, NSc40

For the Rhode Island Council on
Postsecondary Education

For the Union





LETTER OF AGREEMENT ... Permanent Increased Workload

LETTER OF AGREEMENT

The parties agree that there may be situations in which members of the bargaining unit have been assigned permanent responsibilities for an increased workload which do not warrant pay grade increases.

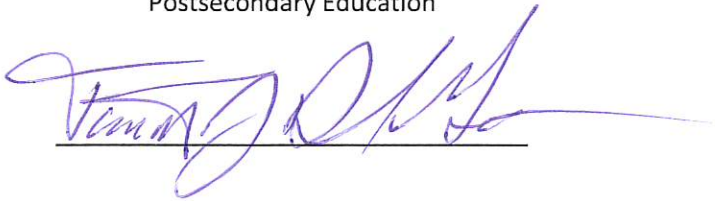
In such circumstances, an employee may initiate a review on the above.

Supervisors may also recommend, with written approval of 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 union will be notified of all such awards. In the event of a denial, the union and the employee will receive notification in writing stating the reason for denial within thirty (30) days of the recommendation or request.

The decision regarding the granting of such an increase shall rest with the president, or designee, and shall not be grievable.

All such recommendations must be forwarded to Human Resources.

For the Rhode Island Council on
Postsecondary Education



For the Union



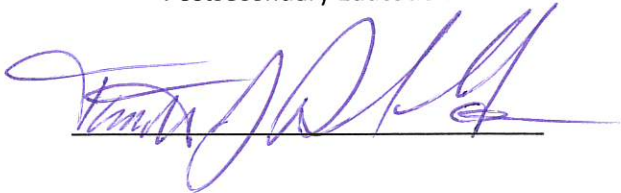
LETTER OF AGREEMENT ... Shift Differential for University Police
Officers

LETTER OF AGREEMENT


Shift Differential for University Police Officers

University Police Officers I, II, III, Corporals, Sergeants and Lieutenants who are scheduled to work more than 16 hours per week between 4:00pm and 8:00am shall receive a shift differential in the amount of seventy-five cents per hour in addition to their regular hourly wages, excluding overtime.

For the Rhode Island Council on
Postsecondary Education



For the Union



LETTER OF AGREEMENT ... Re: Hiring

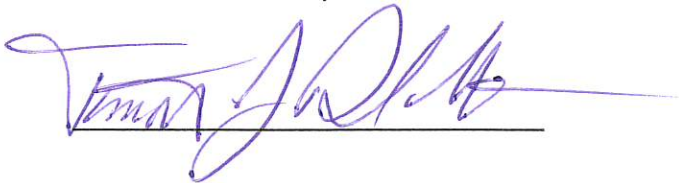
LETTER OF AGREEMENT Re: Hiring

New employees may be hired up to the maximum of the salary range for a position with the approval of the Office of Human Resource Administration.

In the event the University hires a new employee above the minimum of the pay grade, members of the bargaining unit employed within the same classification and department, whose salaries are below that of the new hire, may petition the Office of Human Resource Administration for a review of their salary based on the criteria established by the department for hiring above the minimum. The Office of Human Resources shall compare the education, experience and specific qualifications of the new hire to determine whether a salary adjustment is appropriate. The determination of the Office of Human Resources shall be in writing.

A department is defined as a unit that is headed by an Assistant Vice President, Vice Provost, Dean, or Director, in that order.

For the Rhode Island Council on
Postsecondary Education



For the Union



LETTER OF AGREEMENT ... HRL OVERTIME/COMPENSATORY TIME OFF

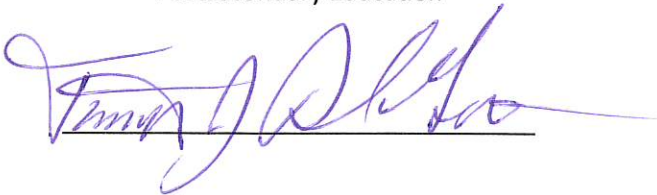
LETTER OF AGREEMENT
Between the
PROFESSIONAL/TECHNICAL ADMINISTRATIVE ASSOCIATION,
Local 2877, Council 94, AFL-CIO
And the
URI DEPARTMENT OF HOUSING AND RESIDENTIAL LIFE:
OVERTIME/COMPENSATORY TIME OFF

The University and the Union mutually agree that Hall Directors (HD's), union members employed by the Department of Housing and Residential Life, shall be covered by the following overtime/compensatory time off provisions.

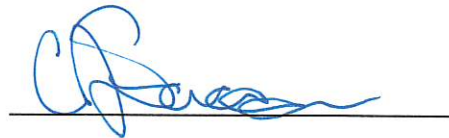
1. **Advanced Compensatory Time**
 - a. Compensatory time is awarded to Hall Directors in advance to reflect the responsibilities of the Hall Director role. The compensatory time outlined below is awarded in two equal installments of 70 hours each on pay period #1 and #14. Unused hours of the first installment will be carried over to the second installment period. All compensatory time must be discharged prior to the end of the fiscal year. New hires shall be awarded a pro-rated share of the installment based on their start date.
 - b. Over thirty-five (35) hours. In exchange for job duties and responsibilities performed during the academic year in excess of the thirty-five (35) hour work week, HD's shall earn 119 hours of compensatory time off. Said compensatory time shall be discharged ideally during breaks, when student presence in the residence halls is reduced, or on occasional days during the course of each semester with the approval from the Director of Housing, and Residential Life; such permission shall not be reasonably withheld.
 - c. Spring and fall residence hall closings. In exchange for job duties and responsibilities performed in excess of thirty-five (35) hours during fall and spring semester residence hall closings, HD's shall earn twenty-one (21) hours of compensatory time off. Said compensatory time shall be discharged ideally during breaks when student presence in the residence halls is reduced or on occasional days during the course of each semester with prior approval from the Director of Housing and Residential Life or a designee; such permission shall not be unreasonably withheld.
2. **Accrued Compensatory Time/overtime**
 - a. Resident Assistant (RA) training & fall semester, residence hall opening. In exchange for job duties and responsibilities performed in excess of thirty-five (35) hours during fall Resident Assistant (RA) training and fall semester, residence hall openings, HD's shall earn compensatory time off at the rate specified in the "OVERTIME, CALL-IN TIME AND SEA PAY" provisions of said contract. Said compensatory time shall be paid as overtime on the bi-weekly payroll. The number of additional training and opening work hours shall be mutually determined prior to RA training by the union area steward(s) and chief steward and the Director of House and Residential Life or his/her designee.

- b. Emergencies, special work and projects within a HD's assigned residence halls.
Emergencies, special work and projects within a HD's assigned residence halls which are authorized by the Director of Housing and Residential Life and fall beyond the scope of the present HD position description shall be compensated according to the "OVERTIME, CALL-IN AND SEA PAY" provisions of said contract; compensatory time off shall be paid as overtime if not discharged within thirty (30) calendar days.
 - c. Emergencies, special work and projects outside a HD's assigned residence halls.
Emergencies, special work and projects outside a HD's assigned residence halls which are authorized by the Director of Housing and Residential Life and fall beyond the scope of the present HD position description shall be compensated according to the principle of seniority and shall be compensated according to the "OVERTIME, CALL-IN TIME AND SEA PAY" provisions of said contract; compensatory time off shall be paid as overtime if not discharged within thirty (30) calendar days.
- 3. This agreement shall commence on July 1, 2014 and shall be automatically renewed annually, unless either party shall notify the other in writing at least ninety (90) days prior to June 30th of the calendar year that it wishes to modify or discontinue the agreement.
 - 4. A record of overtime compensation, signed by each member, shall be furnished to the Director of Housing and Residential Life and to the Union.
 - 5. No change shall be made in this agreement unless mutually agreed in writing by both parties as designated below.

For the Rhode Island Council on
Postsecondary Education



For the Union



LETTER OF AGREEMENT ... Merit Bonuses

LETTER OF AGREEMENT

In order to recognize and reward members of the bargaining unit for outstanding performance, which may include the attainment of job related professional certifications and/or advanced degrees, the University agrees to establish a procedure for awarding lump sum merit bonuses.

Members of the bargaining unit (except those in the classifications of UPO I and UPO II) who have completed their probationary period will be eligible for lump sum merits bonuses in the amounts listed below:

\$750.00
\$1000.00
\$1250.00

The respective Vice President/Provost may award a merit bonus based upon the recommendation of the dean/department director, after the completion of annual evaluations. Evaluations and recommendations will be completed no later than March 31, 2020 and March 31, 2021, and the bonuses shall be distributed prior to the end of FY20 and FY21. The union will be notified of the individual merit increases prior to payment. The decisions of the Vice President/Provost concerning the awarding of the merit bonuses shall not be grievable.

This Memorandum shall expire on June 30, 2021.

For the Rhode Island Council on
Postsecondary Education



For the Union



Memorandum of Agreement ... Promotion to University Police Officer III

MEMORANDUM OF AGREEMENT BETWEEN THE COUNCIL ON POSTSECONDARY EDUCATION AND THE PTAA

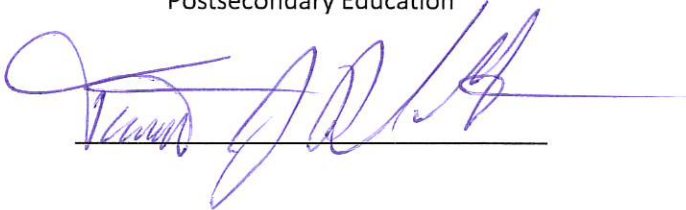
In order to recognize and retain campus police officers for exemplary service, the parties agree to establish an in-grade promotion to UPO III for University Police Officer II who meet the following criteria:

1. At least two years of service as a University Police Officer II at the University.
2. A satisfactory or higher performance evaluation during the previous year. Any officer with either an "unsatisfactory" or "needs improvement" on any performance observation form during the previous year will not be eligible for consideration.
3. UPO II must have an associate degree or sixty (60) college credits or two years (2) of full-time military experience or four (4) years of part-time military experience.
4. Must have demonstrated proficiency in written communication skills.
5. Demonstrated strong interpersonal and verbal communication skills.
6. Must satisfactorily pass a formal oral review process.

Application Process

1. Applications will be accepted during the first two (2) weeks of January and the first two (2) weeks of July for those who are eligible.
2. Written applications must be hand-delivered to the Director, Public Safety and/or the Major.
3. A member of the police command staff (Chief, Major, or Captain) will chair the oral review committee. The committee will ordinarily conduct the oral reviews of the candidates during the last two (2) weeks of January and the last two (2) weeks of July or within four (4) weeks of receiving an application.
4. Members of the review board may include a student representative appointed by Student Affairs, a representative from an outside law enforcement agency and a representative from PTAA.
5. The Review Board shall determine if the applicant meets the criteria for promotion.
6. The in-grade promotion will be effective at the beginning of the pay period following the application deadline.
7. Successful applicants will receive up to a ten (10) percent in-grade salary adjustment not to exceed the maximum for the pay grade.

For the Rhode Island Council on
Postsecondary Education



For the Union



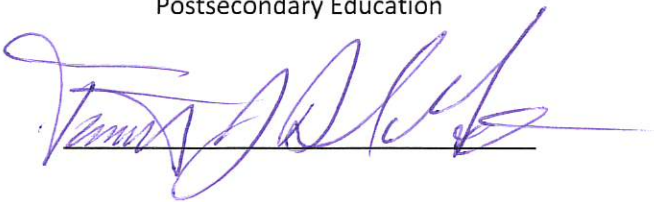
Memorandum of Agreement ... 4/3 schedule for patrol officers

MEMORANDUM OF AGREEMENT BETWEEN THE COUNCIL ON POSTSECONDARY EDUCATION AND THE PTAA

The parties agree to establish a rotating 4/3 (four days on and three days off) work schedule for patrol officers effective May 1, 2019. The schedule shall be adjusted by one day each quarter to allow patrol officers to adjust their days off.

1. Prior to May 1, 2019 all university police officer assignments, including those at remote locations and special assignments, shall be re-bid by seniority.
2. Thereafter, patrol officers shall be allowed to bid assignments on an annual basis. Bids shall be submitted no later than September 15th of each year, with an implementation date of January 1st of the following year.
3. At the end of the first year the parties agree to meet to discuss, confer and negotiate changes to the schedule.

For the Rhode Island Council on
Postsecondary Education



For the Union




Signature Page

In witness whereof, the parties hereto have set their hands on this day of 3rd ~~March~~ March of 2020

For the Council on Postsecondary
Education



Chairman of the Postsecondary Education



Commissioner of the Postsecondary
Education


President, University of Rhode Island



Director, Labor Relations

For URI/PTAA, Local 2877
RI Council 94 AFSCME, AFL-CIO


President, URI/PTAA, Local 2877


Negotiation Committee Member


Negotiation Committee Member


Negotiation Committee Member


Chief Negotiator, Council 94


President, Council 94