

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE RHODE ISLAND TURNPIKE

AND BRIDGE AUTHORITY

and

UNITED SERVICE AND ALLIED WORKERS

OF RHODE ISLAND

July 1, 2020, to June 30, 2023

TABLE OF CONTENTS

ARTICLES OF AGREEMENT

<u>ARTICLE</u>		<u>Page</u>
	Purpose	1
I.	Recognition	1
II.	Union Security	3
III.	Payroll Deduction	4
IV.	Management Rights	5
V.	Hours of Work	6
VI.	Wages	12
VII.	Part-time Toll Collectors (Deleted)	16
VIII.	Vacations	16
IX.	Sick Leave and Personal Day	17
X.	Seniority	21
XI.	Health Benefits	24
XII.	Retirement/Life Insurance	26
XIII.	Holidays	27
XIV.	Other Paid Leaves	29
XV.	Unpaid Leaves	31
XVI.	Uniforms	33
XVII.	Equal Employment Opportunity	33

XVIII.	Vacancies - Posting	33
XIX.	Grievance Procedure	34
XX.	Arbitration	36
XXI.	Discipline and Discharge	36
XXII.	No Strikes or Lockouts	38
XXIII.	Alteration of Agreement	39
XXIV.	Savings Clause	39
XXV.	Labor-Management Committee	39
XXVI.	Automation/Technological Change	39
XXVII.	Entire Agreement	40
XXVIII.	Termination of Agreement.	41

This Agreement entered into as of the 1st day of July, 2020, by and between United Service and Allied Workers of Rhode Island, hereinafter referred to as the "Union", and the Rhode Island Turnpike and Bridge Authority, hereinafter referred to as the "Employer" or the "Authority." The parties hereby agree to the following:

PURPOSE

It is the purpose of this Agreement to provide a more harmonious and cooperative relationship between the Employer and its employees by providing for procedures that will facilitate free and frequent communication between the Employer and its employees.

By means of this Agreement, therefore, the signatories hereby bind themselves to maintain and improve the high standard of service to the customers of the Employer, and agree further that the high morale and good personnel relations through a stabilized Union relationship are essential to carry out this end.

ARTICLE I – RECOGNITION

1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees in the following classifications: Plaza supervisor; toll collector; collector/supervisor; general maintenance, maintenance employee I, II, III; and IV, as hereinafter defined.

1.2 The bargaining unit shall exclude the Executive Director; the Director of Toll Plaza Operations; the Deputy Director of Toll Plaza Operations; the Director of Engineering; the Chief of Maintenance; the Chief Financial Officer; the Director of Purchasing, the MIS Director, the Executive Director's secretary; all office clerical employees; all safety and security force employees (whose job duties shall have minimal overlap with the bargaining unit work of the Maintenance Division employees); and all temporary and/or casual employees as hereinafter defined. The bargaining unit shall include all other employees.

1.3 A plaza supervisor shall be assigned to work the 7:00 AM. to 3:00 P.M. shift.

1.4 The Employer may hire "temporary" or "casual" employees. A "temporary" or "casual" employee is defined as one who is employed on a non-regular or non-recurring basis and/or who is employed on a day-to-day basis or for a specific project, and in the case of a toll collector shall mean any employee other than a full-time collector referred to above. Casual/temporary employees may be utilized by the Employer whenever full-time employees are not available or when extraordinary circumstances make their employment necessary. The Employer agrees to provide the Union with the names and addresses of all temporary or casual employees who are employed for a specific project, together with the project for which hired and the estimated duration of employment. Temporary and/or casual maintenance employees other than tradesmen and/or craftsmen will not be employed to perform the same duties as full-time maintenance employees covered by this Agreement at wage rates higher than those received by full-time maintenance employees covered by this Agreement. There will be no seasonal casual maintenance employees working for the Employer, except for contractors doing work not normally done by maintenance employees, provided, however, that the Employer may hire seasonal casual maintenance employees to assist the bargaining unit maintenance personnel as deemed necessary by the Authority (the "Seasonal Casual Maintenance" positions).

1.5 The Employer agrees that no employees shall be discriminated against, intimidated or coerced in the exercise of their right to bargain collectively through the Union, or on account of their membership in, or activities on behalf of the Union. The Union agrees that no employees shall be discriminated against, intimidated or coerced in the exercise of their rights under federal or state law.

1.6 The Employer agrees that the Union may appoint two (2) stewards, representing Operations and Maintenance, respectively, to service all bargaining unit employees, provided, however, that only one (1) union steward shall be involved in any given matter, except for steward training purposes and except when an issue involves both Operations and

Maintenance, provided, however, that when both stewards are involved, any contractual obligation that the Authority may have to pay for time spent by a steward shall be limited to one steward, as designated by the Union. The Employer shall be notified by the Union in writing of the appointment of steward(s) and any changes therein.

1.7 Subject to obtaining permission from the departmental supervisor of the steward and the employee involved, a steward may confer during working hours for a reasonable amount of time at the steward's location of work with an employee covered by this Agreement in connection with the investigation and processing of grievances without loss of pay. The departmental supervisor's discretion in granting or refusing such permission shall be exclusive and shall not give rise to a grievance hereunder.

1.8 The Union steward and no more than two (2) other Union members shall be compensated for attending collective bargaining sessions with the Employer as follows: (1) if scheduled to work a shift when a collective bargaining session is taking place, the steward or other Union member shall be paid the same wages he or she would have been paid had the hours worked not included attendance at the collective bargaining session, and (2) if not scheduled to work a shift when a collective bargaining session is taking place, the steward or other Union member shall be granted compensatory time equal to two (2) hours' pay or actual time, whichever is greater, to attend collective bargaining sessions with the Employer.

ARTICLE II - UNION SECURITY

2.1 Employees in the bargaining unit who are members of the Union as of the effective date of this Agreement, and employees who thereafter become members of the bargaining unit, shall, after their thirtieth day of employment, as a condition of employment maintain their membership in the Union in good standing for the duration of this Agreement, to the extent of paying the periodic dues and initiation fee uniformly required as a condition of Union membership. The obligation to become a member of, and to maintain good standing in, the

Union is defined as the duty to tender periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

2.2 The Union will accept as members all present and future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall complain that any employee covered by this Agreement who has become a member of the Union in good standing, has failed to remain a member in good standing during the term of this Agreement, and the Union shall request the discharge of such employee, the Employer and the employee shall be so notified by the Union in writing, and the Employer shall have thirty calendar days following receipt of such notice within which to discharge such employee. If during such thirty-day period the employee shall pay or tender his delinquent dues, the Employer shall not be required to discharge such employee.

In the event the Union fails to notify the Employer and the member or employee as aforesaid within ninety calendar days of the date when the earliest defaulted dues of such member or employee first became due and payable, the Employer shall not be required to dismiss the defaulting member or employee from employment on the ground of failure to pay the required Union dues for any period prior to ninety days preceding notice by the Union.

2.3 The Union shall indemnify and save the Employer harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the Employer in fulfilling the requirements of this Article II and Article III of this Agreement.

ARTICLE III - PAYROLL DEDUCTION

3.1 The Employer shall deduct the Union dues and initiation fee payable by members of the bargaining unit from the wages of those members who have authorized the Employer to do so in writing. The Employer shall forward to the Financial Secretary-Treasurer of the Union, on a monthly basis, the total amount so deducted from the wages of such employees, together with a list of employees from whose wages such deductions have been made.

3.2 If a dues deduction is scheduled to be made during a pay period and an employee is on paid vacation, the dues shall be deducted from the employee's vacation pay. All sums so assigned shall be paid by the Employer to the Union during the month in which deducted.

ARTICLE IV - MANAGEMENT RIGHTS

4.1. Except as specifically prohibited by the terms of this Agreement, the Employer shall retain all the rights, powers, and authority vested in it by law. The Union recognizes and agrees that except as prohibited by this Agreement, the Employer shall be vested with the exclusive authority to manage its business; decide the number and classifications of employees to be employed; the location of work; the machines, tools and equipment to be used; the method and schedules of work; and the right to maintain order and efficiency in its operation; to hire, lay off, assign, transfer and promote employees; to determine the qualifications of employees; to determine the number and schedule of hours to be worked; to make reasonable rules and regulations, not in conflict with the Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and after advance notice thereof to the Union and employees, to require compliance there with; and the right to discipline and discharge employees for cause.

The Employer shall have all other rights and prerogatives that it had prior to the execution of this Agreement, subject only to express restrictions on such rights as are provided by this Agreement.

In the event that any substantial changes are contemplated by the Employer in its method of operation during the term of this Agreement and such contemplated changes would affect bargaining unit employees, the Employer agrees to afford the Union the opportunity to fully discuss such changes.

4.2 Alcohol and Drug Testing.

The Authority may adopt and enforce an alcohol and drug testing policy substantially in the form attached as **Exhibit G**.

4.3 The Employer retains the right to assign bargaining unit members to perform work on the bridges and other assets owned and/or maintained by the Employer as of June 30, 2020, including but not limited to the bridges and other assets located in Jamestown, Newport, North Kingstown, Bristol, Portsmouth, and Tiverton, and bargaining unit members shall perform work in those locations as directed.

ARTICLE V - HOURS OF WORK

For Toll Plaza Operations personnel, the normal work week for payroll purposes shall consist of forty (40) hours, made up of five (5) eight-hour days in any seven (7) calendar day period commencing at 12:01 A.M. on Sunday, exclusive of a one-half (½) hour unpaid lunch period for all employees. The normal work week for payroll purposes for maintenance employees shall be the same as for Operations personnel except as herein provided.

Maintenance employee schedules shall be assigned by seniority. The Employer may create three (3) work schedules (Monday-Friday, Tuesday-Saturday, and Sunday-Thursday) and multiple shifts from 6 A.M. to 11 P.M. seven (7) days per week. Maintenance employees shall choose their schedules by seniority and hire date. Employees hired before July 1, 2017, will not be required to work Saturdays or Sundays as their regular schedule. Employees hired on or after July 1, 2017, may be required to work Saturdays as their regular schedule; and only employees hired on or after the effective date of this Agreement will be required to work any of the three (3) schedules, including the Sunday-Thursday schedule, as their regular schedule.

Work shifts, starting and quitting times shall be scheduled by the Employer and any changes shall be discussed with the Union before implementation.

Employees must provide the Authority with a valid primary contact number to be used by the Authority for work-related purposes, including calling in personnel, by seniority, to work mandatory overtime shifts.

5.1 Subject to the approval of the Director of Toll Plaza Operations, an employee may exchange shift assignments by mutual agreement with another employee who is scheduled to work the same day in the same classification and work location, provided that it would not create overtime or any other additional cost to the Employer and provided further that approval shall not be unreasonably withheld. The exchanging of days off is not permitted.

5.2.1 Permanent shift assignments for full-time toll collectors and collector/supervisors will be posted on the first Monday in December of each year and shall remain posted through the fifteenth day thereafter (the "Posting Period"). During the Posting Period, toll collectors and collector/supervisors may submit to the Director of Toll Plaza Operations their preferred shift assignments, in order of preference. The shifts will be assigned within each classification by seniority and the assignments will take effect as of the first schedule posted for January of the following year. If an employee does not submit his or her shift assignment preferences within the time allowed, then all other shift assignments shall be made, and that employee shall then be assigned any shift still available without regard to seniority.

Notwithstanding the foregoing, collector/supervisors shall rotate into the Authority offices for two (2) consecutive shifts per calendar quarter on their own assigned shifts, under the direction of a Plaza supervisor, for the purpose of remaining proficient in performing the duties of Plaza supervisor. If the Authority implements new or updated technology, or if the Authority, in its sole discretion, determines that a collector/supervisor needs remedial training in the performance of Plaza supervisor duties, then the Authority may require that the collector/supervisor work two (2) consecutive 7 AM - 3 PM shifts. Collector/supervisors required to work remedial shifts may schedule them so as to minimize disruption of their regularly-

scheduled work hours. The Authority shall not be required to give notice to the Union before scheduling remedial work shifts unless the remedial training is also disciplinary in nature.

5.2.2 Permanent shift assignments for Plaza supervisors will be posted within thirty (30) days after the next supervisor position is filled and thereafter on the first Monday in December of each year and shall remain posted through the fifteenth day thereafter (the "Posting Period"). During the Posting Period, supervisors may submit to the Director of Toll Plaza Operations their preferred shift assignments, in order of preference. The shifts will be assigned within each classification by seniority and the assignments will take effect as of the first schedule posted for January of the following year. If an employee does not submit his or her shift assignment preferences within the time allowed, then all other shift assignments shall be made, and that employee shall then be assigned any shift still available without regard to seniority.

5.2.3 Shift assignments will remain in effect until the following January, provided, however, that if, due to a material change in toll collection procedures, the Employer needs to implement a schedule change, the Employer shall have the right to do so once during each contract year, and permanent shifts for the new schedule will be re-posted and assigned in accordance with the terms of this Article 5.2.

5.3 All employees working the 11/7 shift when the clocks are set back one (1) hour to Eastern Standard Time shall receive nine (9) hours' pay at straight time. Any employee who uses sick leave, vacation leave or a paid personal day during this shift will receive only eight (8) hours' pay. All employees working the 11/7 shift when the clocks are set ahead one (1) hour to Eastern Daylight Time shall receive seven (7) hours' pay at straight time. Any employee who works this shift shall have the option to use one (1) hour of compensatory, personal or vacation leave during the shift, at his or her option. Any employee who uses sick leave, vacation leave or a paid personal day during this shift will receive only seven (7) hours' pay.

5.4 Overtime at the rate of time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours per week or eight (8) hours per day, but

there shall be no pyramiding of overtime compensation, provided, however, that an employee may elect to receive compensatory time in lieu of cash wages for partial-shift hours worked immediately before or after a regularly-scheduled shift.

5.4.1 Toll collectors who work two complete shifts consecutively shall receive time and one-half (1.5) times their regular rate for the second shift hours whether or not the two shifts are worked in the same calendar day, provided, however, that if a Toll collector works a special shift and then a regular shift with a break of at least thirty (30) minutes between them, RITBA shall have no obligation to pay overtime for the hours of the regular shift unless otherwise provided for in this Agreement. For purposes of this provision, a "special shift" shall be defined as a shift other than the regularly-scheduled shifts referred to as the 7-3; the 3-11; and the 11-7.

5.4.2 Partial shifts scheduled as shifts of at least five (5) hours in duration shall be deemed "complete" shifts for purposes of Article 5.4.1, provided, however, that overtime at the rate of 1.5 times the employee's regular rate of pay shall be paid only after the employee has performed eight (8) hours of work. (Example: An employee who works a 5-hour partial shift and an 8-hour shift consecutively shall be paid overtime after the third hour of the 8-hour shift.)

5.4.3 Notwithstanding any other provision in this Agreement, employees who, at the Employer's request, work extra hours in the 24-hour period before a regularly-scheduled shift shall have the option of not reporting for the next regularly-scheduled shift and receiving wages at straight time for all hours worked up to forty (40) hours per week.

5.5 Under no circumstances shall hours paid for but not worked be calculated as hours worked for purposes of computing overtime compensation, except for holiday hours for full-time employees scheduled to work on the holiday and hours paid but not worked pursuant to Section 14.1 hereof due to a death in the employee's immediate family.

5.6 Whenever a supervisor, collector/supervisor or full-time toll collector is on a leave of absence, paid or unpaid, for a month or more, because of illness or injury, FMLA leave, or sickness of any kind, or for any other type of leave of absence, including military, personal, or

paid or unpaid vacation, the Employer shall transfer the most senior employee within the appropriate classification to fulfill the schedule requirements. Whenever a maintenance employee is on a leave of absence, paid or unpaid, for a month or more because of illness or injury or military duty, the Employer shall transfer the most senior employee within the appropriate classification to fulfill the schedule requirements.

5.7 The number of hours worked on a day or night shift period will be worked continuously, with the exception of the meal period.

5.8 The present practice with respect to wash-up for maintenance employees shall continue in full force for the duration of this Agreement.

5.9 Overtime opportunity will be offered to employees within classification and work location by seniority on a rotating basis and in accordance with the "Memorandum of Agreement (Article 5.10 - Vacant Shifts - Call List)" dated May 2011, a copy of which is attached hereto and incorporated herein as **Exhibit A**. Collector/supervisors shall be given the option to elect whether to be placed on the collector or supervisor overtime list. This option will be offered to collector/supervisors at the start of each calendar year and will remain in effect for one year.

Each year, no more than three (3) full-time employees, by seniority, shall be permitted to notify the Employer, in writing, between June 15th and June 25th, that they do not wish to be contacted by the Employer during the following contract year to work available overtime shifts. Both the Union and the Employer acknowledge that the preceding provision shall not prevent the Employer from requiring any employee (regardless of whether the employee has notified the Employer that she or he does not wish to be contacted to be offered the opportunity to voluntarily work overtime) to work overtime involuntarily as the Employer may deem necessary in its sole discretion.

5.10 Supervisors by seniority shall be offered the three (3) regularly-scheduled shifts (7 A.M. - 3 P.M.; 3 P.M. - 11 PM; and 11 PM - 7 AM), if available, provided that it would not create overtime or require changing a collector/supervisor's shift.

5.11 Certain operational issues related to staffing and minimizing difficulties in filling holiday and other shifts shall be addressed as follows:

1. **Holiday Call Lists for Supervisors, Collector/Supervisors, and Collectors.**

For each holiday, RITBA will create the following:

(A) A "Holiday Call List" in the form attached hereto as **Exhibit B-1**. The Holiday Call List shall consist of a series of sign-up sheets for each of the holidays, with deadlines for each holiday indicated on each sign-up sheet. Operations personnel shall sign up on each "Holiday Call List" to indicate that they DO want to be scheduled/called for holiday hours. Employees who do NOT put their names on the Holiday Lists will NOT be considered eligible to participate in the holiday call list process. Employees who put their names on the "Holiday Request List" described in Article 13.5 may NOT also sign up on the Holiday Call List for the same holiday.

Both the Union and the Employer acknowledge that the preceding provision shall not prevent the Employer from requiring any employee (regardless of whether the employee has notified the Employer that she or he does not wish to be contacted to be offered the opportunity to voluntarily work holiday overtime) to work overtime involuntarily as the Employer may deem necessary in its sole discretion. (This provision is intended to govern how employees will be scheduled/called in to work holiday hours as needed, whereas Article 13.5 is intended to govern how employees will request holidays off.)

(B) A "Holiday Call List-Next To Be Called" in the form attached hereto as **Exhibit B-2**. Using the "Holiday Call List" referenced in subsection A of this Article, RITBA will prepare the Holiday Call List- Next To Be Called, with separate sections for collectors and supervisors. Collector/supervisors shall have the option of electing whether to be included in the collector or supervisor section of the Next To Be Called List. This option will be offered to collector/supervisors at the start of each calendar year and will remain in effect for one year.

Employee names shall be ordered on the Next To Be Called List according to overall seniority, and each list shall rotate, with the name of the selected employee going to the bottom of the list.

2. **Interim Collector/Supervisor.** RITBA will post a sign-up sheet for full-time collectors interested in becoming trained to serve in the position of "Interim Collector/Supervisor." Collector(s) who sign up shall then be trained to serve in the position of collector/supervisor on holidays, at the discretion of RITBA, when neither a supervisor nor a collector/supervisor is available to work a particular shift. The position of Interim Collector/Supervisor shall not be considered a separate classification for purposes of seniority, as defined in the CBA, or for any other purpose. A collector serving as Interim Collector/Supervisor shall be paid at a collector/supervisor's rate of pay for all hours worked as the Interim Collector/Supervisor and shall accrue seniority as a collector/supervisor when working in that position.

3. **Collector/Supervisor Shifts.** The CBA expressly includes among management rights the right to make staffing and scheduling decisions. Without waiving or otherwise relinquishing or affecting those rights, and in the interest of minimizing the difficulties encountered in filling vacant supervisor shifts, RITBA will schedule a collector/supervisor, instead of a collector, to work the 3 - 11 and the 11 – 7 shifts.

ARTICLE VI -WAGES

6.1.a. The hourly wage rate as of July 1, 2020, shall be as follows:

Hourly Rates

General Maintenance Employee	\$29.08
Maintenance I	\$30.99
Maintenance II	\$26.27
Maintenance III	\$21.01
Maintenance IV	\$16.81

Plaza Supervisor	\$29.42
Collector/Supervisor	\$26.27
Collector	\$25.22

6.1.b In the event that toll revenue, as budgeted by the Employer, meets or exceeds fifty five percent (55%) of \$17.85 million as of December 31, 2020, for the first half of fiscal year 2021, and the Employer’s share of the state motor fuel tax meets or exceeds (a) 55% of \$14 million for the first half of fiscal year 2021 (toll revenue and state motor fuel tax collectively referred to as the “Revenue Benchmark”); or (b) 61% for 7/12 of fiscal year 2021 as of January 31, 2021; or (c) 67% for 8/12 of fiscal year 2021 as of February 28, 2021, whichever first occurs, then employees shall receive a wage increase of one (1%) percent, effective the first day of the month following the date on which the Employer achieved the Revenue Benchmark. This potential wage increase is being made dependent upon the Revenue Benchmark due to the extraordinary circumstances caused by COVID-19 and will set no precedent for future negotiations.

6.1.c. For fiscal years 2022 and 2023, the parties will negotiate in good faith regarding wages and group health, dental, and vision terms, including but not limited to premium sharing terms. The negotiations shall begin on or about April 30, 2021, unless otherwise agreed. Since the negotiation of this Agreement but before the execution of it, the parties have negotiated the terms set forth in the First Addendum attached hereto.

6.2. Steps. Employees shall receive ten percent (10%) less than their hire rate for the first twelve (12) months; five percent (5%) less than their hire rate for the second twelve (12) months; and the full wage rate for the classification then in effect as of the second anniversary of the employee’s date of hire. The Employer, in its sole discretion, may start new Operations and Maintenance personnel at Step 2 or the full wage rate.

6.3 “Grandfathered” Wage Rates. Wage rates for employees hired on or after July 1, 2017, shall not operate to reduce the wage rates of employees hired before July 1, 2017, who may transfer to different positions either within Operations or within Maintenance.

6.4 Hazard Pay for Snooper and Non-Deck Apparatus.

6.4.a. Employees in any maintenance positions shall receive hazard pay for hours worked either (i) as driver or in the bucket of the so-called “Snooper;” (ii) as operator of the hydra platform at a work location, subject to the conditions set forth in Article 6.34(b) below; and (iii) on other equipment, including but not limited to the hydra platform, that requires that RITBA maintenance personnel perform tasks while physically located in or on an apparatus extending over the side of the bridge or as the operator of such equipment, as distinguished from performing tasks while physically located within the confines of the bridge. Hazard pay shall apply to the following locations: Cable-to-cable (Pell and Mt. Hope Bridges) and pier-to-pier (Jamestown and Sakonnet Bridges).

6.4.b. The Maintenance employee who operates the hydra platform at a work location while workers physically access the platform, perform bridge inspection services on the platform, and exit the platform, shall receive hazard pay for all hours worked in actively attending (i) the platform and all related equipment, and (ii) the workers utilizing the platform and their equipment, tools, and materials. Active attendance shall not include time spent driving the hydra platform vehicle to and from the inspection location but shall include all hours worked in active attendance at the work location, including hours worked performing the following tasks:

- Perform all safety functions upon arriving at the bridge inspection location, including safe deployment of the platform;
- Perform pre-operation inspection and testing of the platform and all associated equipment;

- Attend the vehicle, platform, and attendant equipment at all times while the platform is in use;
- Constantly observe and inspect all aspects of the hydra platform operation to ensure safe operation of the platform, vehicle, and attendant equipment while workers access the platform, perform inspection work on the platform, and disembark from the platform; and
- Remain actively involved in and around the platform, vehicle, and attendant equipment to identify and address any safety or other issues as needed.

6.4.c. Snooper and non-deck apparatus pay, including active attendance of the hydra platform as set forth in this Agreement, shall be \$3.50/hour, with a guaranteed minimum of four (4) hours whenever RITBA deploys the Snooper and/or non-deck apparatus. Hazard pay for hydra platform attendance shall be paid for all hours worked on and after August 1, 2020.

6.4.d Employer will inspect the hydra platform in accordance with the manufacturer's specifications as set forth in the operator's manual. Also, Employer will offer remedial training in the operation of the hydra platform as warranted, in the Employer's sole discretion, and/or as requested by the Union.

6.5 CDL pay. Employees in positions other than Maintenance I within the Maintenance Division who have a current Commercial Driver's License shall receive additional pay of \$.25 per hour.

6.6 Work outside classification. An employee who is required and authorized by the Employer to work in a higher classification shall receive the wage rate for the higher classification for all hours worked.

ARTICLE VII - PART-TIME TOLL COLLECTORS - DELETED

This Article has been deleted in its entirety. In the event the Employer offers part-time collector positions in the future, the positions shall constitute bargaining unit positions.

ARTICLE VIII - VACATIONS

8.1 Full-time employees shall accrue paid vacation time in accordance with the following schedule:

<u>Number of Annual Hours</u>	<u>Period of Continuous Service</u>
40	Upon completing first six (6) months
40	Upon completing second six (6) months
80	Two (2) years
120	Five (5) years
160	Ten (10) years
176	Fifteen (15) years
200	Twenty (20) years

Effective July 1, 2020, vacation hours shall accrue per pay period at the rates set forth above, with accruals calculated based on the period of continuous service with no additional vacation time allotted on employee anniversary dates.

8.2 Earned vacations may be taken in periods up to and including fifteen (15) consecutive work days. Periods in excess of this may only be taken by mutual agreement.

8.3 Vacation days will be allowed to accrue to a limit of sixty (60) days. Accrued vacation days over sixty (60) shall be paid out on or around the employee's anniversary date.

8.4 Employees must apply for vacation time with as much advance notice as possible, and in any event, prior to the posting of the affected work schedule. Vacation time may only be taken as scheduled by the Employer.

8.5 During the first six (6) months of continuing absence due to illness or injury, an employee will continue to accrue vacation entitlement, provided the employee is on sick leave.

8.6 Accrued vacation and sick leave time, respectively, shall be set forth on each employee's paystub.

8.7 Vacation and/or sick leave pay due to an employee pursuant to this Agreement shall, promptly after thirty (30) days from the date of the death of the employee, be paid, in order of preference, to:

- (1) The surviving spouse;
- (2) Children eighteen (18) years of age or older in equal shares;
- (3) Parents, or the survivor of them;
- (4) Siblings in equal shares; or
- (5) The person who has paid the funeral bill of the deceased employee.

Provided, however, that if the Employer has actual notice of the appointment of a fiduciary to administer the deceased employee's estate, then the vacation and/or sick leave pay shall be paid to the appointed fiduciary upon receipt by the Employer of a certified copy of the fiduciary's certificate of appointment.

ARTICLE IX- SICK LEAVE and PERSONAL DAY

9.1 Full-time employees, after completing their probationary period, shall be entitled to accrue one and one-half (1.5) days of paid sick leave per month and shall be allowed to accumulate such leave to a maximum of two hundred (200) days.

9.1.1 Any employee who intends to use her or his accrued sick leave must notify the Employer, either in person or by telephone, of that intention at least four (4) hours prior to the

start of the shift for which the employee intends to use the leave, unless the reason for the leave constitutes a Medical Emergency. For purposes of this section, a Medical Emergency is defined as any sudden, unexpected physical injury or ailment that requires treatment by a licensed medical professional. An employee who is required to be absent from all or part of a shift due to a Medical Emergency may be required by the employee's supervisor to provide the Employer with satisfactory documentation of the Medical Emergency from the treating medical professional.

9.2 The Employer may require any employee to present a physician's certificate of illness as a condition upon the receipt of sick pay in cases of suspected abuse of sick leave benefits or in cases of sick leave lasting three (3) days or more. Other than as provided in Article 14.4 (military training leave) and Article 9.5 (worker's compensation), an employee may take scheduled work time as a "no pay" day only if the employee is sick or injured, has exhausted all sick and vacation time, and provides a physician's certificate of illness upon return to work. Notwithstanding the foregoing, the Employer retains all management rights to require regular attendance; to limit "no pay days;" and to discipline for excessive absenteeism. Seniority and sick leave shall not accrue on no pay days.

9.3 Any full-time employee who retires and receives benefits under the retirement plan referred to in Article XII of this Agreement or dies, shall be entitled to compensation, at the employee's then regular straight-time hourly rate, for fifty percent (50%) of all accumulated sick leave, payable when the employee begins receiving benefits under the retirement plan or in accordance with Section 8.7 of this Agreement. Any full-time employee whose termination of employment is either voluntary or non-disciplinary shall be entitled to compensation, at his or her then regular straight-time hourly rate, for twenty five percent (25%) of all accumulated sick leave, payable to the employee or in accordance with Section 8.7 of this Agreement.

9.4 Any full-time employee who uses less than eight (8) days of sick leave during a fiscal year shall be granted a paid personal day as of July 1 of the following fiscal year to be taken during that fiscal year by mutual agreement between management and the employee.

9.5 Whenever an employee shall be absent from work due to illness or injury and has applied to receive compensation pursuant to the Worker's Compensation laws, the employee shall be entitled to use his or her available sick leave, if any, for the first week of leave in accordance with the terms of this Agreement. If the employee's application for Worker's Compensation benefits is granted, the Employer shall credit back to the employee all sick leave used by the employee during the first week of absence, and the employee shall pay back to the Employer an amount equal to the Worker's Compensation benefits received for the first week of leave.

9.6 There shall be a sick leave bank into which bargaining unit employees may deposit sick days. All sick days up to a maximum of sixty (60) which would otherwise be forfeited by the terms of this Collective Bargaining Agreement beginning July 1, 1999, shall, automatically and without notice to the employees, be deposited into the bank as those sick days become due to be forfeited. In addition, during the month of July of the year 2020 and each year thereafter, each full-time employee shall have the option of depositing one sick day (or a prorated portion thereof, if the employee has not yet accrued one sick day) into the bank.

An employee who has contributed to the bank may make application to the bank to receive sick leave at the rate of no more than forty (40) hours per week, to be used while the employee is on an otherwise unpaid leave of absence from work due to a serious health condition, as defined in the federal Family and Medical Leave Act of 1993 and regulations promulgated pursuant thereto. Application to the bank for sick leave shall be made by submitting a confidential written request to the Labor/Management Sick Leave Bank Committee, comprised of two (2) members of the Union, the Executive Director of the Turnpike and Bridge

Authority, and the Executive Director's designee. The application shall identify the serious health condition that is preventing the employee from working and shall be accompanied by medical certification of both the condition and the employee's inability to work. The application shall also set forth the amount of leave for which the employee is applying.

The Sick Leave Bank Committee will gather data, interview the employee if needed and render a decision, which shall be final and not subject to the grievance procedure or otherwise arbitrable or appealable. The Committee shall have the right to grant the employee an amount of sick leave that is less than what the employee has requested.

Only an employee who has donated a minimum of one (1) day in the current year to the Sick Leave Bank may request leave from the bank. An employee who uses sick leave from the bank must, upon return to work, repay to the bank an amount of sick leave equal to the leave received from the bank, net of sick leave personally contributed by the employee, before the employee may again make application to the bank. Repayment shall be at the rate of one-half (.5) of one day per month for full-time employees and three (3) days per year for part-time employees. An employee requesting leave from the Bank must agree in writing, at the time of the loan, that in the event employment terminates, the Employer is authorized to deduct the amount owed to the Sick Leave Bank from the employee's final paycheck.

In the event that RITBA employees become part of the State Temporary Disability Income (TDI) program, an employee may supplement TDI payments with up to 400 hours (50 work days) borrowed from the Sick Leave Bank with no repayment obligation.

The Executive Director will retain the official record of the Sick Leave Bank, and will provide a statement to the Union concerning the balance in the Sick Leave Bank in January and July of each year.

9.7 For fiscal years 2022 and 2023, provided the current COVID-19 state of emergency and workplace regulations, including monitoring and quarantining for COVID symptoms,

wearing of masks, extraordinary cleaning and sanitizing measures, social distancing, and other restrictions have been lifted, Employer will allow, on a trial basis for a period of six (6) months, the discharge of sick leave by Operations personnel in increments of no less than four (4) hours, with notice before periodic scheduling of Operations personnel, and on terms and conditions to be negotiated.

ARTICLE X – SENIORITY

10.1 All new employees shall have probationary status for a period of six (6) calendar months following initial entry into the bargaining unit during which time the Employer may terminate such employees at its sole discretion and such termination probationary period for new employees who have worked at least one hundred (100) hours during the previous twelve (12) months shall be three (3) calendar months following entry into the bargaining unit.

10.1.1 Any employee who transfers to a new position will be subject to a probationary period for the first six months (6) months that he or she occupies (or re-occupies) that position. If, at the conclusion of the probationary period, the Employer determines that the employee has not performed satisfactorily during his or her probationary period, the employee shall be notified of that determination in writing and shall be returned to the position occupied prior to the transfer.

10.2 Seniority is defined as length of continuous service with the Employer, and shall apply within classifications for purposes of transfer, days off, vacations, and holidays, shift preference, work assignments, including lane monitoring assignments, layoff and recall, provided, however, that overall seniority shall apply for purposes of layoffs related to the implementation of E-Z Pass or another automated toll collection system. Seniority shall apply in cases of promotional opportunities, provided the qualifications of affected employees are equal.

10.2.1 Notwithstanding the terms of Section 10.2, all employees applying for vacancies within the maintenance department shall be required to submit to one or more interviews to be conducted by the Chief of Maintenance, the Director of Engineering and/or the Executive

Director or the Executive Director's designee. The purpose of the interview shall be to determine the qualifications of the employee to perform the functions and duties of the position, as outlined in **Exhibit C**.

Notwithstanding the terms of Section 10.1.1, an employee who transfers to a position within the maintenance department will be subject to a probationary period for the first thirty (30) working days that he or she occupies (or re-occupies) that position. The duration of the probationary period for any such employee may be extended at the discretion of the Employer if the Employer determines that a longer period is needed to adequately evaluate the performance of the employee in the maintenance position. If, at the conclusion of the probationary period, the Employer determines that the employee has not performed satisfactorily during his or her probationary period, the employee shall be notified of that determination in writing and shall be returned to the position occupied prior to the transfer.

10.3 Seniority shall accumulate only during periods of active work, holidays, vacations, and other fully paid leaves, and for the period of any unpaid leave of absence granted pursuant to Section 15.1A. of this Agreement.

10.4 Employees shall lose seniority in the following circumstances:

1. Upon voluntary termination of employment.
2. Upon discharge for just cause.
3. Upon their refusal or failure to accept and report to work within two (2) calendar weeks after notice of recall from layoff.
4. Upon the expiration of a continuous period of layoff of one (1) year.

10.5 All employees in the employ of the Employer on the date of the signing of this Agreement shall be considered as employed in the Job Classification in which they are working on that date. Job Classification seniority of any employee commencing work in any job classification on or after the date-hereof shall be based solely on the employee's length of

service in said job classification. The job classifications are maintenance employee, toll collector, plaza supervisor, and collector/supervisor.

10.6 Every employee who is classified as plaza supervisor, collector/supervisor or maintenance employee shall be considered to have seniority in the toll collector classification as of her or his date of hire as a full-time employee. An employee, however, may use such seniority as a toll collector only in the event that the employee becomes medically unable to perform the duties of her or his position as plaza supervisor, collector/supervisor or maintenance employee and yet remains medically able to perform the duties of a toll collector. Any employee who transfers to a collector position based upon seniority accrued pursuant to this Section 10.6 will be subject to a probationary period for the first six (6) calendar months that she or he occupies (or re-occupies) the collector position.

10.7 An employee transferred from one job classification to another at the direction of the Employer, or at his or her own request, shall retain in the job classification from which he or she was transferred the seniority he or she had attained up to the time of transfer. Except in the case of a transfer of an employee from a job which is abolished by the Employer, the employee shall have seniority in the job classification to which he or she is transferred only from the date he or she began work therein; and in the event of a layoff in the last mentioned job classification he or she shall have the privilege of returning to the job classification from which he or she was transferred with seniority as if the original transfer had not been made. The transfer of an employee from a job which has been abolished to another job classification shall be without loss of seniority.

10.8 A registered letter mailed to the employee's last known mailing address will constitute reasonable effort by the Employer to recall employees from layoff.

10.9 Any employee shall be considered resigned if the employee fails to appear for work for five (5) consecutive days after being notified work is available. This would be excepted if the employee is incapacitated and so notifies the Employer.

10.10 The Employer shall provide the Union with a seniority list of all employees, including date of hire, wage rate, and seniority accrued through part-time employment.

ARTICLE XI - HEALTH BENEFITS

11.1 The Employer shall make available to all full-time employees and their eligible dependents a group health care plan. A summary of the terms of the coverage provided by the Employer as of July 1, 2014, is attached to this Agreement as **Exhibit D**. The Employer retains the sole and exclusive right to select and/or change the plan, administrator or provider of the medical coverage offered, provided, however, that if the Employer elects to change health plan, administrator and/or provider, the Employer shall be required to make available to all full-time employees equivalent coverage. In the event that the Employer changes the medical plan, administrator and/or provider and there is a dispute regarding the level of benefits or services provided under the new coverage, the Union may present a grievance regarding that dispute pursuant to XIX of this Agreement.

11.2 The Employer shall make available to all full-time employees and their eligible dependents a group dental plan. The Employer shall make best efforts to offer an enhanced plan or alternative plan that includes orthodontia and other special dental services offered either to all bargaining unit members who are plan participants or, if feasible, to individual employees at their own expense, if such group plans are offered by plan providers. A summary of the terms of the coverage provided by the Employer as of July 1, 2020, is attached to this Agreement as **Exhibit E**. The Employer retains the sole and exclusive right to select and/or change the plan, administrator or provider of the dental coverage provided, however, that if the Employer elects to change the dental plan, administrator and/or provider, the Employer shall be required to make available to all full-time employees equivalent coverage. In the event that the Employer changes the dental plan, administrator and/or provider and there is a dispute regarding the level of benefits or services provided under the new coverage, the Union may present a grievance regarding that dispute pursuant to XIX of this Agreement.

11.3 Employees shall contribute by payroll deductions twenty percent (20%) of the annualized total premium, including the deductible amounts paid out by the Authority pursuant to the terms of the health care plan, including health, dental, and vision care (sometimes referred to as the "working rate"), subject to the following annual caps:

Individual Coverage	Cap of \$2,200
Individual/Spouse Coverage	Cap of \$4,000
Individual/Child(ren)	Cap of \$4,000
Family Coverage	Cap of \$4,800

Employees with individual coverage shall pay the first \$250 of the deductible applicable to the group plan annually, beginning January 1, 2015. Employees with individual/spouse, individual/child, or family coverage shall pay the first \$500 of the deductible applicable to the group plan annually, beginning January 1, 2015.

During the term of this Agreement, RITBA shall cover prescription drugs included in the health plan by means of a debit card or other means deemed appropriate by RITBA, up to the following limits: \$225 for the individual plan; \$450 for the individual plus one plan; \$450 for the individual/children plan; and \$565 for the family plan. The working rate will be calculated annually based on the 12-month period beginning December 1st and ending November 30th, and communicated to the Union during the month of December each year.

The Employer and the Union have agreed to integrate preventative and wellness behaviors into the group health care coverage program by offering credits toward employee premium contributions or cash incentives, at the employee's option, to employees who participate in the group health plan and who take certain measures designed to prevent illness/injury and promote wellness, as set forth on the attached **Exhibit F** (the "Wellness Incentive Program"). Incentives paid in cash, either in July or December, as appropriate for each program participant, shall be subject to regular withholdings but shall not be considered compensation for purposes of establishing base rate, overtime rate, or retirement plan

contributions. Health plan participants shall receive credit under the Wellness Incentive Program for measures taken by them and their dependents annually, and the Employer, the Union, and the health care provider shall work together to take appropriate steps to ensure the confidentiality of health care information.

11.4 A full-time employee eligible to receive individual/spouse or family medical coverage but who elects only to receive individual coverage will receive \$1,560 annually. A full-time employee who does not participate in the Employer's group medical or dental plans will receive \$1,560 annually if the employee is eligible for individual coverage; \$2,080 annually if the employee is eligible for individual/spouse coverage; \$2,080 annually if the employee is eligible for employee/child(ren) coverage; and \$2,600 annually if the employee is eligible for family coverage.

ARTICLE XII - RETIREMENT/LIFE INSURANCE

12.1 The parties agree that the retirement plan in effect at the time of execution of this Agreement shall remain in effect for the duration of this Agreement. Each year, the Employer will contribute to the retirement plan on behalf of each participating employee a matching contribution equal to 100% of the amount of the salary reduction that the particular employee elects to defer (up to 5% of the employee's compensation), plus a discretionary amount determined each year by the Employer, all as set forth in the Summary Plan Description, as amended. By amendment of the plan effective November 1, 2020, employees shall become eligible to defer income into the plan upon completing six (6) months of employment in an eligible classification, provided, however, that eligibility to employer matching and/or discretionary contributions shall remain as currently set forth in the plan.

12.2 Full vacation benefits for the calendar year of retirement will be granted to the extent earned and not taken.

12.3 All bargaining unit employees who are eligible to participate in the retirement plan shall be provided with group life insurance in an amount equal to twice their annual straight time

wage rate at the time of death, provided they meet the eligibility requirements set by the Employer's life insurance carrier.

ARTICLE XIII – HOLIDAYS

13.1 The following days shall be recognized as Holidays for which each full-time employee shall be paid eight (8) hours pay at straight-time rates:

- New Year's Day
- George Washington's Birthday
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Victory Day
- Labor Day
- Columbus Day
- Veterans' Day
- Election Day
- Thanksgiving Day
- Christmas Day

Additionally, any day designated in the future as a holiday by the Government, Governor or the General Assembly shall be considered as such for the purpose of this Agreement. Election Day shall be defined as any day on which an election of State or Federal officers is held, excepting those days of "Special Election."

13.2 Full-time employees covered by this Agreement shall be paid one (1) day's pay at straight-time rates for each of the aforementioned days as holiday pay if it falls on their day off.

13.3 A full-time employee who is assigned to work on a day when the holiday is observed shall, in addition to holiday pay, be paid for all hours worked at time and one-half his hourly rate.

13.4 No personnel, unless scheduled to do so, may work any holiday, or the day that is observed without prior approval of their department head. When a holiday occurs during the

vacation period of a full-time employee, he shall be entitled to an additional day off. This may be taken in conjunction with the employee's vacation or at such time that is acceptable to both employee and the supervisor.

13.5 Full-time operations personnel, including plaza supervisors, collector/supervisors and toll collectors, who wish to request a holiday as a day off shall adhere to the following procedures:

Requests shall be made by the employee's placing his or her name on a "holiday off request list" to be posted by the Authority (the "Holiday Request List"). The Holiday Request List shall consist of a series of sign-up sheets posted in December of each year, with deadlines for each holiday indicated on each sign-up sheet. Employees shall have until fifteen (15) days prior to the start of the next schedule to sign for holidays in that schedule. The Employer will notify each requesting employee within five (5) days after the sign-up deadline whether or not the employee's request can be granted, in accordance with the seniority provisions of this Agreement.

13.6 An employee who works on a holiday that falls on the employee's regular day off shall have the option of receiving compensatory time in lieu of cash wages for the holiday hours worked, provided, however, that the employee must give notice of the election to receive compensatory time within twenty-four (24) hours after the holiday hours worked; otherwise, compensation for the holiday hours worked will be included as cash wages in the employee's next regular paycheck. Discharge of compensatory time must be pre-approved by RITBA, in its sole discretion, and approval will not be granted if the requested compensatory time off would cause RITBA to incur overtime.

13.7 Notwithstanding the foregoing, if an employee is scheduled to work on a holiday or on a day when the holiday is observed and then does not work the scheduled shift due to

illness, the Employer may require a doctor's note within seventy-two (72) hours documenting the employee's inability to work due to illness.

ARTICLE XIV-OTHER PAID LEAVES

14.1 Family Deaths - In the event of the death of the mother, mother-in-law, father, father-in-law, spouse, child, step-child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law or grandchild of an employee, said employee shall be entitled to a leave of absence from the day of death and continuing through the day of the funeral, but not to exceed three (3) working days, with regular straight-time pay for all regularly-scheduled hours of work within said period. If an employee is entitled, pursuant to the forgoing provision, to a leave of absence due to the death of a relative whose funeral is held outside a radius of seventy- five (75) miles from the Employer's principal place of business and the employee attends the funeral, the employee shall be granted an additional two (2) working days of leave, for a total leave not to exceed five (5) working days.

14.2 Jury Duty - A full-time employee who is required to serve as a juror shall receive the difference between his compensation as a juror and his regular straight-time pay for all scheduled hours of work opportunity lost as a result of such service, provided the employee furnishes the Employer with evidence of earnings from the clerk of the court wherein the employee served as a juror. Scheduled hours of work opportunity shall mean the shift on which the employee would have worked on the calendar day on which jury duty is required.

14.3 Military Service Leave

i. Every employee who is required to be absent from her or his position with the Authority because she or he has been involuntarily required to report for any military service by the appropriate authority is entitled to be restored to her or his previous position, or a similar position in the same status, provided that she or he remains qualified for the position, at the conclusion of the military service.

ii. A full-time employee who is required to be absent from her or his position with the Authority because she or he has been involuntarily required to report for any military service by the appropriate authority shall, for the first one hundred and eighty (180) days of her or his military service, be paid by the Authority the difference between the amount of the salary that he or she earned from the Authority immediately prior to the leave and her or his military base pay. Such an employee shall also continue to accrue, for the one hundred and eighty (180) day period in which she or he continues to be paid her or his salary by the Authority, such sick leave and annual leave credits as she or he otherwise would have accrued while working in her or his position with the Authority. While the employee is on active duty, the dependents of such an employee shall be eligible to continue to receive medical and dental insurance coverage from the Authority for a period of up to one (1) year from the beginning of the employee's leave, pursuant to the same terms that were in effect immediately before the employee was required to report for military service. In order to be eligible for all of the foregoing benefits, the employee must provide the Authority with a copy of an order, issued by the proper authority, directing her or him to report for active duty during the period during which the employee is required to be absent from her or his position with the Authority.

14.4. Military Training Leave. A full-time employee who has worked for the Authority for at least one hundred eighty (180) days and who is required to be absent from her or his position with the Authority due to military training shall continue to receive her or his normal pay, vacation, sick leave, bonus, advancement and other advantages of her or his employment for which she or he would otherwise be eligible for up to fifteen (15) working days on which she or he is required to be absent in each calendar year. An employee who is required to be absent for more than fifteen (15) working days in a calendar year shall be granted leave without pay or other benefits for the duration of her or his absence. The term "training activities" as used in this section shall not include weekly drill nights or similar drill periods lasting less than one day or a

training period voluntarily engaged in by the employee beyond the training period required generally of the members of the respective branch of the armed service of which the employee is a member. In order to be eligible for all of the foregoing benefits, the employee must provide the Authority with a copy of an order, issued by the proper authority, directing her or him to report for military training during the period during which the employee is required to be absent from her or his position with the Authority.

ARTICLE XV - UNPAID LEAVES

15.1 Regular full-time employees covered by this Agreement shall be eligible for unpaid leaves as follows:

A. Parental and other Family or Medical Leaves of Absence.

1. Parental Leave. Parental leave shall be available to all regular employees in a position covered by this Agreement. While an employee may take maternity leave at any time after a diagnosis of her pregnancy by her treating physician is confirmed in writing, the Employer may require written certification from her treating physicians as to how long the employee may continue her regular work. An employee may take parental leave at any time within one year of the child's birth, unless the employee qualifies for leave prior to that time pursuant to the Employer's Parental, Family and Medical Leave policy. All requests for parental leaves of absence shall be made in writing by the employee to her or his immediate supervisor, at least one month prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return. Parental leave will be granted for a period not to exceed six (6) months. However, an employee on parental leave may request an extension of such leave for an additional six (6) months for medical reasons, and the Employer may require written certification from her or his treating physician as to such medical reasons.

2. Family and Medical Leave. Employees shall have the right to take unpaid leave for certain family and medical reasons in accordance with the federal Family and

Medical Leave Act of 1993 and the Rhode Island Parental and Family Medical Leave Act. The Employer shall promulgate a policy specifying the procedures that employees must follow to take family or medical leave. The policy shall require that all requests for such leave be made in writing at least one (1) month prior to the desired commencement of the leave, if possible, and that the employee indicate the approximate date of return. Such leaves may be granted for a period of up to six (6) months. However, an employee on leave may request an extension of such leave for an additional six (6) months for medical reasons and the Employer may require written certification from her or his treating physician as to such medical reasons.

B. Union Business. At the request of the Union the Employer shall grant either an officer of the Union, or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office, whichever is shorter, provided such leave will not interfere with the operations covered by this Agreement. The purpose of this leave is to permit the representative to work for the International District Council and/or the Local Union on Union Business. During the period of such leave of absence the employee will not accrue seniority, nor will the Employer have any obligation for continuation of benefits as specified elsewhere in this Agreement. Such leave may be extended upon written request thirty (30) days prior to termination thereof.

15.2. Except as required by law, employees on unpaid leaves of absence shall not be entitled to any fringe benefits or accrual of fringe benefits of any kind during the term of the leave. However, employees on unpaid leaves of absence may continue to participate in the group dental plan at their individual expense. Employees on workers' compensation shall be allowed to accrue vacation benefits and sick leave for a maximum total period of thirteen (13) weeks during the employee's anniversary year.

ARTICLE XVI - UNIFORMS, CELL PHONES

16.1 The Employer shall continue to supply the following articles of clothing included in the Authority uniform: Shirts and jackets (for which the Authority will endeavor to ensure that there are gender-specific options), hats, sweatshirts and safety vests. Uniform pants shall be purchased by the employee, and the Authority shall reimburse the employee for up to two (2) pairs of pants twice each calendar year, each purchase not exceeding \$35 per pair and each purchase to be reimbursed in the spring and the fall, provided the employee has submitted proper receipts. Shoes will be provided by the employees, provided, however, that each employee shall have the option annually of declining new uniform clothing and instead purchasing and being reimbursed no more than one hundred dollars (\$100) for work boots pre-approved by RITBA, as workplace-appropriate. The reimbursement amounts for boots and pants shall not be treated either as taxable wages or income to the employee.

16.2 The Authority's radio system shall serve as the primary means for personnel to communicate regarding Authority business. Authority-issued cell phones shall be returned to the Authority with thirty (30) days' advance notice. Employees returning Authority-issued cell phones will be offered the opportunity to retain and transfer the telephone numbers associated with the Authority-issued cell phones to personal cellular devices. The Authority shall offer any of the returned cell phones that are not needed for Authority business to the employees who returned the cell phones.

ARTICLE XVII - EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree there will be no discrimination against any employee because of race, religion, color, country of ancestral origin, age, disability, sex, sexual orientation, gender identity or expression. The aforesaid provisions shall include the following: upgrading, demotion or transfer, layoff or termination.

ARTICLE XVIII - VACANCIES - POSTING

The Employer agrees that in the event a vacancy in any bargaining unit position becomes available for any reason and the Employer decides to fill such vacancy, the position to be filled shall be posted for a five (5) day period and all bargaining unit members shall have the opportunity to apply and be considered for the position. Applications must be made during the posting period. The position shall be filled within a reasonable period of time.

ARTICLE XIX- GRIEVANCE PROCEDURE

19.1 For the purposes of this Agreement, the term "grievance" means any difference or dispute between the Employer and the Union with respect to the interpretation, application or violation of any of the provisions of this Agreement.

19.2 There shall be a grievance procedure as follows:

A. A grievance shall be presented by the Union within five working days of the employee's knowledge of the occurrence of such grievance.

B. After a grievance is presented, an aggrieved employee shall discuss her or his problem with her or his Union representative and the head of her or his department, who shall attempt to settle the problem within one (1) working day,

C. If the grievance is still not resolved according to Section (B) above, it shall be reduced to writing and the Executive Director or his designee shall grant an immediate hearing to the aggrieved employee and/or the Union Committee and shall render a decision in writing to the Union and, if applicable, the aggrieved employee within three (3) working days after the hearing. Extensions may be had by mutual agreement.

D. If the grievance is not resolved according to Section (C) above, it shall be submitted to the Chairman of the Authority who shall grant an immediate hearing to the aggrieved employee and/or the Union Committee. The Employer shall render a decision in writing to the Union and, if applicable, the aggrieved employee within five (5) working days after the hearing. Extensions may be had by mutual agreement.

E. In the event the grievance is not settled in a manner satisfactory to the Union, then such grievance may be submitted to arbitration in the manner provided herein. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure.

The Employer, on request, will produce payroll and other records, as necessary. Employees called by the Employer as witnesses at grievance hearings will be paid at their regular rate up to their normal quitting time, for time spent in processing grievances. Except as provided in this Agreement, Union employee attendance at grievance hearings is not limited but shall be without compensation. The Union representative or his designee, will have the right to assist the aggrieved employee at any step of the grievance procedure. The Union shall have the right to be present at all grievance meetings, in the person of a Steward or Union officer.

F. It is also agreed that in all cases of dismissal the Union Committee may proceed immediately to Section 19.1(C) of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to 19.1(D) above.

G. The time limits set forth above and in Article XX hereof are mandatory and failure to comply therewith shall mean that the grievance no longer exists. If the Employer fails to comply with the time limits set forth above, the grievance shall be deemed denied at that step of the grievance procedure and the Union shall have the right to proceed to the next step.

19.3 The Union steward and the aggrieved employee(s) named in a grievance submitted pursuant to the terms of this Agreement, if not scheduled to work at the time of a hearing held pursuant to Subsections C, D or E of this Article, shall be granted compensatory time equal to two (2) hours' pay or actual time, whichever is greater, to attend the hearing. If the Union

steward and/or the aggrieved employee(s) are scheduled to work when a hearing is taking place, the steward and/or the aggrieved employee(s) shall be paid the same wages he or she would have been paid had the hours worked not included attendance at the hearing.

ARTICLE XX - ARBITRATION

20.1 If a grievance is not settled under Article XIX such grievance shall, at the request of the Union or the Employer, be referred to the American Arbitration Association in accordance with its rules, provided, however, that the Employer shall not be required to arbitrate the subject matter of any grievance or other dispute that is pending before any court or administrative agency. The decision of the arbitrator shall be final and binding upon the parties. 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 thereof, may be submitted to arbitration. All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision.

20.2 The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall also be without authority to impose upon either party a limitation or obligation not explicitly provided for in this Agreement or to establish, modify or alter any wage rate or wage or benefit structure contained in this Agreement. Without intending to limit the scope of the forgoing provisions, the arbitrator shall be without the power or authority to issue an award that (i) is violative of or inconsistent with applicable law; (ii) exceeds his or her jurisdiction and authority under applicable law and/or this Agreement; (iii) involves any matter that, by law or the terms of this Agreement, is within the exclusive authority or prerogative of the Employer; or (iv) involves any matter wherein the Employer's decision is final and binding under either the terms of this Agreement or applicable law.

ARTICLE XXI - DISCIPLINE AND DISCHARGE

21.1 The Employer shall initiate disciplinary action within fourteen (14) calendar days of the Employer's becoming aware of an incident or situation. Except when, in the sole discretion

of the Executive Director, the circumstances require immediate action, the Employer shall give reasonable notice to the Union steward of any disciplinary or investigatory meeting with an employee, and the steward shall have the right to be present.

While retaining the discretion to determine what form of discipline is appropriate in each situation, the Employer acknowledges that, generally, the severity of the conduct, misconduct or lack of conduct is an important factor in determining the discipline to be imposed, and that some offenses do not warrant immediate suspension or discharge. Where appropriate, the disciplinary action or measures to be taken shall include, but not be limited to, the following:

1. Oral Warning
2. Written Warning
3. Suspension
4. Discharge

Both oral and written warnings shall be placed in the employee's personnel records. If, after a period of one (1) year for written warnings and six (6) months for oral warnings, the employee has committed no further infractions, then the reprimand shall be expunged from the employee's personnel records.

21.2 Discipline for Cash Shortages - The following disciplinary procedure shall be applied to employees who have a cash shortage in their collection drawer at the end of a shift:

A "Material Variance," for purposes of this Section 21.2 shall be defined as a shortage or overage of at least five dollars (\$5.00), but less than twenty dollars (\$20.00), per eight-hour shift. However, Acceptable (i.e. excusable) Events will not be considered when calculating the amount of shortage or overage. An "Excessive Revenue Variance," for purposes of this Section 21.2 shall be defined as a shortage or overage of twenty dollars (\$20.00) or more per eight-hour shift. However, Acceptable (i.e. excusable) Events will not be considered when calculating the amount of shortage or overage.

Disciplinary Procedure

The progressive disciplinary procedure described in Section 21.1 will be applied in any of the following circumstances:

1. three (3) Material Variances in a one-month period;
2. five (5) Material Variances in a three-month period;
3. one (1) Excessive Revenue Variance;
4. a total monthly revenue variance of forty dollars (\$40.00) or more.

Additional Provisions

Theft of Any Amount - If the Employer reasonably believes that an employee has misappropriated funds, regardless of amount, that employee will be subject to immediate termination and/or referral of the matter for criminal prosecution. An individual so terminated, however, shall have the right to invoke the grievance procedure detailed in Article XIX with respect to her or his termination.

Loss of Money Bag - Any employee who loses her or his money bag may be subject to an immediate suspension, at the sole discretion of the Executive Director, pending the completion of a full investigation of the incident.

End of Shift Balance - As soon as practicable after the end of each shift, after the employee has counted her or his revenue and banked the same, the employee will be shown a summary of what sums she or he should have. It is understood that this summary will be subject to verification by the Executive Director within a reasonable period of time. If an employee is informed of a shortage, she or he shall have the opportunity to review the evidence documenting the shortage.

ARTICLE XXII - NO STRIKES OR LOCKOUTS

The Union and its members will not cause, call or sanction any strikes, work stoppage or slowdown, nor will the Employer lockout its employee during the term of this Agreement. It is

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

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

ARTICLE XXIV - SAVINGS CLAUSE

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 provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XXV - LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Labor-Management Committee consisting of two employees designated by the Union and two Management representatives to address matters of mutual interest and concern other than grievances and/or matters which are subjects of collective bargaining, including but not limited to safety concerns related to movement of collections personnel among lanes for troubleshooting purposes. The Committee shall meet quarterly, provided, however, that at either party's request the Committee shall convene up to two (2) additional meetings per year.

ARTICLE XXVI - AUTOMATION/TECHNOLOGICAL CHANGE

If, on or after July 1, 2020, the Employer implements further automation of its toll collection system that results in the elimination of any toll collection positions in the Employer's Operations Division ("Operations"), the Employer shall make best efforts to offer positions elsewhere within RITBA to the displaced Operations employees (the "Displaced Employees") by

overall seniority, subject to successful completion of training for the new job duties. Displaced Employees shall: (i) receive the same rate of pay as they received in their former toll collection positions; (ii) remain members of the bargaining unit; and (iii) be afforded all of the contractual rights and benefits provided by this Agreement.

The Employer reserves the right to eliminate by attrition any new full-time positions offered to Displaced Employees.

In exchange for a comprehensive release of claims, including release of contractual bumping and recall rights, the Employer shall offer to all Displaced Employees laid off pursuant to the terms of this section, including those who are offered but decline positions elsewhere within RITBA, a termination benefit to be negotiated at the time of termination, plus 25% of accrued sick time, in addition to the 25% accrued sick time benefit due under the terms of this CBA upon voluntary and non-disciplinary termination of employment.

In the event that any Displaced Employee who was offered, and accepted, a position vacates such position within one year of accepting the position, any Displaced Employees who were not offered positions shall have a right of recall by overall seniority, subject to successful completion of training for the new job duties and subject also to the Employer's right not to fill the position but to instead eliminate the position by attrition, as set forth in this section.

The intent of this provision is to provide for the continued employment of as many of the Displaced Employees as is reasonably possible. However, the Employer has an obligation to operate efficiently, with appropriate staffing, and the number of full-time positions to be offered to Displaced Employees may be less than the number of eliminated positions, depending upon the Employer's staffing needs. Nothing in this Agreement is intended or shall be interpreted as a no lay-off provision.

Other than as specifically set forth in this section, the Employer shall retain all management rights as set forth in this Agreement.

ARTICLE XXVII – SUCCESSORS AND ASSIGNS

This CBA, including but not limited to the position classifications, wages, and seniority terms, shall be binding on the parties and their respective successors and assigns. This Agreement represents the entire agreement between the parties on all issues that were or could have been the subject of negotiation between them. During the term of this Agreement, neither party will be required to negotiate with respect to any such subject matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated and/or executed this Agreement.

ARTICLE XXVIII TERMINATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2023. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the termination date of its desire to modify this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this _ day of, 2021.

THE RHODE ISLAND TURNPIKE
AND BRIDGE AUTHORITY

Judith M. Morse
Chair



Lori Caron Silveira
Executive Director

UNITED SERVICE AND ALLIED
WORKERS OF RHODE ISLAND



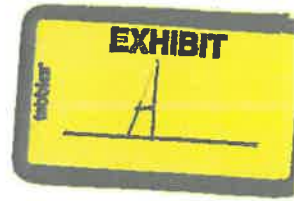
Karen B. McAninch, Business Agent

M. Patrick Welford

Patrick Welford, Steward

Barbara Cunha

Barbara Cunha, Steward



MEMORANDUM OF AGREEMENT
(Article 5.10 – Vacant Shifts – Call List)

This **MEMORANDUM OF AGREEMENT** is made and entered into as of the _____ day of May, 2011, by and between the United Service and Allied Workers of Rhode Island (“USAW-RI” or the “Union”) and the Rhode Island Turnpike and Bridge Authority (“RITBA”).

RITBA and USAW-RI are parties to a collective bargaining agreement in effect from July 1, 2008, through June 30, 2011 (the “CBA”). The CBA includes Article 5.10, which provides, in pertinent part, as follows:

5.10 Overtime opportunity will be offered to employees within classification and work location by seniority on a rotating basis and any employee who does not accept the opportunity for overtime shall be considered as having accepted the opportunity for the purpose of rotation. If an employee is unable to be reached, he/she will retain his/her position on the list...

On or about May 20, 2009, Director of Operations Marianne Hillier issued a Memorandum entitled, “Procedure for Overtime.” The May 2009 Memo provides, in pertinent part, as follows:

To Fill Toll Collector OT:

1. Go to toll collector list and begin at #1 and continue down the list until the vacancy is filled.
2. After exhausting the toll collector list and the vacancy has not been filled, go the Supervisor Call List and offer OT to the Collector/Supervisor that is next on the list.
3. Go to Casual Toll Collectors last.

To Fill Supervisor OT:

1. Go to the Supervisor list and begin at #1.
2. After exhausting the Supervisor list, go to the toll collector OT list and offer OT to a Toll Collector/Supervisor next on the list.

NOTE: The Senior Supervisor or Collector/Supervisor will be inside the building.

On or about December 31, 2010, an overtime shift became available. The first employee on the call list was not called because she had taken a holiday; the second employee on the list had called in sick for an earlier shift that day; and the third employee, collector/supervisor [REDACTED], was not called because he had not worked a full work week, having taken a sick day earlier in the week. The fourth employee on the list accepted the shift.

A dispute has arisen between RITBA and the Union, and a grievance has been filed on behalf of Mr. [REDACTED] regarding his not being offered the overtime shift that became available on December 31, 2010. (the "[REDACTED] Grievance"). RITBA and the Union now wish to resolve this matter and settle it finally, completely, and forever, as well as any related or further claims, known or unknown, that either of the parties has made or could have made against each other, upon the terms and conditions herein set forth.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, RITBA and the Union, therefore, mutually agree as follows:

1. **Compensatory Time.** Upon execution of this Agreement, RITBA will credit to Mr. [REDACTED] eight (8) hours of compensatory time. This credit shall not constitute an admission of any violation of the CBA and shall be made without prejudice to the position of RITBA regarding the operative language of the CBA and past practice.

2. **Call List and Eligibility.**

(a) An employee on the call list who would not receive time and one half for the available shift (because the employee has not worked 40 hours) shall remain eligible to be called and offered the shift. The employee may then work the shift and either (a) elect to receive straight time for the shift, thereby receiving straight time pay for 48 hours in that work week; or (b) notify RITBA that he or she wishes to "save" the sick or vacation day used earlier in the week and substitute the available shift, thereby receiving straight time pay for 40 hours in that work week.

(b) Employees on the call list shall retain their respective positions on the list whether they accept an offer to work a vacant shift or not, provided, however, that an employee who works the vacant shift, either at time and one half or at straight time, shall be moved to the bottom of the list for purposes of the call-in rotation.

(c) Notwithstanding the foregoing, an employee on the call list whose absence (either because of sickness, vacation, or other leave) has caused a shift to become available or who is absent (either because of sickness, vacation, or other leave) when a shift becomes available shall not be eligible to be called and offered any shift within the 24-hour period that includes the employee's absence but shall retain his or her position on the call-in list.

(d) Upon execution of this Agreement, RITBA will instruct supervisors to follow the procedure for filling available shifts set forth in the Memorandum attached hereto as Exhibit A.

3. **Grievances.** The Union agrees that the [REDACTED] Grievance may be and is hereby withdrawn with prejudice, and that no further grievances will be filed regarding the overtime call list other than in accordance with the terms of the CBA, as modified by this and any other Memoranda of Agreement.

4. **No Precedent.** Neither this Agreement nor the facts involved in it will establish a precedent or past practice or will serve as the basis of any new grievance, but this Agreement shall constitute an agreed-upon interpretation of Article 5.10, as supplemented by the May 2009 Memorandum, for the balance of the contract term with regard to the overtime call list. This Agreement will not be used in any forum, except to enforce the terms of this Agreement.

**RHODE ISLAND TURNPIKE
AND BRIDGE AUTHORITY**

Date: _____

By: _____

**UNITED SERVICE AND
ALLIED WORKERS OF RHODE
ISLAND**

Date: _____

By: _____

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

Position: Maintenance

Reports to: Chief of Maintenance

Nature of Work:

The functions of this position include maintaining and repairing all physical facilities and equipment associated with the Rhode Island Turnpike and Bridge Authority, installing equipment necessary for the proper functioning of the bridges and assisting in the physical operations where necessary, such as insuring the bridge is clear for traffic and supervision temporary help for specified jobs. Maintenance employees perform day-to-day overall duties based on established standard practices and proceed alone, referring major decisions and questionable cases to the Chief of Maintenance. This position has daily reporting as well as job-related contact with the Chief of Maintenance and job-related contact with consulting engineers on a periodic basis. This position requires an individual to occasionally supervise temporary help working on short-term projects.

Position

- Responsibilities:**
1. Receives general work orders from Chief of Maintenance concerning work priorities and organizes daily work around this order.
 2. Maintains on a daily basis the grounds, buildings, and vehicles of RITBA, insuring that everything is in good condition and working order.
 3. Maintains on a daily basis the bridges and associated facilities, repairs immediate problems within capability, and reports any problems requiring assistance.
 4. Inspects and maintains in detail, based on a schedule established by consulting engineers, all bridge facilities, including lighting, communication system, support systems, super-and substructures, and all related items; and repairs where possible and reports major work needed.
 5. Supervises and assists temporary help on specified work projects, such as painting, ironwork or other projects related to maintenance, repairs, installation, improvements or other matters.
 6. Assists Plaza Supervisor to insure that traffic will run smoothly over the bridge, including installing and maintaining signs and routing devices as needed, assisting with vehicle traffic problems; and assisting with pedestrian problems on bridge and other related matters.
 7. Performs other related duties as assigned.

**Knowledge,
Abilities and
Skills:**

For the maintenance position, an individual should have a working knowledge of general maintenance work related to buildings, grounds, and bridge structures. This would include basic knowledge of plumbing, electrical fixtures, landscaping, painting, concrete work, ironwork and automotive maintenance. An individual should have the ability to climb structures as needed, to diagnose defects in physical facilities and to understand general mechanical, electrical and structural functions.

Skills necessary are a general capability to operate a variety of machines and perform basic repairs concerning Authority facilities.

**Training and
Experience:**

An individual should be trained or have experience in general maintenance and repair work as would have occurred in broad shop training in vocational programs or on-the-job training.

Considerable experience in a technical field, such as carpentry, electricity, ironwork or major structural painting is necessary for this position. This experience would enable the individual to meet all normal or typical work situations associated with the position.

EXHIBIT

D

BlueSolutions



Blue Cross
Blue Shield
of Rhode Island

100/60 \$1,900/\$3,800

High-Deductible Health Plan
HSA Qualifying

Understanding
Your Benefits

Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$1,900 per individual plan;
\$3,800 per family plan in-network
- \$3,800 per individual plan;
\$7,600 per family plan out-of-network

The deductible has an aggregate calculation, which means that all deductible amounts paid count toward the family deductible amount, and one or all can meet it.

Out-of-pocket Limits

The following is the maximum you would pay out-of-pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles, and coinsurance).

- \$2,600 per individual plan;
\$5,200 per family plan in-network
- \$7,800 per individual plan;
\$15,600 per family plan out-of-network

The out-of-pocket limit has a hybrid calculation, which means that all out-of-pocket amounts paid count toward the family out-of-pocket limit, but the individual will never pay more than their individual out-of-pocket amount.

Please note:

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's covered Service	What you pay	
	In-Network	Out-of-Network
Preventive Care		
▪ Adult preventive care	0% per visit	40% per visit after deductible
▪ Child preventive care		
▪ Immunizations		
▪ Preventive lab, X-ray, and imaging		
Primary Care Office Visits		
▪ Adult primary care	0% per visit after deductible	40% per visit after deductible
▪ Adult gynecological exam		
▪ Pediatric primary care		
Specialist Office Visits		
▪ Specialty care	0% per visit after deductible	40% per visit after deductible
▪ Chiropractic (limit 20 visits per year)		
▪ Routine eye exam (limit 1 visit per year)		
Outpatient Services		
▪ Diagnostic lab, X-ray, and imaging	0% per visit after deductible	40% per visit after deductible
▪ Medical/surgical care		
▪ High-end radiology (e.g., MRI/CT/PET), nuclear medicine, and sleep studies		
▪ Inpatient Services		
▪ Hospitalization	0% per visit after deductible	40% per visit after deductible
▪ Maternity		
▪ Mental health		
▪ Chemical dependency		
▪ Rehabilitation (limit 45 days per year)		

Beyond Benefits

Sign in to your member page on bcbsri.com for useful plan and wellness information at your fingertips.

Access Your Benefits:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible and out-of-pocket maximum.
- Check out our cost and quality tools.
- Find the member handbook to learn what to expect from BCBSRI.

Health Topics & Discounts:

- Read about thousands of health topics in the Health Center.
- Learn how you can get discounts on gym memberships, as well as free one-week trial memberships.

Need help?

Call Customer Service

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY (Telecommunication Device for the Deaf) users should call 711

Hours:

Monday – Friday,
8:00 a.m. to 8:00 p.m.,
Saturday – Sunday,
8:00 a.m. to noon
Eastern Time

What's covered Service	What you pay	
	In-Network	Out-of-Network
Hospital Emergency Services	0% per visit after deductible	0% per visit after deductible
Urgent Care	0% per visit after deductible	0% per visit after deductible
Telemedicine Visits	0% per visit after deductible	Not covered
Retail-Based Clinic Visits	0% per visit after deductible	40% per visit after deductible
Ambulance		
▪ Ground	0% per occurrence after deductible	0% per occurrence after deductible
▪ Air/Water	0% per occurrence after deductible	0% per occurrence after deductible
Durable Medical Equipment	20% per service/device after deductible	40% per service/device after deductible
Physical/Occupational Therapy		
▪ Physical therapy	0% per visit after deductible	40% per visit after deductible
▪ Occupational therapy		
▪ Speech therapy		
Prescription Drugs	\$10*-Tier 1; \$30*-Tier 2; \$50*-Tier 3; \$75*-Tier 4; \$125*-Tier 5	Not covered
Pediatric Vision (For dependents under age 19)	0% per service after deductible	Not covered
▪ Collection prescription glasses		
▪ Standard lenses and lens options		
▪ Collection contact lenses		

*Applicable once deductible is satisfied.

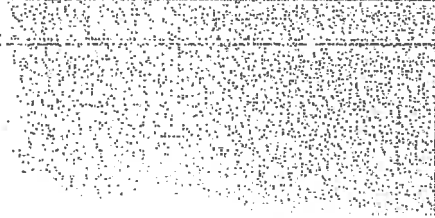


This is a summary of your BlueSolutions benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call the number located on the back of your BCBSRI ID card. If you have questions about receiving medical care, please call your doctor.

500 Exchange Street • Providence, RI 02903-2699
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.



**Blue Cross
Blue Shield**
of Rhode Island



What's covered Service	What you pay	
	In-Network	Out-of-Network



DELTA DENTAL PREMIER -- PLAN 1-A BENEFITS SUMMARY



This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. To be covered, services must be *dentally necessary* and appropriate as per *our* review guidelines.

UNDER AGE 19		MAXIMUMS	
Annual Maximum	None		
Medically Necessary Orthodontic Lifetime Maximum	None		
Maximum Lifetime Cap	Unlimited		
In Network Out-of-Pocket Maximum (per member)	\$550 for one individual under age 19 / \$700 for two or more individuals under age 19		
Out-of-Network Out-of-Pocket Maximum (per member)	None		

P Indicates Pre-treatment Estimate recommended.
 A Indicates Prior Authorization required.

AGE 19 & OVER		MAXIMUMS	
Annual Maximum	\$1,200		
Maximum Lifetime Cap	Unlimited		

P Indicates Pre-treatment Estimate recommended.

Procedure	In Network	Out of Network	Frequency / Limitations
Oral Exam	100%	100%	Twice per calendar year
Bitewing x-rays	100%	100%	Two sets per calendar year
Complete x-ray series or panoramic film	100%	100%	Once every 60 months
Single x-rays	100%	100%	As required
Cleaning	100%	100%	Twice per calendar year
Fluoride treatment	100%	100%	Twice per calendar year
Sealants	100%	100%	Once every 24 months on unrestored permanent molars
Space maintainers	100%	100%	Once every 60 months for lost deciduous (baby) teeth

Procedure	In Network	Out of Network	Frequency / Limitations
Diagnosis	100%	100%	Twice per calendar year
Oral Exam	100%	100%	Twice per calendar year
Bitewing x-rays	100%	100%	One set per calendar year
Complete x-ray series or panoramic film	100%	100%	Once every 60 months
Single x-rays	100%	100%	As required
Cleaning	100%	100%	Twice per calendar year

Procedure	In Network	Out of Network	Frequency / Limitations
Amalgam (silver) fillings	100%	100%	Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
Repairs to existing partial or complete dentures	100%	100%	Once per calendar year
Recementing crowns or bridges	100%	100%	Once every 60 months
Rebasing or relining of partial or complete dentures	100%	100%	Once every 60 months
Major Restoratives	100%	100%	Covered over natural teeth when teeth cannot be restored with regular fillings. Replacement limited to once every 60 months.

Procedure	In Network	Out of Network	Frequency / Limitations
Amalgam (silver) fillings	100%	100%	Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
Repairs to existing partial or complete dentures	100%	100%	Once per calendar year
Recementing crowns or bridges	100%	100%	Once every 60 months
Rebasing or relining of partial or complete dentures	100%	100%	Once every 60 months
Major Restoratives	100%	100%	Covered over natural teeth when teeth cannot be restored with regular fillings. Replacement limited to once every 60 months.

DELTA DENTAL PREMIER -- PLAN 1-A BENEFITS SUMMARY (Continued)

Procedure	In-Network	Out of Network	Frequency / Limitations
Endodontics			
Root canal therapy	100%	100%	Twice per calendar year
Periodontics			
Periodontal maintenance following active therapy	50%	50%	Once per quadrant every 24 months
Root planing and scaling	50%	50%	Once per quadrant every 36 months (bone grafts are not covered)
Ossseous (bone) surgery	50%	50%	Once per site every 36 months
Gingivectomies	50%	50%	Once per site every 60 months
Soft tissue grafts	50%	50%	Once per site every 60 months
Crown lengthening	50%	50%	Once per site every 60 months
Prosthodontics			
Bridges and crowns over implants	50%	50%	Replacement limited to once every 60 months
Partial and complete dentures	50%	50%	Replacement limited to once every 60 months
Surgical placement of endosteal implant and abutment	50%	50%	Once per tooth site per lifetime
Extractions and Oral Surgery			
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	100%	
Orthodontics			
Medically necessary braces and related services	50%	50%	Requires prior authorization. No payment will be made if not obtained. Covered only when medically necessary. Patient must have severe and handicapping malocclusion as defined by our guidelines. Once per lifetime.
Other Services			
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	100%	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	100%	
Dependent children are covered under these benefits up until the end of the month that they turn age 19			

Procedure	In-Network	Out of Network	Frequency / Limitations
Endodontics			
Root canal therapy	100%	100%	Twice per calendar year
Periodontics			
Periodontal maintenance following active therapy	50%	50%	Once per quadrant every 24 months
Root planing and scaling	50%	50%	Once per quadrant every 36 months (bone grafts are not covered)
Ossseous (bone) surgery	50%	50%	Once per site every 36 months
Gingivectomies	50%	50%	Once per site every 60 months
Soft tissue grafts	50%	50%	Once per site every 60 months
Crown lengthening	50%	50%	Once per site every 60 months
Prosthodontics			
Bridges and crowns over implants	50%	50%	Replacement limited to once every 60 months
Partial and complete dentures	50%	50%	Replacement limited to once every 60 months
Surgical placement of endosteal implant and abutment	50%	50%	Once per tooth site per lifetime
Extractions and Oral Surgery			
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	100%	
Orthodontics			
Medically necessary braces and related services	50%	50%	Requires prior authorization. No payment will be made if not obtained. Covered only when medically necessary. Patient must have severe and handicapping malocclusion as defined by our guidelines. Once per lifetime.
Other Services			
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	100%	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	100%	
Dependent children are covered under these benefits up until the end of the month that they turn age 19			

*Out-of-network care: This is the amount Delta Dental pays. For services received out-of-network, your costs will be greater. Non-participating dentists are paid at a reduced level. Please refer to your Certificate of Coverage for further details.
 *Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following year on July 2 or after.
 July 1, it will not be covered again until the following year on July 2 or after.

Wellness Incentive Program

Goal: The Rhode Island Turnpike and Bridge Authority and the Union have agreed to integrate preventative and wellness behaviors into the group health plan program by offering reductions in employee premium contributions or cash incentives subject to payroll deductions (at the employee's option) to employees who participate in the group health plan and who take certain measures designed to prevent illness/injury and promote wellness for themselves and their dependents, as hereinafter set forth. Cash incentives shall be subject to regular withholdings but shall not be considered compensation for purposes of establishing base rate, overtime rate, or retirement plan contributions.

FY12 Wellness Incentive Activities*	Incentive
1. Health Assessment On-line completion, with appropriate steps taken to ensure health care confidentiality	\$100.00
2. Wellness Coaching Programs On-line completion of up to three programs such as: weight, heart health, stress, pre-diabetes, exercise or nutrition	\$50 each up to \$150 maximum
3. Preventative Screenings Incentive for up to four of the following visits or tests: Annual well physical or gynecological exam Basic metabolic panel Cervical cancer screening (PAP smear)/PSA screening Mammograms Pre-natal obstetrical care Colonoscopy Flu shot PSA Screen	\$50 each up to \$150 maximum
4. Participation in Body Mass Index Testing at Health Fair	\$50
5. Non-Smoker or Completion of Smoking Cessation Program	\$100
6. Blood Pressure in Healthy Range (Note: National Institute of Health's target is $\leq 120/80$) First year will use "generous" target: $\leq 140/90$ Subsequent years will use "standard" target: $\leq 130/85$ [Or completion of an alternative program if there are medical reasons why the member cannot participate in this incentive.]	\$100

Total Potential Incentives:

Up to \$250 individual/\$500 employee plus one and family per year in 1st year of CBA; up to \$300 individual, \$600 employee plus one and family in 2nd and 3rd years of CBA, to be credited against premium contributions due and payable by employee

Additional Options for Future Years:

- **Participation in Biometrics Testing at On-Site Health Fairs: TBD**
Must complete all four: glucose test (diabetes), cholesterol, Blood pressure and Body Mass Index

- **LDL Cholesterol in Healthy Range: TBD**
[Or completion of an alternative if there are medical reasons why the member cannot participate in this incentive]

***Wellness Incentive activities may change each year, subject to mutual agreement.**



RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
DRUG AND ALCOHOL-FREE WORKPLACE POLICY –
SUBSTANCE ABUSE PROGRAM

This Drug & Alcohol Free Workplace Policy – Substance Abuse Program (the "Policy") is established by the Rhode Island Turnpike and Bridge Authority (the "Authority") under applicable law and pursuant to Article 4.2 of the collective bargaining agreement between the Authority and the United Service and Allied Workers of Rhode Island (the "Union") and is intended to be consistent with applicable state and federal law, which shall prevail in the event of any inconsistencies.

SCOPE/PURPOSE

The Authority is committed to providing a safe, healthy and productive work environment for our clients and our employees. Illegal drug and alcohol abuse on and off duty by employees poses a significant threat to this goal. This Policy balances our respect for the personal privacy interests of individuals with the need to maintain an environment free of illegal drugs and alcohol. It is not the intention of the Authority to intrude on off-duty activities of its employees away from its work sites, unless those activities have a job-related impact.

The parties acknowledge and agree on the importance of appropriate education, assistance, and treatment for all employees to combat the potential or actual influence of illegal/controlled drugs and alcohol. The Parties therefore encourage the utilization of the educational, assistance and treatment options which have been established by the CAP program as an importance component of the overall Substance Abuse Program.

This Program establishes minimum standards of testing on a consistent, standardized basis for the safety, productivity and economy of all parties and employees of the Authority. The Program will apply to all bargaining unit and non-bargaining unit employees and applicants of the Authority. The Authority will regularly review with the Union the effective implementation and enforcement of the Program, and will require appropriate action by any and all Parties who are not fully committed to and involved in the application of the Program.

This Program shall be subordinate to the Department of Transportation Regulations or any other federal or state drug testing mandates which shall prevail and apply only to those classes of employees and applicants subject to the mandatory drug testing regulations currently in effect, as amended or established in the future by the Federal Highway Administration, the U.S. Coast Guard, the Research and Special Programs Administration of the Department of Transportation or any other federal or state agency with appropriate jurisdiction. Employees are encouraged to voluntarily seek help for illegal drug and alcohol abuse problems. To that end, the Authority will provide information to workers regarding the availability of resources.

Where permitted by state and federal law, the Authority will conduct drug testing under one or another of the following circumstances:

Job Applicants

All job applicants will be required to satisfactorily complete a drug test, unless such applicant provides acceptable documentation that he/she has tested drug free within the preceding six (6) months by a NIDA/SAMSHA certified laboratory. Specimens will be collected at a designated off-site location and tests will be conducted in accordance with the test procedures set forth below. Applicants who report for

new employee processing who display reasonable cause to suspect that they may be impaired by alcohol, may be subject to alcohol testing as set forth in the testing procedures below.

If the point of collection ("POC") tests results are inconclusive, the applicant will not be employed by the Authority until test results have been verified in accordance with the testing procedure. If the POC test results are proven negative, the applicant will be paid for the orientation time and will be paid straight time hours for the time in question, provided the applicant is not referred to or is not engaged on an alternate work assignment while test results are pending. If the applicant tests positive, the applicant will be barred from employment. However, such applicant shall be paid two (2) hours of straight time for participating in the orientation program. If the participation in the orientation program requires more than two (2) hours of the applicant's time, such applicant shall be paid a maximum of four (4) hours of straight time. There shall be no pyramiding or orientation time and missed work payments under this section.

Any applicant barred from employment may be considered for reemployment provided the applicant satisfactorily completes a drug test conducted by a NIDA/SAMSHA certified laboratory or an approved drug rehabilitation program at the applicant's expense not less than sixty (60) days following the initial disqualification. Upon the successful completion of such subsequent test or program, the applicant will be eligible for Authority employment, providing, as a condition of continuing employment, the Employee voluntarily agrees in writing to substance abuse testing at Authority's request for a period of six (6) months.

Refusal on the part of any applicant to comply with the testing procedure will disqualify the applicant from consideration for employment by the Authority until such time as the applicant certifies, in writing, a willingness to comply with this Policy.

Testing: Employees will be subject to drug and alcohol testing only under the following circumstances:

- **Reasonable Cause:** Where there is reasonable cause to suspect that an Employee has an in-system presence of intoxicants or drugs on the job or in a job status, the Employee shall be subject to the reasonable cause procedures. An Employee will not be subject to reasonable cause procedures under this paragraph unless Employee conduct or other related circumstances provide a reasonable basis to believe that the Employee may have ingested an intoxicating substance and/or is suffering from impairment of some sort while on the job site. An Authority employee having reasonable cause to suspect use of drugs and/or alcohol on the job should report the suspicion to a supervisor. If a supervisor is not available, then the reporting employee should contact the Authority's Safety and Security Manager. Observations giving rise to reasonable cause must be confirmed by a second Authority supervisor, wherever possible. The supervisor's observation shall also be discussed with the Union steward, providing a steward is readily available. Finally, before an Employee is referred to the reasonable cause procedures, the action must be approved by the Safety and Security Manager.
- **Post-Accident:** Any employee who is directly involved in an accident on a job site or in the course of job duties which involves use of vehicular equipment, heavy equipment, power tools or other dangerous instrumentality or working conditions and which results in a need for off-site medical care or substantial property damage (generally in excess of \$1,000) shall be referred for a substance test. A substance test will not be required if a Authority supervisor or safety representative determines that the Employee did not contribute to the cause of the accident or could not have avoided it. The test must be conducted by an NIDA/SAMSHA certified laboratory as soon as practical following the accident. Such tests shall be undertaken prior to and as a condition of returning to work. Post-accident testing will be a nine (9) panel drug test regimen.

- Employees removed from duty for reasonable cause or post-accident testing will remain off duty until test results are received. If the Employee tests negatively, the Employee will receive full back pay for the time missed. If the Employee tests positively, the Employee will be barred from employment effective the date and time of the specimen collection. Any Employee so barred will be eligible for reemployment by the Authority after a period of not less than sixty (60) days. Before being rehired, any such Employee must pass a drug test conducted by a NIDA/SAMSHA certified laboratory at the Employee's expense, and must agree, as a condition of reemployment, to submit to substance use testing at Authority's request, for a period of six (6) months.
- Any Employee directed for testing shall be entitled to request the presence of a Union steward in pretest meeting with Authority management. Provided a Union representative has been requested and is readily available, no specimen will be collected until the steward can meet with Authority representatives. The procedures described in this paragraph shall not operate to impede timely collection of test specimens.

Drugs to be Tested and Test Procedures

Test Standards: Drugs to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services. Drug tests shall be conducted as described below. Any alcohol testing will be conducted by devices and under procedures approved by Rhode Island law.

Test Procedures: Drug testing will be conducted in three phases by urine testing.

- Phase 1 – POC Immunoassay Screen using the RapidTox test, or its equivalent. If the POC test is "inconclusive," the specimen shall be split and will be sent by overnight courier to a NIDA/SAMSHA laboratory for Phase 2 and Phase 3 testing if necessary.
- Phase 2 – Immunoassay screening and specimen integrity testing by EMIT or equivalent. If the specimen is unacceptable, the Employee or applicant will be requested to provide a fresh specimen. If the Phase 2 screen reads positive, it will be forwarded for Phase 3 confirmation testing.
- Phase 3 – Confirmation testing by Gas Chromatography/Mass Spectrometry (GC/MS). Positive test results will be forwarded to the Medical Review Officer (MRO) to be reviewed with the specimen provider and reported to the Authority and, if authorized, to the Union's EAP program.
- All laboratory testing shall be conducted only by laboratories licensed and certified by the U.S. Department of Health and Human Services and shall be conducted in accordance with Mandatory Guidelines for Federal Workplace Testing Programs, as amended.
- Drugs to be Tested and Threshold Levels – Pre-employment and reasonable suspicion tests will test for the following drugs. The threshold level for a positive test for each drug is as indicated:

Drug	Screen Cut Off	Confirmation Cut Off
Marijuana Metabolites	50 NG/ML	15 NG/ML
Cocaine Metabolites	150 NG/ML	100 NG/ML

Opiate Metabolites ¹	2000 NG/ML	2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Amphetamines	500 NG/ML	250 NG/ML

Alcohol – An employee shall be presumed to be under the influence of alcohol with a blood alcohol level equal to or greater than .04 percent alcohol.

In the event that the Department of Health and Human Services changes the screen or confirmation threshold cutoffs or adds new drugs or procedures to the list of drugs to be tested and the prescribed test procedures, this Policy shall be automatically amended to accommodate such change, addition or amendment.

Post-accident tests will use a 9 panel test, which will include the drugs listed above.

Retests: In the event of a positive result, a confirmation test (GC/MS) will be performed by the drug testing laboratory. In addition, the drug testing laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing and follow-up retesting at the request of the Employee or the Union at their expense, or by the Authority, at its expense. The laboratory shall endeavor to notify the Employee/applicant and the Authority of positive test results within three (3) working days after receipt of the specimen. The Union, Employee or the Authority may request a re-test within three (3) working days from notice of a positive test result. Costs of re-tests will be paid in advance by the requesting party. In the event the initial test is proven to be a false positive, costs for any retests shall be reimbursed.

The drug testing laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody.

Employees must execute any documentation necessary to release report of test results to the Authority. Failure to execute the appropriate release forms or to comply with testing procedures, or the reasonable cause procedures (including adulteration of test specimens), will result in a permanent bar from Authority employment.

APPEAL PROCEDURE

Disputes involving Employees shall be referred to the grievance process set forth in the Collective Bargaining Agreement.

¹ Testing for opiates will be through an expanded opiate panel to include oxycontin and oxycodone.