

AGREEMENT

BETWEEN

UNIVERSITY OF RHODE ISLAND  
PHYSICIANS' ASSOCIATION/NEARI

AND THE

RHODE ISLAND  
COUNCIL ON POSTSECONDARY EDUCATION

2018 - 2021

## **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.

## **MEMORANDUM OF AGREEMENT**

Into this Agreement entered into this September 1, 2018 between the Rhode Island Council on Postsecondary Education and the University of Rhode Island Physicians' Association/NEARI, 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, the term "Association" shall mean the University of Rhode Island Physician's Association/NEARI and the term "Director of Health Services" shall mean the Administration.

## **ARTICLE I** **RECOGNITION**

The Council hereby recognizes the University of Rhode Island Physician's Association/NEARI as the sole and exclusive bargaining agent for all employees within the bargaining unit. The bargaining unit consists of those classes of positions found appropriate as a result of the petition submitted in case number EE-3206 and any such positions which may be added or deleted by the State Labor Relations Board.

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

## **ARTICLE II** **MANAGEMENT RIGHTS**

The Association recognizes that the Council, the Commissioner of Postsecondary Education and the Administration of the University have responsibility and authority to management and direct, in on behalf of the public, all the operations and activities of the University, including Health Services, to the full extent authorized by law.

Except as hereinafter specifically provided, the operation and administration of the University of Rhode Island, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Council and its Chairman and their duly designated representative. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Council or any agent thereof.

**ARTICLE III**  
**NON-DISCRIMINATION CLAUSE**

The Council and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, gender identity and expression, physical handicap or political affiliation.

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.

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

**ARTICLE IV**  
**DUES DEDUCTIONS**

- A. 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.
- B. 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.
- C. The Council recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Council agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.
- D. The appointing authority shall give written notice to the President of the Union of all new employees within the bargaining unit who become eligible for membership in the PA/NEARI. Said notice shall be given monthly and shall include the employee's name, address, and date of hire.
- E. The Council will discontinue such deductions if notified by the Union in writing. In the event the Council receives such notification by an employee, it shall refer the employee to the Union. The Union is fully responsible for responding to any objections by an employee regarding their dues, fees, and assessments deduction.
- F. The Union shall indemnify and save the Council/State harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Council/State in reliance upon the Union's representation that its dues, fees, and assessments have been lawfully increased and in accordance with the Union's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.
- G. The Council agrees that it shall forward twice each year to the Union the list of bargaining unit members for the local union and their mailing addresses.

**ARTICLE V**  
**RIGHTS OF THE ASSOCIATION**

- A. No Association member or representative shall be discriminated against as a result of membership in the Association.
- B. Nothing contained herein shall be construed to deny or restrict any employee's rights he may have under the General Laws of the State of Rhode Island or other applicable laws.
- C. The Council recognizes the Association's right to have access through the Medical Director to information from the Director of Health Services relative to budget and staffing projections as they pertain to this unit, names and addresses and salaries of all employees in the bargaining unit and agenda of all open Council on Postsecondary meetings. Where material is normally available to the public, the Association will utilize the avenues of acquisition as the public. It is understood that this shall not be construed to require the University to compile information and statistics that are not readily available. Upon written request, the Association shall furnish information requested by the University.
- D. In the case of a reorganization, the University will notify the Association in writing of the pending reorganization in Health Services, specifying effects on all positions within the bargaining unit affected by the reorganization, twenty (20) days prior to its implementation.
- E. The President of the University will meet with the President of the Association when either feels it is necessary to meet at the mutual convenience of both parties.

**ARTICLE VI**  
**PERSONNEL FILES**

- A. The University shall maintain (1) official personnel file for each employee who is subject to this Agreement. Such files shall contain copies of personnel transactions, official correspondence with the employee and evaluation reports prepared by the University and other relevant documents.
- B. The employee shall have the right to examine his official personnel file 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. The employee will be informed by the Personnel Office of any material placed or removed from the personnel file.
- C. A member of the bargaining unit shall have the right to reproduce all documents in his or her personnel file, except as noted above, at the employee's expense.
- D. No anonymous material shall be placed in the employee's official personnel file.
- E. Materials shown to be false or anonymous shall be removed from the employee's official personnel file. The burden of proof of false or anonymous material shall rest with the

employee. The personnel office shall be responsible for notifying in writing any persons or organizations to which it may have forwarded the material.

## **ARTICLE VII**

### **CONDITIONS OF EMPLOYMENT**

A. Full-Time Personnel

The following physicians or their permanent replacements shall be required to work twenty (20) clinical, patient care related hours per week, during the academic year and are considered for purposes of this Agreement the full-time continuing personnel and whose positions shall constitute the bargaining unit:

Roger Ashley, and Fortunato Procopio, Stacey Pappas and Carla Varccaro.

The Director of Health Services shall appoint future full-time personnel and replacements, after consultation with the President of the Association and the Medical Director.

B. Academic Year

Subject to change by the Administration, the academic year shall consist of August through May excluding University holidays, as they may change from year to year. Hours not worked during the academic year as the result of State holidays, will be rescheduled by the Medical Director. The parties recognize that additional coverage may be required during the winter break, spring break, and summer break. Any such work shall be mutually agreed upon, at the agreed upon rate of compensation, by the physician Medical Director and with the prior approval of the Director of Health Services.

C. Physician's Schedule

The daily schedule of physician work hours shall be determined by the Medical Director in consultation with the physicians but shall be subject to the approval of the Director of Health Services and shall also be in concert with the University schedule.

D. Health Facility Schedule

The schedule of physician coverage, as described below, shall take place only during the academic year, except as specifically noted in Sections F and G.

The weekly schedule of physician coverage for the Health Facility as determined by the Medical Director with the prior approval of the Director of Health Services shall be 115 hours per full week of delivered primary health care on weekdays, and two (2) hours of primary health care on Saturday, and in addition, two (2) hours on Sunday, if mutually agreed to by the Medical Director and the Director of Health Service, for a total of 117 or 119 hours of delivered primary health care.

- E. During one (1) hour per week, all full-time physicians shall attend a patient-care conference, and during one (1) hour per month all full-time physicians shall attend a business meeting. These meetings shall be in addition to the one hundred seventeen (117) hour work week and compensated at the usual rate.

In addition, the Medical Director, with the approval of the Director, shall schedule physicians for "on call" status during periods when Health Services is open, but a physician is not on-site, according to the same schedule as in (B) above and at the same on-call rate.

- F. During the first week of inter-session and during Spring Break week, one (1) hour per day of on-call (telephone consultation only) will be scheduled per day at the primary care rate.
- G. During the week preceding and the week following the academic year, a total of twenty (20) hours of physician services will be provided each week as scheduled by the Medical Director with the prior approval of the Director of Health Services.

H. Medical Director Coverage

1. If the members of the Association are not available to provide the schedule of physician services described in Section (D) above, the Medical Director will be responsible for selecting other physicians to provide such services. In the absence of the Medical Director, or the Director of Health Services, his or her designee from the URIPA will assume that responsibility. The Medical Director or said designee will select such a substitute physician from a list approved by the Director of Health Services and may direct the appropriate clerical employee to do the contacting. Physicians hired on a substitute, consulting or extended coverage basis will not be considered members of the bargaining unit.
2. When physician is already scheduled and working at Health Service that day:
  - Stipend 10% above usual hourly pay
  - Minimum of 2 hours of Administrative Time per day if the Medical Director is away one week or less.
  - Equivalent of 10 hours/week of Administrative Time if the Medical Director is away greater than one week.
  - If called after hours, to be compensated at the hourly call wage plus 10% with minimum payment of 1 hour.
  - If called in to work to be compensated at the hourly wage plus 10% to be compensated in one hour increments.
3. When physician not scheduled to be working at Health Services that day:
  - Payed at On Call rate during any hours that Health Services is open.
  - If called during or after Health Services hours, to be compensated at the hourly call wage.
  - If called in to work, to be compensated at the hourly wage plus 10% to be compensated in one hour increments.
  - In the event of a long term absence of the Medical Director, the Director will negotiate with the URIPA the coverage for an extended period including on-call, hourly and administrative time.

I. Extended Coverage

The Medical Director may, with prior approval by the Director of Health Services, arrange for the provision of physician services during the academic year beyond those described in Section (D), when such services are deemed necessary by the Medical Director and the Director of Health Services. The Medical Director may utilize Association members if available or physicians from the list approved by the Director of Health Services for such purposes.

J. Professional Development Fund

The University shall provide an annual professional development fund in the amount of \$3100.00 for each association member who is board certified. This fund can be only used to pay for assessments, license, meetings, or courses necessary to maintain licensure or to maintain board certification and expenses attendant to these. Any member of the bargaining unit shall have as a condition of employment all licenses required, be Board eligible/Board certified, and/or have hospital privileges. In addition, members of the bargaining unit must hold and maintain the credentials as required for third party reimbursement.

K. Members of the bargaining unit shall be granted five (5) sick leave days at the beginning of each academic year. Sick days may accumulate to a maximum of fifteen (15) days. Sick leave with pay is defined to mean a necessary absence from work due to illness, injury or exposure to contagious disease. Sick time discharge must be reported on a monthly exception report to the Payroll Office.

L. Physicians will be evaluated bi-annually by the Medical Director, Health Services with a secondary review by the Director, Health Services. A written statement of evaluation shall be placed in the physician's personnel file, with a copy to the physician. The physician may comment in writing, and said comments shall be attached to the evaluation.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Board and the Association or between the Board and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

There shall be a grievance procedure as follows:

- A. A grievance shall be presented by the aggrieved to the Director of Health Services 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 Director of Health Services shall attempt to settle the grievance within two (2) working days of its receipt.
- B. If the grievance is not resolved in Step 1, it shall be reduced to writing within three (3)

working days after the Director's decision and submitted to the University President or his designee who shall grant a hearing to the aggrieved within five (5) working days of the receipt of the written grievance. A written decision shall be rendered within five (5) working days of the conclusion of the hearing.

- C. If the grievance is not resolved in Step 2, it shall be submitted within five (5) working days of the President's decision to the Commissioner of Higher Education or his designee, as agent for the Board of Governors, who shall grant a hearing to the aggrieved within ten

(10) working days of the receipt of the grievance. A written decision shall be rendered within ten (10) working days of the conclusion of the hearing.

- D. Arbitration- If a grievance is not settled under Article VIII, such grievance shall, at the request of the Association or the Board, be referred to the American Arbitration Association in accordance with its rules then obtained.

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.

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

All submissions to arbitration must be made within ten (10) working days after the grievance procedure decision.

## **ARTICLE IX**

### **OUTSIDE EMPLOYMENT**

Members of the Physicians' Association are expected to carry out their full position responsibilities. Outside employment is permissible provided that said employment does not interfere with the employee's duties and responsibilities to the University.

## **ARTICLE X**

### **SALARIES 2018 - 2021**

Association Physicians shall be compensated at the rate of one hundred thirteen dollars and eighty-nine cents (\$113.89/hour) per hour as of September 1, 2018. As of September 1, 2019, the compensation rate will be one hundred sixteen dollars and seventy-four cents (\$116.74) per hour and as of September 1, 2020, the compensation rate will be one hundred nineteen dollars and sixty-six cents (\$119.66) per hour.

The on-call rate shall be nineteen dollars and seventy-seven cents (\$19.77/hour) per hour, which shall apply to primary health care provided while on call, as of September 1, 2018. As



of September 1, 2019, the on-call rate shall be twenty dollars and twenty-six cents (\$20.26) per hour and as of September 1, 2020, the on-call rate shall be twenty dollars and seventy-seven cents (\$20.77) per hour.

## **ARTICLE XI**

### **FRINGE BENEFITS**

#### A. Retirement

Full-time employees in this bargaining unit are required to participate in the Teachers' Insurance and Annuity Association and the College Retirement Equities Fund (TIAA/CREF) annuity program after completion of two (2) years of employment and attainment of age thirty (30). All employees in the bargaining unit must retire in accordance with the provisions of TIAA/CREF.

#### B. Disability Insurance

All full-time employees who are members of TIAA/CREF or who will be eligible for membership in the future and who have one (1) year of service at the University are covered by disability insurance.

#### C. Group Life Insurance

It is agreed that all employees shall be eligible to participate in the State Employees Group Life Insurance Program as established in 32-12 of the General Laws of 1956, as amended.

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

#### D. Tax Deferred Annuity Program

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

#### E. Health Benefits

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

Effective January 1, 2019, the State shall offer three plan designs called Anchor Plus Plan, Anchor Plan and Anchor Choice with HSA Plan. These plan design shall include the following components:

A Medical Necessity program

A PCP Coordination of Care program

A Place of service Tiering for Imaging Services program

A Cancer Support Program

Bariatric Resource Services

**A) Anchor Plus Plan**

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

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

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

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

- 1) Preventative care office visits are covered in full;
- 2) Office visit (non-preventative) PCP - \$15 copay;
- 3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);
- 4) Chiropractic care - \$15 copay;
- 5) Diagnostic tests (X-rays, blood work) – no charge;
- 6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);
- 7) Inpatient hospital – coinsurance after deductible;
- 8) Outpatient surgery - coinsurance after deductible;
- 9) Mental Health/Substance Use Disorder – in patient: coinsurance after deductible, outpatient: \$15 copay;
- 10) Emergency room - \$125 copay;
- 11) Ambulance – covered in full;
- 12) Urgent care - \$50 copay;
- 13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

**B) Anchor Plan:**

In Network Deductible*	\$1,000 (\$2,000 family)
In Network Out of Pocket Max**	\$2,000 (\$4,000 family)
Out of Network Deductible	\$2,000 (\$4,000 family)

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

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

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

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

- 1) Preventative care office visits are covered in full;
- 2) Office visit (non-preventative) PCP - \$15 copay;
- 3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);
- 4) Chiropractic care - \$15 copay;
- 5) Diagnostic tests (X-rays, blood work) – no charge;
- 6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);
- 7) Inpatient hospital – coinsurance after deductible;
- 8) Outpatient surgery - coinsurance after deductible;
- 9) Mental Health/Substance Use Disorder – in patient: coinsurance after deductible, outpatient: \$15 copay;
- 10) Emergency room - \$125 copay;
- 11) Ambulance – covered in full;
- 12) Urgent care - \$50 copay;
- 13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

**C) Anchor Choice with HSA Plan:**

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

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

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

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

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

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

### Insurance

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

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

### Individual

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

Family

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

A) Anchor Plus Plan and Anchor Plan:

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

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

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

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

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

Maximum fill is a 3-month supply.

B) Anchor Choice with HSA Plan:

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

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

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

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

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

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

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

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

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

- 1) Add sealants as preventative benefits for children under age 14, covered at 100%
- 2) Remove the \$400 inside maximum for periodontal services
- 3) Increase the lifetime maximum for orthodontic services from \$850 to \$1,500
- 4) Extend coverage to dependent children to age 26

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

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

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

#### Flex Plan

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

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

#### Wellness Incentives

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

#### A) Rewards for Wellness

1. Employees participating in the State medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in the medical insurance co-share payments up to a maximum of \$500 per year. Activities shall be available for completion between January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year (an “activity year”). The earned reductions in medical insurance

co-share payments shall be awarded to active employees participating in the State's medical plan in the first half of the calendar year following each activity year.

2. The Rewards for Wellness program will integrate prevention and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, wellness coaching programs, preventative screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points assessing an individual's overall health.

#### B) Annual Preventive Exam Incentive

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

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

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

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

insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement.

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

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

The State will allow a bargaining unit member to opt out of employer provided health insurance consistent with the opt-out provisions of the State's Section 125 Cafeteria Plan and applicable IRS Regulations.

Also, the waiver payment for eligible employees will become \$1,001 on 1/1/16.

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

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

#### G. Tuition Waiver

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

Tuition waiver only applies to institutions under the jurisdiction of the Council on Postsecondary Education. This waiver applies to the employee's spouse or domestic partner, as defined in RIGL §36-12-1, and dependent children, as defined below, who are pursuing courses in a regular study program for credit at the first baccalaureate level only, and who are in a program of study at one of the three institutions under the Council on Postsecondary Education's jurisdiction. In the event of an employee's death, the tuition waiver benefit shall be provided for those spouses or domestic partners, as defined in RIGL §36-12-1, and dependent children, as defined below, who have been accepted or are enrolled at the time of such death and who maintain continuous enrollment. For purposes of this policy, "dependent children" is intended to refer to a child, as defined in Internal Revenue Code §§ 117(d), 132(h), and 152(f)(1), of the eligible employee, for whom the eligible employee is entitled to claim and does claim a dependency deduction on their federal personal income tax return under Internal Revenue Code Section 152, including Section 152(e), or both of whose parents are deceased and who has not attained age 25.



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

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

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

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

Tuition waivers are not applicable to non-credit courses.

#### H. In-State Travel

In accordance with the State travel regulations subject to prior written approval of the Director of Health Services.

#### I. Social Security

All full-time members in the bargaining unit shall be enrolled in Federal Social Security Programs and the Board agrees to pay the employer payroll applicable thereto.

#### J. Professional Development Fund

The University shall provide an annual professional development fund in the amount of \$3100.00 for each association member who is board certified. This fund can be only used to pay for assessments, license, meetings, or courses necessary to maintain licensure or to maintain board certification and expenses attendant to these.

Any member of the bargaining unit shall have as a condition of employment all licenses required, be Board eligible/Board certified, and/or have hospital privileges. In addition, members of the bargaining unit must hold and maintain the credentials as required for third party reimbursement.

K. The Medical Director, with prior approval by the Director of Health Services, may authorize bargaining unit members to participate in continuing medical education (CME) activities that support the clinical and business operations of the University of Rhode Island Health Services when the following conditions are met:

1. The request is made in writing to the Medical Director a minimum of one month in advance of the requested date of the CME activity;
2. The Medical Director will approve/deny the CME program within one week and advise the bargaining unit member of determination;

3. All approved CME requests that occur during the bargaining unit member's scheduled work time will not result in loss of pay for the scheduled time;
4. CME activities are funded out of the Professional Development Fund (Article VI, Section J). The Medical Director will retain records of expenditures.

**ARTICLE XII**  
**NO STRIKES OR LOCKOUTS**

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

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

**ARTICLE XIII**  
**ALTERATION OF AGREEMENT**

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.

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 XIV**  
**SAVINGS CLAUSE**

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

**ARTICLE XV**  
**TERMINATION OF AGREEMENT**

- A. This Agreement shall be effective as of the first day of September, 2018, and shall remain in full force and effect until August 31, 2021.

This Agreement shall be automatically renewed from year to year thereafter, commencing the first day of September, 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.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

- B. 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.

- C. In witness whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR THE COUNCIL ON  
POSTSECONDARY EDUCATION**

**FOR THE UNIVERSITY OF RHODE  
ISLAND PHYSICIANS' ASSOCIATION**

\_\_\_\_\_  
Timothy DelGiudice, Chair  
Council on Postsecondary Education

\_\_\_\_\_  
Dr. Roger Ashley  
President, URIPA

\_\_\_\_\_  
Shannon Gilkey, Commissioner  
Council on Postsecondary Education

\_\_\_\_\_  
David M. Dooley, President  
University of Rhode Island

\_\_\_\_\_  
Anne Marie Coleman  
Director of Labor Relations

**LETTER OF AGREEMENT**  
**RE: MEDICAL MALPRACTICE INSURANCE**

The Council on Postsecondary Education and the Physicians' Association hereby agree that during the term of this Contract, September 1, 2019 to August 31, 2021, the Council will provide medical malpractice insurance to the association members based upon the job description at URI Health Services.

**FOR THE COUNCIL  
ON POSTSECONDARY EDUCATION**

**FOR THE PHYSICIANS' ASSOCIATION**

\_\_\_\_\_  
Timothy DelGuidice, Chair  
Council on Postsecondary Education

\_\_\_\_\_  
Dr. Roger Ashley  
President URI/PA/NEARI

\_\_\_\_\_  
Anne Marie Coleman,  
Director of Labor Relations

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**September 1, 2019 to August 31, 2021**  
**Utilization of Holiday Hours by Physicians**

- I. The Medical Director will complete and retain an ongoing log for each staff physician on a prospective and/or timely basis.
1. Assigned In-Service schedules, additional clinical hours requested by the Medical Director, document preparation and review, and meetings during non-academic year/nonscheduled hours will be automatically posted by the Medical Director.
  2. IRB preparation will be automatically posted according to the actual meetings held.
  3. Preparation time for talks, workshops, articles, etc., will be jointly agreed to ahead of time by the physicians and the Medical Director who will post it.
  4. Additional clinical hours requested by the staff physician, either prospectively or retrospectively, will be agreed to by the physician and the Medical Director.
  5. Medical emergencies running over regularly scheduled hours will be submitted by the physician to the Medical Director with appropriate documentation.
- II. The physician will receive a copy of the log at the end of each semester, but may request a copy at any time.

**FOR THE COUNCIL ON  
POSTSECONDARY EDUCATION**

**FOR THE PHYSICIANS' ASSOCIATION**

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Timothy DelGuidice, Chair  
Council on Postsecondary Education

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Dr. Roger Ashley  
President URI/PA/NEARI

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Anne Marie Coleman  
Director of Labor Relations

Date: \_\_\_\_\_