

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE RHODE ISLAND TURNPIKE

AND BRIDGE AUTHORITY

and

UNITED SERVICE AND ALLIED WORKERS

OF RHODE ISLAND

July 1, 2023, to June 30, 2026

## 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	4
V. Hours of Work	5
VI. Wages	9
VII. Part-time Positions	11
VIII. Vacations	12
IX. Sick Leave and Personal Day	13
X. Seniority	16
XI. Health Benefits	18
XII. Retirement/Life Insurance	20
XIII. Holidays	20
XIV. Other Paid Leaves	22
XV. Unpaid Leaves	24
XVI. Uniforms	25
XVII. Equal Employment Opportunity	26

XVIII.	Vacancies - Posting	26
XIX.	Grievance Procedure	27
XX.	Arbitration	28
XXI.	Discipline and Discharge	28
XXII.	No Strikes or Lockouts	29
XXIII.	Alteration of Agreement	29
XXIV.	Savings Clause	29
XXV.	Labor-Management Committee	30
XXVI.	Automation/Technological Change	30
XXVII.	Successors and Assigns	31
XXVIII.	Entire Agreement	31
XXIX.	Termination of Agreement.	31

This Agreement entered into as of the 1st day of July, 2023 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: Traffic management technician (TMT), toll image reviewer, 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 Tolling Operations; Safety and Security Manager; the Director of Engineering; the Chief of Maintenance; the Chief Financial Officer; the Executive Director's administrative staff; all office clerical employees; and all temporary and/or part-time employees as hereinafter defined. The bargaining unit shall include all other employees.

1.3 The Employer may hire "temporary" employees. A "temporary" 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/or when extraordinary circumstances arise and make their employment necessary. 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 casual maintenance employees working for the Employer, provided, however, 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).

In addition, nothing in this Agreement shall prohibit or limit the Authority's right to retain outside contractors to perform work not normally performed by the bargaining unit employees.

1.4 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. The Employer and the Union agree to not discriminate against any member of the bargaining unit covered by this agreement, in accordance with state and federal law, because of race, religion, color, sex, age, qualified individuals with disabilities, national origin and/or sexual orientation.

1.5 The Employer agrees that the Union may appoint two (2) stewards, 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 bargaining unit members from more than one department, 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.

1.6 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.

1.7 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 they 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.

2.4 Since the inception of open road tolling, non-bargaining unit personnel have done image review work, and they continue to do this work on an as-needed basis, as determined by RITBA. Notwithstanding that image review remains shared work, bargaining unit members in the image review classification shall not be laid off for lack of work as long as RITBA has adequate image review work for four (4) full time image reviewers. Overtime will be offered to image review bargaining unit members before subcontracting image review to a third party.

Maintenance employees routinely operate the UB. Notwithstanding the foregoing, when an engineer, consultant, or other contractor is qualified to operate the UB, then Employer retains the right to staff the UB with a bargaining unit member as driver and the engineer, consultant, or other contractor as operator of the bucket, except on Holidays.

### **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 agrees it will exercise its rights in good faith.

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 methods 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, 2023, 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 TMTs, the normal work week for payroll purposes will 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.

For maintenance employees, schedules will 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 consisting of forty (40) hours, made up of five (5) eight-hour days. Maintenance employees will 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.

Bargaining unit members are entitled to a thirty (30) minute meal period. Bargaining unit members who work through the meal period will be paid for all hours worked.

For toll image reviewers, the Employer may create two (2) work schedules (Monday-Friday and Tuesday-Saturday) consisting of forty (40) hours, made up of five (5) eight-hour days between the hours of 7 A.M. to 6 P.M.

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

Employees beginning employment with RITBA will be paid for hours worked only, regardless of the day of the week that they begin.



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 Manager, an employee may exchange shift assignments by mutual agreement with another employee, 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.

5.2.1 Permanent shift assignments for TMTs will be posted 1. On the first Monday in December of each year and shall remain posted through the fifteenth day thereafter (the "Posting Period"), and 2. Within thirty (30) days after the next TMT position is filled. During the Posting Period, TMTs may submit to the Safety & Security Manager their preferred shift assignments, in order of preference. The shifts will be assigned within the TMT 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 their 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.

If the Authority implements new or updated technology, or if the Authority, in its sole discretion, determines that a TMT needs remedial training in the performance of TMT duties, then the Authority may require that the TMT work two (2) consecutive 7 AM - 3 PM shifts. TMTs 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.

5.2.3 Shift assignments will remain in effect until the following January, provided, however, that if the Employer needs to implement a schedule change, the Employer shall have the right to do so once during each contract year. The Employer will notify the union thirty (30) days prior to said shift change 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 If the Employer wishes to change a maintenance employee or toll image reviewer's shift, other than on a temporary basis, the shift change will be offered by seniority. If the shift remains vacant after exhausting the seniority list, it will be filled by reverse seniority. The Employer will notify the Union thirty (30) days prior to said shift change. The Employer may only permanently change an employee's shift once within a 12-month period. For purposes of this Agreement, temporary basis is defined as no more than 21 days. The Employer will notify and confer with the Union if the temporary shift change is to exceed 21 days.

5.4 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 their option. Any employee who uses sick leave, vacation leave or a paid personal day during this shift will receive only seven (7) hours' pay.

5.5 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.

5.5.1 TMTs 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 TMT 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.

5.5.2 Partial shifts scheduled as shifts of at least five (5) hours in duration shall be deemed "complete" shifts for purposes of Article 5.5.1, 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.)

5.5.3 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.

5.5.4 Overtime work shall be defined as all hours worked in excess of 40 hours per week and/or 8 hours in one day, to include comp time, holidays, vacation days, jury duty, and leave for death in the employee's immediate family.

5.6 Whenever a bargaining unit member 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.

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 opportunities will be offered to employees within classification and work location by seniority on a rotating basis.

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 they do 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 Traffic Management Technician Training Opportunities. In December of each year, the Union will provide the Authority with a list of bargaining unit members that would like to be trained in the Traffic Management Technician position. A total of four (4) bargaining unit members will be selected, by overall seniority, for the following calendar year. RITBA will train the two (2) most senior bargaining unit members that signed up, training some or all the others, if needed, at RITBA's discretion. All hours worked in the TMT position will be at the current rate of a TMT, and seniority in the TMT classification will accrue for each hour worked in the TMT position if training is successfully completed, resulting in the potential placement of the employee in a vacant TMT shift.

5.11 Employees who are called in to report for emergency work after having left their place of employment and outside of their regular scheduled work hours shall receive no less than three (3) hours' pay at their overtime rate. Emergency overtime will be offered to the employee within the closest proximity to the work. If a call for emergency overtime is not answered, the next closest employee will be called. Pre-scheduled overtime will be offered according to the overtime list. If

a call for overtime is not returned within ten (10) minutes, the next employee on the list will be called.

5.12 It is agreed that when an employee is called to work a shift other than their own, they will be permitted to complete the shift period. Employees that are held over for a shift immediately following the completion of their own shift will be permitted to complete the remainder of the vacant shift in question. If a second, third, or weekend shift becomes vacant due to an employee's sick or vacation absence, the Employer will fill said shift using the rotating overtime list until the incumbent returns.

5.13 Temporary Shift Change: The Employer will have the right to temporarily change an employee's eight (8) hour shift with advance notice of five (5) days. If the temporary change is less than five (5) days' notice, the hours worked for said shift change will be paid at the employee's overtime rate. The first day of the 5-day notice will be the day that notice is given, provided the request is made by 12PM, and to include start date of assignment. For example, notice of a temporary shift change that is given at 9AM on Thursday, for an assignment starting on Monday, would not require the employee to be paid at their overtime rate.

5.14. In the event that RITBA's image review system goes down, and there's no solution readily available, employees will be given the option to stay for the remainder of their shift or use eligible vacation and/or compensatory time.

5.15 In the event of an anticipated weather system where employees need to report for duty outside of their regularly scheduled work hours, RITBA will schedule the employees to report for work one hour prior to the anticipated weather system. The resources used for determining the start and severity of an anticipated weather system are at RITBA's sole discretion. RITBA will offer the shift in accordance with the seniority and shift change procedures.

## **ARTICLE VI -WAGES**

6.1.a. The hourly wage rate as of July 1, 2023 and for each additional year of this agreement, shall be as follows:

## Hourly Rates

	7/1/2023	7/1/2024	7/1/2025
General Maintenance	32.50	33.32	34.15
Maintenance I	34.64	35.51	36.39
Maintenance II	29.36	30.09	30.84
Maintenance III	23.49	24.07	24.67
Maintenance IV	18.79	19.26	19.74
Traffic Management Technician	29.35	30.09	30.84
Toll Image Reviewer	20.27	20.78	21.30

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 Hazard Pay for Aspen UB-62 and Non-Deck Apparatus.

6.3.a. Employees in any maintenance positions shall receive hazard pay for hours worked either (i) as driver or in the bucket of the Aspen UB-62, (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).

6.3.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.

6.3.c. Aspen UB-62 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 Aspen UB-62 and/or non-deck apparatus.

6.3.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.

6.4 Training Pay: An additional \$1 per hour for a total of no more than forty (40) hours will be paid to employee(s) that are required by management to train a new employee or an employee moving to another classification. For the purposes of this agreement, a new employee is defined as an employee in their initial 6-month probationary period.

6.5 Employees in the General Maintenance, Maintenance 1, and Maintenance 2 positions who have a current Commercial Driver's License shall receive additional pay of \$ 0.85 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 POSITIONS**

In the event the Employer offers part-time positions for bargaining unit work 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:

<b><u>Number of Annual Hours</u></b>	<b><u>Period of Continuous Service</u></b>
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

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 Upon completion of 22 years of service, employees will receive an additional 40-hour accrual to be used for standard vacation leave or to be paid in the first pay period in July.

8.3 Employees with at least 5 years of service or more have the option to “cash in” up to 40 hours of vacation time by giving written notice to the Human Resources Manager between December 1<sup>st</sup> and 15<sup>th</sup> each year.

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

8.5 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.

8.6 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.

8.7 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.

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

8.9 The Employer will approve or deny vacation requests within 72 business hours of receipt. Once a vacation request has been approved by the Employer, the Employer may not retract approval of said vacation request.

8.10 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;
- (5) domestic partner; 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.

For the purposes of this agreement, domestic partner is defined according to RIGL 8-8.2-20.

#### **ARTICLE IX- SICK LEAVE AND VACATION DAY**

9.1 Full-time employees who have completed thirty (30) days of continuous employment 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. However, sick leave cannot be used until the employee completes their probationary period.

9.1.1 Accrued sick leave hours may be used by the employee to take time off from work to care for themselves when they are too sick to work, are injured, or have a routine medical appointment. They may also use accrued sick leave hours to deal with the impact of domestic violence, sexual assault, or stalking. Accrued sick leave hours may also be used to assist their child, spouse, domestic partner, mother, father, mother-in-law, father-in-law, or other member of their household for the same purposes. An employee that schedules sick time in advance, and in excess of 4 hours, may be required to present a physician's certification, stating they were unable to report to work for the remainder of their shift.

9.1.2 Any employee who intends to use their 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 their 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 8.10 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 an additional vacation day.

9.5 In accordance with RI Workers Compensation Law, whenever an employee shall be absent from their duties and is receiving compensation as provided in the workers compensation laws, they shall be granted sick leave so that the total of their compensation as provided in the workers compensation laws and their deductions from sick leave shall not exceed eighty-three and three tenths percent (83.3%) of their regular compensation. Deductions from accumulated credits shall be applied only to that part of their salary which is paid as an addition to workers' compensation payments. Annual leave credits may be applied in the same manner. When the absence shall not be covered by sick leave or annual leave it shall be deemed to be leave without pay.

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 2023 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.

Employees 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.

#### 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 they occupy (or re-occupy) that position. If, at the conclusion of the probationary period, the Employer determines that the employee has not performed satisfactorily during their 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, layoff and recall. 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 they occupy (or re-occupy) 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 their 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, TMTs and toll image reviewers.

10.6 Every employee who is classified as a maintenance or toll image reviewer employee shall be considered to have seniority in the TMT classification for every hour worked as a TMT. An employee, however, may use such seniority as a TMT only in the event that the employee becomes medically unable to perform the duties of their position as a maintenance or toll image reviewer employee and yet remains medically able to perform the duties of a TMT. Any employee who transfers to a TMT 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 they occupy (or re-occupy) the TMT position.

10.7 An employee transferred from one job classification to another at the direction of the Employer, or at their own request, shall retain in the job classification from which they were transferred the seniority they 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 they are transferred only from the date they began work therein; and in the event of a layoff in the last mentioned job classification they shall have the privilege of returning to the job classification from which they were 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 currently provided by the Employer 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 up to 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 \$2,400
Individual/Spouse Coverage	Cap of \$4,200
Individual/Child(ren)	Cap of \$4,200
Family Coverage	Cap of \$5,000

Employees with individual coverage shall pay the last \$250 of the deductible applicable to the group plan annually, beginning January 1 annually. Employees with individual/spouse, individual/child, or family coverage shall pay the last \$500 of the deductible applicable to the group plan annually, beginning January 1 annually. Example: Out of the \$2,000 deductible for Employee Only coverage, RITBA will pay the first \$1,750, and the employee will be responsible for the last \$250.

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 health 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 health 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. Any employee

enrolled as a dependent on our health plan may not receive a stipend for declining group health 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 of up to 5% of the employee's gross qualified earnings. . A discretionary amount, determined each year by the Employer, will be contributed on behalf of all eligible employees, as set forth in the Summary Plan Document, as amended. 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 thirteen (13) 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  
Juneteenth  
Independence Day  
Victory Day  
Labor Day



Columbus Day  
Veterans' Day  
Election Day  
Thanksgiving Day  
Christmas Day  
(collectively, "Holidays")

Additionally, any day designated in the future as a holiday by the Rhode Island 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. Holiday Pay will be administered as follows:

1. January 1st, June 19<sup>th</sup>, July 4th, November 11th, December 25th (New Years Day, Juneteenth, Independence Day, Veteran's Day, Christmas), and any date designated in the future as a holiday by the Rhode Island General Assembly:

Image Reviewers- will have the date of observation off and will be paid 8 hours of Holiday pay at the straight time rate. Overtime will be paid for all hours worked on the aforementioned dates, regardless of the date of observation.

Traffic Management Technicians- will work regularly scheduled shifts unless PTO has been requested and approved. Employees will be paid 8 hours of Holiday Pay at their straight time rate for the date of observation. Overtime will be paid for all hours worked on the aforementioned dates, regardless of the date of observation.

Maintenance 1, 2, 3, 4, and General- will have the date of observation off and will be paid 8 hours of Holiday pay at the straight time rate for the date of observation. Overtime will be paid for all hours worked on the aforementioned dates, regardless of the date of observation.

2. Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, Victory Day, Labor Day, Columbus Day, Election Day, and Thanksgiving:

Image Reviewers and Maintenance 1, 2, 3, 4, and General- will have the date of observation off and will be paid 8 hours of Holiday pay at the straight time rate. Overtime will be paid for all hours worked on the date of observation.

Traffic Management Technicians- will work regularly scheduled shifts unless PTO has been requested and approved. Employees will be paid 8 hours of Holiday Pay at their straight time rate for the date of observation. Overtime will be paid for all hours worked on the date of observation.



Employees who call out sick for their scheduled shift on the days immediately before and after a Holiday will not receive Holiday pay unless a doctor's note is provided, stating that it was medically necessary to remain out of work for the entirety of the day(s) in question.

13.3 Whenever an employee is required to work on a holiday that falls on their regularly scheduled workday, the employee shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked on the holiday. If such hours are greater than 40 hours, the employee shall be paid 1.5 times their rate of pay for each hour of overtime work.

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, they 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 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.

13.6 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, domestic partner, 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 their position with the Authority because they have been involuntarily required to report for any military service by the appropriate authority is entitled to be restored to their previous position, or a similar position in the same status, provided that they remain 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 they have been involuntarily required to report for any military service by the appropriate authority shall, for the first one hundred and eighty (180) days of their military service, be paid by the Authority the difference between the amount of the salary that they earned from the Authority immediately prior to the leave and their military base pay. Such an employee shall also continue to accrue, for the one hundred and eighty (180) day period in which they continue to be paid their salary by the Authority, such sick leave and annual leave credits as they otherwise would have accrued while working in their 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 their 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 their position with the Authority due to military training shall continue to receive their normal pay, vacation, sick leave,

bonus, advancement and other advantages of their employment for which they would otherwise be eligible for up to fifteen (15) working days on which they are 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 their 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 their 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 their 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 their 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 their 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 to maintenance employees included in the Authority uniform: Shirts and jackets (for which the Authority will endeavor to ensure that there are gender-specific options), hats, sweatshirts, gloves, and safety vests. Uniform pants shall be purchased by the employee, and the Authority shall reimburse the maintenance employee for up to four (4) pairs of pants not totaling more than \$150, provided the employee has submitted proper receipts. Shoes will be provided by the employees and being reimbursed no more than \$180 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. In lieu of a monetary stipend/reimbursement, the TMT's shall receive two (2) short sleeve shirts in the Spring, two (2) long sleeve shirts in the fall and a fleece to represent RITBA. All TMT's will be required to wear the RITBA provided uniform shirts during all work hours.

16.2 The Authority's radio system shall serve as the primary means for personnel to communicate regarding Authority business. The Authority will not require employees to use their personal cell phone for business purposes during working hours.

## **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 their problem with their Union representative and the head of their 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 suspension or dismissal the Union Committee may proceed immediately to Section 19.2(D) of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to 19.2(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 they 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 their 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 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
3. Written Warning
4. Suspension
5. Discharge

The aforementioned disciplinary actions shall be placed in the employee's personnel records. If, after a period of two (2) years for suspensions, nine (9) months 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 Toll image reviewers and TMTs shall not be disciplined due to technical issues.

## **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.

#### **ARTICLE XXVIII ENTIRE AGREEMENT**

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, 2023, and shall remain in full force and effect until June 30, 2026. 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.

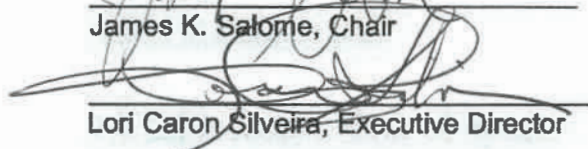
IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of, 2023.

THE RHODE ISLAND TURNPIKE AND  
BRIDGE AUTHORITY



---

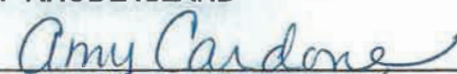
James K. Salome, Chair



---

Lori Caron Silveira, Executive Director

UNITED SERVICE AND ALLIED WORKERS  
OF RHODE ISLAND



---

Amy Cardone, Business Agent



---

Patrick Welford, Steward

**MEMORANDUM OF AGREEMENT BETWEEN  
RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY AND  
UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND**

**(FILLING OF MAINTENANCE SHIFTS; MECHANIC'S HOURS OF WORK)**

This Memorandum of Agreement is entered into as of the 10th day of January, 2022 ("Agreement"), by and between the Rhode Island Turnpike and Bridge Authority ("Employer") and UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND ("Union").

**WITNESSETH:**

WHEREAS, Employer and the Union are parties to a Collective Bargaining Agreement for the period July 1, 2020 – June 30, 2023, as amended (the "CBA"); and

WHEREAS, disputes have arisen between the parties regarding the filling of the evening maintenance shift; the partial filling of the evening maintenance shift; and the mechanic's hours of work, and grievances remain pending on each of these issues; and

WHEREAS, the parties now wish to resolve these issues.

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


1. **Filling of Evening Maintenance Shift.** The parties agree that the evening maintenance shift provides needed assistance to the Traffic Management Technicians in managing incidents on the RITBA roads and bridges. RITBA usually fills the shift, but the CBA does not require that the shift be filled, and at times, RITBA leaves the shift unfilled.
2. **Partial Filling of Evening Maintenance Shift.** In the event that RITBA fills the evening maintenance shift with a bargaining unit member who is already present on the RITBA premises to work the 7am-3pm shift, then the evening shift shall start when the bargaining unit member finishes the 7am-3pm shift. In the event that RITBA fills the evening maintenance shift with a bargaining unit member who is not already present on the RITBA premises to work the 7am-3pm shift, then the evening shift shall be filled for the full 8 hours of the shift.
3. **Mechanic's Hours of Work.** The parties met and discussed the hiring of a mechanic. Management sought to include the selected candidate for the position within the classification of Maintenance I, and the Union agreed. The mechanic has specialized skills and services the vehicles that regularly leave the maintenance facilities at the start of the work day. Management set the mechanic's hours of work as 6am-2pm to allow the mechanic to begin work on RITBA vehicles before the first maintenance shift begins. The parties acknowledge that the mechanic's position is unique and warrants different hours of work.

4. **Grievances Withdrawn and No Precedent.** The Union will withdraw the pending grievances. Neither this Agreement nor the facts involved in it shall establish a precedent or past practice or serve as the basis of any new grievance. This Agreement will not be used in any forum, except to enforce the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

WITNESS:

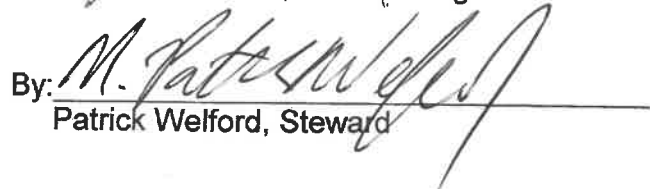
RHODE ISLAND TURNPIKE AND BRIDGE  
AUTHORITY

By:   
Lori Caron Silveira  
Executive Director

WITNESS:

UNITED SERVICE AND ALLIED WORKERS  
OF RHODE ISLAND

By:   
Karen McAninch, Business Agent

By:   
Patrick Welford, Steward

**MEMORANDUM OF AGREEMENT BETWEEN  
RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY and  
UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND**

**(CLARIFICATION OF DRUG AND ALCOHOL POLICY)**

This Memorandum of Agreement ("MOA") is entered into as of the 19<sup>th</sup> day of July, 2024 ("Agreement"), by and between the Rhode Island Turnpike and Bridge Authority ("Employer") and United Service and Allied Workers of Rhode Island ("Union").

WITNESSETH:

WHEREAS, Employer and the Union have negotiated the terms and conditions of a Collective Bargaining Agreement for the period July 1, 2023 – June 30, 2026, as amended (the "new CBA"); and

WHEREAS, the parties wish to avoid conflicts and uncertainties regarding the drug and alcohol testing policy which has been attached as Exhibit G to the CBA, as negotiated for prior periods of time (the "Original Exhibit G"), and the drug and alcohol policy that has historically been presented to new employees to sign (the "Signed Policy"); and

WHEREAS, the parties wish to clarify the terms of the new CBA regarding drug and alcohol testing and the consequences of failing a drug or alcohol test.

NOW, THEREFORE, it is hereby agreed as follows:

**I. EXHIBIT G. Drug and Alcohol Policy.**

**(A)** The Original Exhibit G, Signed Policy and this MOA shall be attached to the new CBA and designated as Exhibit G. In the event of a conflict between the Original Exhibit G and the Signed Policy, the Original Exhibit G shall control.

**(B)** Employees that are prescribed drugs that may impact their ability to safely perform their job duties must disclose the information to Human Resources and use the drug only as prescribed.

**(C) Consequences of Failed Test.** A failed drug or alcohol test will trigger the following:

1. This MOA will control if there is a failed drug test.
2. Sixty (60) calendar days out of work. The employee may at his/her option use any accrued vacation as wage replacement for the period of absence from work.
3. Return to work only after the following:

and a. A negative test, performed at the bargaining unit member's expense;

b. A successful completion of a fitness for duty test.

4. Random drug and alcohol testing, at the bargaining unit member's expense, for a period of two (2) years from the bargaining unit member's return to work

## II. Ratification of Terms and Execution of New CBA

All terms and conditions of the new CBA, as hereby amended, are hereby ratified as if fully set forth herein, and the parties further agree that the new CBA shall be fully executed promptly upon execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

WITNESS:

RHODE ISLAND TURNPIKE AND BRIDGE  
AUTHORITY

By: 

Lori Caron Silveira  
Executive Director

WITNESS:

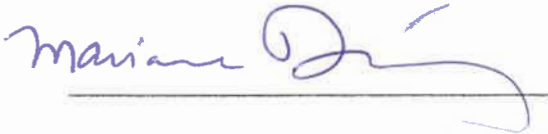
UNITED SERVICE AND ALLIED WORKERS  
OF RHODE ISLAND

By: 

Amy Cardone, Business Agent

By: 

Patrick Welford, Steward



**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:**

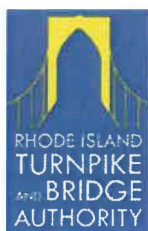
For the maintenance position, an individual should have a working knowledge of general maintenance work related to buildings, grounds, and bridge structures. This would include basic knowledge of plumbing, electrical fixtures, landscaping, painting, concrete work, ironwork and automotive maintenance. 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.



*RITBA is accepting applications for the following position:*

***MAINTENANCE WORKER - LEVEL 1***

***Electrician***

*(Full-time Position w/ Employee Benefits Package)*

**POSITION DESCRIPTION**

Under the supervision of Maintenance Manager, perform skilled construction, maintenance, alteration, repair and associated work on RITBA bridges, roadways and facilities as required, with a focus on electrician work. Plan, organize and assist a team of approximately two (2) to ten (10) employees in the daily functions associated with bridge, roadway and facility maintenance. Ideal candidate will be a Journeyman Electrician and should possess a current Journeyman License.

**MINIMUM JOB REQUIREMENTS:**

- High School diploma or equivalent
- Considerable knowledge of bridge maintenance and construction activities/methods, safety techniques and procedures, and supervisory experience leading construction work crews
- Must be able to traverse all areas of RITBA bridges and work at heights
- Post-offer pre-employment drug or alcohol testing and criminal background check

**REQUIRED LICENSES/CERTIFICATIONS:**

- Must possess and maintain a valid driver's license
- Must possess a Class B commercial driver's license (CDL) w/ air brakes endorsement or obtain one within six (6) months
- Must possess and maintain OSHA 10 certification (Construction Industry) or obtain within two (2) months of start of employment

**ESSENTIAL RESPONSIBILITIES:**

- Set-up and operate welders, pressure washers, chipping hammers and a variation of light and heavy power tools
- Assist in the planning, coordination and prioritization of multiple construction projects
- Fabricate and install miscellaneous and structural steel components for bridge repair and maintenance

- Operate and/or perform work using a high lift, fork truck, under bridge (UB) truck (both cab & basket), hydra platform, barrier transfer machine and other pieces of RITBA owned equipment
- Care and maintenance of equipment
- Pothole repair
- Maintain a consistently high level of safety in work conditions
- Quality control (QC) reporting as required
- General cleaning and housekeeping in assigned work area
- Set-up and removal of daily lane closures as needed
- Perform routine bridge and highway debris clean-up
- Perform landscaping duties (i.e. mowing, trimming, brush clearing, wood chipping, tree cutting, etc.)
- Determine equipment, tools, materials and supplies needed to complete assignments
- Perform other maintenance and construction related duties as assigned

#### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Must be able to effectively communicate with all employees
- Must possess carpentry skills
- Must possess general concrete mixing and placement skills
- Experience managing multiple construction and/or maintenance projects
- Ability to read, interpret, and apply guidelines from blueprints, drawings and construction plans
- Ability to work under hazardous conditions
- Familiarity with bridge terminology
- Know and follow health & safety regulations and safe working practices applicable to the position, including fall protection
- Carry-out work assignments with minimum supervision
- Ability to work effectively and professionally with co-workers, contractors and general public
- Ability to use power and hand tools with skill
- Knowledge of scaffolding, pick boards, platform set-up, maintenance, safety and removal

#### **WORK ENVIRONMENT AND PHYSICAL REQUIREMENTS:**

- Regular and reliable attendance required
- Must be able to push, pull and lift 70lbs throughout the day
- Ability to work while wearing a cartridge-type respirator (as required)
- Work comfortably at considerable heights (including but not limited to 400 feet) and on suspended scaffolding
- Must be able to work in confined spaces
- Must be able to walk/stand on concrete and steel surfaces for extensive periods of time
- Majority of work is performed outside in hot and cold climates with varying wind speeds

**\* This job description represents general duties and is not intended to list every specific function of this class title.**



## ***MAINTENANCE WORKER - LEVEL 2***

### **POSITION DESCRIPTION**

Under the supervision of Maintenance Manager, perform skilled construction, maintenance, alteration, repair and associated work on RITBA bridges, roadways and facilities as required. Plan, organize and assist a team of approximately two (2) to ten (10) employees in the daily functions associated with bridge, roadway and facility maintenance. Ideal candidate will have at least 2 years of experience in bridge, road, or other heavy construction.

### **MINIMUM JOB REQUIREMENTS:**

- High School diploma or equivalent
- Considerable knowledge of bridge maintenance and construction activities/methods, safety techniques and procedures, and supervisory experience leading construction work crews
- Must be able to traverse all areas of RITBA bridges and work at heights
- Post-offer pre-employment drug or alcohol testing and criminal background check

### **REQUIRED LICENSES/CERTIFICATIONS:**

- Must possess and maintain a valid driver's license
- Must possess a Class B commercial driver's license (CDL) w/ air brakes endorsement or obtain one within twelve (12) months
- Must possess and maintain OSHA 10 certification (Construction Industry) or obtain within two (2) months of start of employment

### **ESSENTIAL RESPONSIBILITIES:**

- Set-up and operate welders, pressure washers, chipping hammers and a variation of light and heavy power tools
- Assist in the planning, coordination and prioritization of multiple construction projects
- Fabricate and install miscellaneous and structural steel components for bridge repair and maintenance
- Operate and/or perform work using a high lift, fork truck, under bridge (UB) truck (both cab & basket), hydra platform, barrier transfer machine and other pieces of RITBA owned equipment
- Care and maintenance of equipment
- Pothole repair
- Maintain a consistently high level of safety in work conditions

- Quality control (QC) reporting as required
- General cleaning and housekeeping in assigned work area
- Set-up and removal of daily lane closures as needed
- Perform routine bridge and highway debris clean-up
- Perform landscaping duties (i.e. mowing, trimming, brush clearing, wood chipping, tree cutting, etc.)
- Determine equipment, tools, materials and supplies needed to complete assignments
- Perform other maintenance and construction related duties as assigned

#### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Must be able to effectively communicate with all employees
- Must possess carpentry skills
- Must possess general concrete mixing and placement skills
- Experience managing multiple construction and/or maintenance projects
- Ability to read, interpret, and apply guidelines from blueprints, drawings and construction plans
- Ability to work under hazardous conditions
- Familiarity with bridge terminology
- Know and follow health & safety regulations and safe working practices applicable to the position, including fall protection
- Carry-out work assignments with minimum supervision
- Ability to work effectively and professionally with co-workers, contractors and general public
- Ability to use power and hand tools with skill
- Knowledge of scaffolding, pick boards, platform set-up, maintenance, safety and removal

#### **WORK ENVIRONMENT AND PHYSICAL REQUIREMENTS:**

- Regular and reliable attendance required
- Must be able to push, pull and lift 70lbs throughout the day
- Ability to work while wearing a cartridge-type respirator (as required)
- Work comfortably at considerable heights (including but not limited to 400 feet) and on suspended scaffolding
- Must be able to work in confined spaces
- Must be able to walk/stand on concrete and steel surfaces for extensive periods of time
- Majority of work is performed outside in hot and cold climates with varying wind speeds

**\* This job description represents general duties and is not intended to list every specific function of this class title.**



*RITBA is accepting applications for the following position:*

***MAINTENANCE WORKER - LEVEL 3***

*(Full-time Union Position w/ Employee Benefits Package)*

**POSITION DESCRIPTION:**

Under direct supervision of Maintenance Manager, assist other maintenance workers in performing routine maintenance, pressure washing, traffic control, landscaping, cleaning and other associated work on RITBA bridges and other facilities as required. Ideal candidate will have some experience in bridge, road, or other heavy construction.

**MINIMUM JOB REQUIREMENTS:**

- High School diploma or equivalent
- Must be able to traverse all areas of RITBA bridges and work at heights
- Post-offer pre-employment drug or alcohol testing and criminal background check

**REQUIRED LICENSES:**

- Must possess and maintain a valid driver's license
- Must possess and maintain OSHA 10 certification (Construction Industry) or obtain within two (2) months of start of employment

**ESSENTIAL RESPONSIBILITIES:**

- Utilize pressure washing equipment, landscaping tools, chipping hammers, jack hammers and other power tools
- Learn and perform cleaning and painting of structural steel, concrete and other materials
- Must be able to learn how to operate high lift, fork truck, basket controls of under bridge (UB) truck, hydra platform and other pieces of RITBA owned equipment
- Care and maintenance of equipment
- Maintain a consistent high level of safety in work conditions
- General cleaning and housekeeping in RITBA facilities and assigned work areas
- Set up and removal of daily lane closures as needed
- Pothole repair
- Perform routine bridge and highway debris clean-up
- Perform landscaping duties (i.e. mowing, trimming, brush clearing, wood chipping, tree cutting, etc.)
- Perform other bridge related duties as assigned

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Must be able to effectively communicate with all employees
- Ability to understand and carry out instructions
- Ability to work under hazardous conditions
- Know and follow health & safety regulations and safe working practices applicable to the position, including fall protection
- Position works under immediate supervision
- Ability to work effectively and professionally with co-workers, contractors and general public
- Ability to use power and hand tools with a reasonable degree of skill

**WORK ENVIRONMENT AND PHYSICAL REQUIREMENTS:**

- Regular and reliable attendance required
- Must be able to push, pull and lift up to 70lbs throughout the day
- Ability to work while wearing a cartridge-type respirator (as required)
- Work comfortably at considerable heights (up to 400 feet) and on suspended scaffolding
- Must be able to work in confined spaces
- Must be able to walk/stand on concrete and steel surfaces for extensive periods of time
- Majority of work is performed outside in hot and cold climates with varying wind speeds

**\* This job description represents general duties and is not intended to list every specific function of this class title.**





**Rhode Island Turnpike and Bridge Authority**  
P.O. Box 437 | Jamestown, Rhode Island 02835-0437

***RITBA is accepting applications for the following position:***

***MAINTENANCE WORKER LEVEL 4***  
***(Full-time Position w/Employee Benefits Package)***

**POSITION DESCRIPTION**

Under the supervision of Manager of Maintenance, maintain the cleanliness and general appearance of RITBA's buildings and facilities.

**MINIMUM JOB REQUIREMENTS:**

- High School diploma or equivalent
- Must be able to pass a background check
- Previous janitorial/cleaning experience
- Must be able to pass drug or alcohol testing

**REQUIRED LICENSE(S)**

- Must possess and maintain a current, valid, driver's license

**ESSENTIAL RESPONSIBILITIES:**

- Gather and empty trash
- Service, clean and supply restrooms
- Clean building floors and stairways by sweeping, mopping, scrubbing, or vacuuming
- Clean and polish doors, counters, cabinets, furniture and fixtures
- Clean windows, glass partitions and mirrors, using soapy water or other cleaners with sponges, squeegees and toweling
- Spot cleaning of walls, carpets, doors, etc.
- Dust furniture, walls, machines, and equipment
- Mix water and detergents in containers to prepare cleaning solutions, according to product specifications
- Clean interiors of fleet vehicles
- Clean exterior of fleet vehicles
- Upkeep of exterior of RITBA facilities, including windows, and ground immediately adjacent to the facilities, excluding work that would require the use of a lawn mower or weed whacker
-



- Maintenance of cleaning supply inventory
- Notify managers concerning the need for repairs to buildings and facilities
- duties as assigned

#### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Must be able to effectively communicate with all employees
- A minimum of high school diploma or equivalent
- Must be able to work day or night shifts as needed
- Know and follow health & safety regulations and safe working practices applicable to the position
- Demonstrates accuracy and thoroughness; monitors own work to ensure quality
- Meets productivity standards and completes work within a timely manner
- Regular and reliable attendance required
- Ability to follow instruction and work independently
- Ability to work effectively and professionally with co-workers and general public

#### **WORK ENVIRONMENT AND PHYSICAL REQUIREMENTS**

- Regularly required to stand, walk, sit, bend, crouch or crawl
- Physical mobility and stamina required
- Regularly lift or move 25lbs and occasionally lift or move up to 50lbs

Benefits Effective 01/01/2024 – 12/31/2024			
In-Network Annual Deductible per Individual (Ind)	BCBS RI	HRA Pays For You	
		First \$1,750	Remaining \$250
In-Network Annual Deductible per Family (Fam)	\$2,000	First \$3,500	Remaining \$500
In-Network Coinsurance	0%	0%	0%
In-Network Out-of-pocket maximum per Individual	\$4,000	N/A	\$4,000
In-Network Out-of-pocket maximum per Family	\$8,000	N/A	\$8,000
In-Network Outpatient Preventive and Diagnostic Services			
Preventative Office Visits, Routine GYN, Well Baby Visits	100% Coverage	\$0	\$0
Preventative Diagnostic X-Rays, Lab Tests, & Imaging	100% Coverage	\$0	\$0
Adult & Pediatric Preventive Care & Immunizations	100% Coverage	\$0	\$0
Primary Care Office Visits	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Specialty Care Office Visits	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Chiropractic Office Visits (Max 12 visits per year)	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Eye Exams (limit 1 visit per year)	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Outpatient Mental Health & Substance Abuse treatment	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Urgent Care (i.e.. Walk-in treatment centers)	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Ambulance Services	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Emergency Room (Waived if admitted)	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
In-Network Prescription Drug			
Retail Prescription Drugs	\$10/ \$45/\$70/\$90/\$125 Copay after Deductible	\$1,750 Ind/\$3,500 Fam of Ded. + up to \$225 for ind plans, \$450 for 2-party plans and \$565 for family plans towards wellness and post ded. Rx copays	\$250 Ind/\$500 Fam of Ded.
In-Network Inpatient Services			
Facility Services	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
In Patient Hospital & Physician Services	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Maternity-Pre & Post Natal Care	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Inpatient Mental Health & Substance Abuse	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
In-Network Outpatient Services			
Facility Services	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Physician/Surgeon Services	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
High-end Radiology Services, Major Diagnostics, and Nuclear Medicine	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Skilled Nursing, Home Health Care, Including Hospice Care	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Infertility Services & Infertility Oral & Injectable Drugs	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Short-term Rehabilitation Therapy (Physical, Occupational, & Speech)	100% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Durable Medical Equipment	80% after Deductible	\$1,750 Ind/\$3,500 Fam of Ded.	\$250 Ind/\$500 Fam of Ded.
Out-of-Network Services			
Annual Deductible per Individual	\$4,000	\$0	\$4,000
Annual Deductible per Family	\$8,000	\$0	\$8,000
Coinsurance	60%	0%	40%
Out-of-pocket maximum per Individual	\$8,000	\$0	\$8,000
Out-of-pocket maximum per Family	\$16,000	\$0	\$16,000

\* This benefit description is not a contract or a complete listing of benefits. For more detailed information, please refer to your subscriber agreement and summary of benefit coverage on your secure member home page on BCBSRI.com or call BCBSRI Customer Service.

# Understanding Your Plan

## Your Benefit Summary

### RI TURNPIKE & BRIDGE AUT




Group Number: 1274-0001

Delta Dental Premier® for Small Businesses - 1A

Effective: 01/01/2024 - 12/31/2024

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. For a complete listing of frequencies and limitations go to [www.deltadentalri.com/content/exclusionsandlimitations](http://www.deltadentalri.com/content/exclusionsandlimitations). To be covered, services must be dentally necessary and appropriate as per our review guidelines.

#### Icons

-  Pre-treatment Estimate Recommended
-  Prior Authorization Required
-  Deductible Applies

#### Under Age 19

**Annual Maximum:** Unlimited

**Maximum Lifetime Cap:** Unlimited

**Medically Necessary Orthodontic Lifetime Maximum:** Unlimited

**In Network Out-of-Pocket Maximum (per member):** \$350 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

**Individual Deductible:** \$0

**Family Deductible:** \$0

**Dependent Coverage** - Dependent children are covered under these benefits up until the end of the month that they turn 19.

#### Age 19 & Over


**Annual Maximum:** \$1,500

**Maximum Lifetime Cap:** Unlimited

**Individual Deductible:** \$0

**Family Deductible:** \$0

**Dependent Coverage** - Dependent children covered under a family plan are covered under these benefits from age 19 up until the end of the month that they turn age 26. Children under age 19 have different coverage.

Procedure	Under Age 19	Age 19 & Over	Frequency / Limitations
<b>DIAGNOSTIC</b>			
Oral exam	100%	100%	Twice per calendar year
Bitewing x-rays	100%	100%	<b>Under 19 Limitations:</b> Two sets per calendar year <b>19 &amp; Over Limitations:</b> 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
<b>PREVENTIVE</b>			
Cleaning	100%	100%	Twice per calendar year
Fluoride treatment	100%	Not Covered	Twice per calendar year
Sealants	100%	Not Covered	For children under age 19, once every 24 months on unrestored permanent molars
Space maintainers	100%	Not Covered	For children under age 19, Unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers for children under age 19, once every 60 months for lost deciduous (baby) teeth.
<b>RESTORATIVE</b>			
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.
 Crowns, build ups, posts and cores	100%	100%	Covered over natural teeth when teeth cannot be restored with regular fillings. Replacement limited to once every 60 months.
Recementing crowns or bridges	100%	100%	Once every 60 months
<b>ENDODONTICS</b>			
Root canal therapy on permanent teeth	100%	100%	One procedure per tooth per lifetime.

Continued on back

## Icons

- P** Pre-treatment Estimate Recommended
- A** Prior Authorization Required
- D** Deductible Applies

## Beyond Benefits

When you visit us at [deltadentalri.com](http://deltadentalri.com), you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A Dentist tool to find a dentist in your area

## Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Delta Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. In Rhode Island, nine out of 10 dentists participate with us. To find a participating dentist near you, use our Find A Dentist tool at [www.deltadentalri.com](http://www.deltadentalri.com).

Procedure	Under Age 19	Age 19 & Over	Frequency / Limitations
<b>PERIODONTICS</b>			
<b>P</b> Root planing and scaling	50%	50%	Once per quadrant every 24 months
<b>P</b> Osseous (bone) surgery	50%	50%	Once per quadrant every 36 months (bone grafts are not covered)
<b>P</b> Gingivectomies	50%	50%	Once per site every 36 months
<b>P</b> Soft tissue grafts	50%	50%	Once per site every 60 months
<b>P</b> Crown lengthening	50%	50%	Once per site every 60 months
Periodontal maintenance following active therapy	50%	50%	Two per year
<b>PROSTHODONTICS</b>			
<b>P</b> Bridges and crowns over implants	50%	50%	Replacement limited to once every 60 months
<b>P</b> Partial and complete dentures	50%	50%	Replacement limited to once every 60 months
Repairs to existing partial or complete dentures	100%	100%	Once per calendar year
Rebasing or relining of partial or complete dentures	100%	100%	Once every 60 months
<b>IMPLANT SERVICES</b>			
<b>P</b> Surgical placement of endosteal implant and abutment	50%	50%	Once per tooth site per lifetime
<b>EXTRACTIONS AND ORAL SURGERY</b>			
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	100%	
<b>ORTHODONTICS</b>			
<b>A</b> Medically necessary braces and related services	50%	Not Covered	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.
<b>OTHER SERVICES</b>			
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%	
Occlusal guards	50%	Not Covered	Replacement limited to once every 12 months. Not covered when used as an athletic mouth guard.

**Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist.** Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

\* 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 day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.



### **Wellness Incentive Program**

**Purpose:** 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 employee's 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.

<b>Wellness Incentive Activities</b>	<b>Incentive Amount</b>
1. Health Assessment	\$100
2. Preventative Screenings	\$50 each, up to \$150 max.
<i>Annual Physical</i>	
<i>Gynecological Exam</i>	
<i>Basic Metabolic Panel</i>	
<i>Cervical Cancer Screening/PSA Screening</i>	
<i>Mammograms</i>	
<i>Pre-natal obstetrician care</i>	
<i>Colonoscopy</i>	
<i>Flu Shot</i>	
3. Non-Smoker or Completion of Smoking Cessation Program	\$100
4. Blood Pressure in Healthy Range	\$100

### **Total Potential Incentives**

Up to \$300 for an individual, and up to \$600 for employee plus one and family, paid out once a year, in either July or December.

**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 important 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 NIDNSAMSHA 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 NIDAISAMSHA 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:

<u>Drug Screen</u>	<u>Cut Off</u>	<u>Confirmation Cut Off</u>
Marijuana Metabolites	50 NG/ML	15 NG/ML
Cocaine Metabolites	150 NG/ML	100 NG/ML
Opiate Metabolites <sup>1</sup>	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 (GCJMS) 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

---

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

**RITBA, Rhode Island Turnpike & Bridge Authority**

**AN OPEN LETTER TO ALL EMPLOYEES**

We have recognized that drug and alcohol abuse can become an on-the-job problem as well as a social problem. We believe that abuse of alcohol and the use of illegal drugs may endanger the health and safety of the abusers and of others around them. RITBA (the "Company") has adopted a drug-free workplace policy to ensure the safest possible workplace, reduce accidents, and eliminate the costs associated with workplace substance abuse, as well as to comply with State and Federal requirements.

**RITBA, Rhode Island Turnpike & Bridge Authority** is committed to creating and maintaining a Drug Free Workplace without jeopardizing the job security of valued but troubled employees, provided they are prepared to comply with our Drug Free Workplace Policy and applicable law.

Our Drug Free Workplace Policy now formally states that substance abuse will not be tolerated. This prohibition includes the possession, use or sale of illegal drugs, the abuse of alcohol and abuse of prescribed drugs. It is a violation of this policy to have an illegal drug in your system during working hours while on the job. Compliance with this policy is a condition of hire and continued employment. Consumption of alcohol at Company sponsored activities or other social events is not considered alcohol use in violation of the Company policy. However, at no time is an employee of the Company, while on duty, permitted to be under the influence of alcohol as defined by the Company policy.

All employees are expected to sign a statement of understanding and agreement with the Company's Drug Free Workplace Policy.

To ensure that this Company remains a Drug Free Workplace, a program of drug testing is in effect. Let it be clearly understood that it is a condition of employment for everyone that they avoid entirely the use, possession, sale or any association whatsoever with illegal drugs and/or the abuse of alcohol. Employees who are found on the job to be under the influence of illegal drugs or alcohol, as defined by this policy, or who violate this policy in other ways may be terminated in accordance with applicable law. It is important that all of us work together to deal with substance abuse to make our Company a safer and more rewarding place to work.

Sincerely,

**RITBA, Rhode Island Turnpike & Bridge Authority**

## **RITBA, Rhode Island Turnpike & Bridge Authority**

### **DRUG FREE WORKPLACE PROGRAM**

#### **I. STATEMENT OF POLICY**

##### **INTRODUCTION**

Today, millions of Americans struggle with substance abuse-related issues, both at home as well as in the workplace. RITBA, Rhode Island Turnpike & Bridge Authority (The Company) values its employees and customers and recognizes the adverse effects that substance abuse—including the use of illegal drugs, the abuse of alcohol, and misuse of prescription drugs and over-the-counter medications—can have on the work environment. Employees who use drugs and abuse alcohol are less productive, less reliable, and pose a direct threat to the safety and well-being of others.

The Company has adopted a drug-free workplace policy to ensure the safest possible workplace, reduce accidents, and eliminate the costs associated with workplace substance abuse, as well as to comply with State and Federal requirements. The Company is committed to protecting the safety, health, and wellbeing of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services.

The Company will require all employees and job applicants to participate in, consent to, and comply with the provisions of this policy as a condition of employment and continued employment. For those who fail to cooperate fully with the terms and conditions of this policy, the Company will respond appropriately to address the situation promptly and directly. The Company will not tolerate substance abuse in the least degree.

##### **AUTHORITY**

Employees with questions or information pertinent to the Company Drug-Free Workplace Program should review **Section N** of this policy for the Name and contact information of persons with responsibility for administering the Company's drug-free workplace program. The Company has developed its drug-free workplace policy in substantial compliance with applicable Rhode Island law.

##### **COVERAGE**

###### **Covered Employees**

The Company's drug-free workplace policy covers all part-time and full-time employees. Employees who are leased or subcontracted to clients may be required to submit to testing if it is a condition of a client's substance abuse program, provided such testing is within the parameters of any applicable State and federal laws.

###### **Applicants**

All job applicants also are covered by this policy inasmuch as the Company has extended a conditional offer of employment.

## **NON-DISCRIMINATION**

In accordance with the Americans with Disabilities Act (ADA) and State law, the Company does not discriminate against any qualified individuals with a disability who are not currently using illegal drugs and who have either successfully completed rehabilitation or who may be currently participating in a supervised rehabilitation program and are no longer using illegal drugs. Individuals who are currently using illegal drugs are not protected under the ADA. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

## **EDUCATION & TRAINING**

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, the Company makes available educational materials and training sessions on an as-needed basis. Please Inquire with the Company's Drug-Free Workplace Program administrator listed in **Section N** for more information.

## **II. DEFINITIONS**

### **Accident**

A covered accident is one that takes place during work time or on Company property and involves: 1) a fatality, or 2) a reportable injury (an Injury that requires medical attention or results in lost work time), 3) damage to Company property, including vehicles owned or leased by the Company or being used for Company purposes, or 4) an incident that is reportable to workers compensation insurance.

### **Alcohol**

liquids containing ethyl alcohol (ethanol), including, but is not limited to, beer, wine and liquor.

### **Alcohol test**

The analysis of a bodily specimen used to determine the presence and specific level of alcohol in a person's system. Methods of testing may include breath, saliva and blood.

### **Alcohol use**

The consumption of any beverage or mixture of beverages that includes alcohol. For purposes of this policy that can include any medication containing alcohol.

### **BAC**

An abbreviation for blood alcohol content, a measurement of how much alcohol an individual has in his or her system.

### **Chain of custody**

A systemized process involving a "custody & control form" (CCF) used to track the journey of a bodily specimen, usually urine, hair or oral fluid, from the donor to a lab for analysis.

### **Company**

RITBA, Rhode Island Turnpike & Bridge Authority

<b>Company property</b>	Includes all buildings, parking lots, vehicles owned or leased by the Company or used for Company purposes, work facilities and plants, warehouses, equipment, or land used by the Company or its customers or suppliers.
<b>Confirmation test</b>	A second analytical process conducted following an initial or screening test for the purpose of confirming the result of the first test. In the case of alcohol testing, this would typically involve the use of an Evidentiary Breath Test (EBT) following a non-evidentiary breath or saliva screen. In the case of a drug test it would typically involve the use of gas chromatography/mass spectrometry technology (GCMS).
<b>Drugs</b>	For a complete list of substances that are considered drugs under this policy see <b>Section M</b> .
<b>Drug paraphernalia</b>	Any device used to assist in the use, transfer, manufacture or storing of illegal drugs or controlled substances.
<b>Drug test</b>	The analysis of a bodily specimen, usually urine, hair or oral fluid, to determine the presence and level of a drug or drugs in an individual's system. This included an initial screening test and if necessary GC/MS confirmation testing.
<b>Employee</b>	Anyone employed by or contracted with the Company who is covered by workers' compensation insurance obtained by the Company.
<b>Employer</b>	RITBA, Rhode Island Turnpike & Bridge Authority
<b>Evidentiary Breath Test (EBT)</b>	A device approved by the National Highway Traffic Safety Administration (NHTSA) for the testing of breath to determine the presence and level of alcohol in an individual's system. Devices approved by NHTSA appear on the agency's Conforming Products List (CPL).
<b>Illegal drug use</b>	The illegal use of illicit drugs, prescription drugs, over-the-counter medications, alcohol, or any other substance (such as glue, aerosols, etc.) being used in a way other than in its intended manner.

**Medical Review Officer (MRO)**

A licensed physician certified to review laboratory drug test results. This Individual must have knowledge of substance abuse disorders and the necessary training to evaluate a confirmed positive drug test result in order to verify the result

**Medications**

Prescription and non-prescription substances obtained and used legally to combat illness and Injury or for other therapeutic reasons.

**POCT Testing**

Point of collection testing using an instant result testing device utilizing either a urine or oral fluid specimen.

**Reasonable suspicion**

Behavior that could prompt reasonable suspicion of drug or alcohol use in violation of the Company's policy include, but are not limited. to: observation of the use, possession or distribution of drugs; physical symptoms of drug or alcohol use; patterns of abnormal and erratic conduct such as increased absenteeism or tardiness, lack of proper work performance, and violations of Company safety and work rules; reckless or risky behavior; evidence of an effort to alter a drug or alcohol test; and involvement in a work-related accident.

**Refusal**

Refusal or refusing to cooperate with the terms and conditions of this policy includes, but is not limited to:

- a. Refusal to be tested,
- b. Failure to provide an adequate sample (urine, hair, oral fluid, blood, breath) without a valid medical excuse,
- c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms),
- d. Failure to show up at an assigned collection site to provide a urine, hair or oral fluid (urine, blood, breath or oral fluid in the case of an alcohol test) specimen,
- e. Failure to be reasonably available to be tested following an accident, and
- f. Switching, tampering with or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol. or attempting to do so.
- g. The MRO may declare a urine specimen to be adulterated or substituted based on the

laboratory report, which would also be considered a refusal.

**Safety-sensitive position**

Occupations, as designated by the Company, in which an employee's inability to safely function in his/her job could place the safety and health of the worker and/or others at risk. The ability to work in a constant state of alertness, and safe manner, is considered an essential duty of all employees working in a safety sensitive position. Safety Sensitive positions are also those where a momentary lapse of concentration can result in serious injury or death or significant environmental or other consequences, including property damage.

**Screening test**

An initial drug or alcohol test conducted to determine the presence and level of drugs and/or alcohol in an individual's system. A positive screening test will often be verified by conducting a confirmation test.

**Under the influence**

Drugs - for purposes of this policy, an employee or job applicant who produces a verified positive drug test result will be deemed to be under the influence of drugs and having drugs or alcohol in one's system while at work above accepted cutoff levels.

Alcohol - for purposes of this policy, an employee who produces a confirmed positive alcohol test result will be deemed to be under the influence of alcohol.

**Use(ing)**

As pertains to drugs, alcohol and medications; to drink, smoke, apply topically, inject, possess, solicit, distribute, dispense, manufacture or transfer. Exceptions to these rules regarding the definition of "use" will be allowed only with Management's written permission.

**Work(ing)**

Performing any activity under any condition during any period of time that an employee is covered by the Employer's Workers' Compensation Insurance (i.e. driving on duty, on call or performing any tasks as a part of employment duties; lease and contract employees included).

**Work time**

Any time for which an employee is being paid or is representing the Company. This includes all breaks and meal times.



**RITBA, Rhode Island Turnpike & Bridge Authority**

**III. POLICY WORK RULES**

**A. DRUGS**

Employees shall not use or be under the influence of drugs illegally at any *time*, whether working or not working. This includes the use of illegal drugs and the illicit use of prescription or over-the-counter drugs, in violation of the Company's safety policy set forth below.

For purposes of this policy, an employee or job applicant who produces a verified positive drug test result will be deemed to have violated this Company's policy. Also, any employee who is observed to be acting in a way that raises reasonable suspicion of drug use may be deemed to be under the influence of drugs and will be required to submit to a reasonable suspicion drug and/or alcohol test.

**B. ALCOHOL**

Employees shall not use or be under the influence of alcohol while working.

For purposes of this policy, an employee who produces a confirmed positive alcohol test result will be deemed to be under the influence of alcohol and to have violated this Company's policy. Any alcohol test that equals or exceeds a 0.04 blood alcohol content (SAC) will be considered positive and a violation of this policy. Also, any employee who is observed to be acting in a way that raises reasonable suspicion of alcohol use in violation of the Company's policy may be deemed to be under the influence of alcohol and will be required to submit to a reasonable suspicion drug and/or alcohol test.

**C. MEDICATIONS**

Employees shall not use or be under the influence of medications while working if the medications have the potential to alter or to adversely affect their judgment, motor skills, to induce sleepiness or to otherwise detract from their safe job performance. Prohibited use of prescription drugs includes exceeding the recommended prescribed dosage or using others' prescribed medications.

Exceptions can, of course, be made in work areas and activities of decreased safety sensitivity where the potential for accident and injury is minimal and where the effect of the medication on the employee is judged to be no factor by medical authority. It must also be acceptable to management for the employee to continue work. Exceptions to this rule (**Section C**) will be made at least one level of supervision above the concerned employee's immediate supervisor. Employees will report pre-duty their use of an impairing effect medication or substance to their supervisor or the Company DFWP Program Administrator before beginning work. (see name and telephone number of the Company DFWP Program Administrator in **Section N**) in charge of the Drug Free Workplace Program, to report in confidence and resolve any unique work situation with regard to medications.

Any employee working in a safety-sensitive position as defined by the Company Policy is required, as a safety rule, to pre-duty disclosure that they are taking or using ANY impairing effect prescription, including over-the-counter medications, mind altering synthetic or designer drugs or other substance which may have an effect on performance of safety-sensitive duties.

If the fact that the employee is taking or using an impairing effect medication or substance is not disclosed pre-duty by an employee in a safety-sensitive position and the employee tests positive, is otherwise determined to be taking or using such, or is determined by the MRO to be a potential safety risk due to taking or using an impairing effect medication or substance, that employee will be subject to discipline, up to and including termination, for violation of this safety rule. If disclosure is made, the Company reserves the right to send the employee for a Fitness-for-Duty evaluation to evaluate the medication or substance and its effects on the performance of safety-sensitive duties. In advance of testing, employees are encouraged to have their own doctor make an individualized assessment of any safety related risks of the medications or substances which they are taking or using, providing the doctor a copy of their job description and having the doctor to render an opinion on the safety related risks. The employee need not disclose to the Company the medication or medical condition involved to fulfill the disclosure obligation of this Policy. All information provided will be kept separate from personnel files and in a confidential manner.

#### **OTHER PROHIBITED CONDUCT**

- The illicit use of drugs anytime (including new designer and synthetic drugs and other drugs not yet classified by the federal government as illegal under the Controlled Substances Act) and the use of alcohol on the job.
- The misuse, without a valid prescription, of prescription drugs.
- Testing positive for drugs or alcohol.
- Bringing illegal drugs, alcohol (unless otherwise authorized), controlled substances or drug paraphernalia to work and/or storing illegal drugs, alcohol, controlled substances or drug paraphernalia on Company property.
- Possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing drugs or drug paraphernalia.
- Possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing drugs or controlled substances off Company property that may adversely affect the Company, the worker's job performance, or place at risk the safety and health of the worker or others.
- Being convicted of or entering a guilty plea to a criminal drug- or alcohol-related offense. Employees are required to notify the Company in writing within 5 days of a criminal substance abuse conviction or pleading guilty to a criminal drug or alcohol offense.
- Switching, tampering with or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol, or attempting to do so.
- Disclosing Information related to a drug or alcohol test and/or treatment referrals, and test results, except as required by this policy or by law.
- Failing to consent to, cooperate with, participate in, and/or successfully complete all recommendations or conditions set forth in an authorized substance abuse treatment program, including return-to-work and post-rehabilitation drug and alcohol testing.

- Refusing to cooperate with the terms and conditions of this policy. Failure to cooperate includes, but is not limited to:
  - a. Refusal to be tested,
  - b. Failure to provide an adequate sample (urine, hair, oral fluid) without a valid medical excuse,
  - c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms),
  - d. Failure to show up at an assigned collection site to provide a urine, hair or oral fluid (urine, breath or oral fluid in the case of an alcohol test) specimen,
  - e. Failure to be reasonably available to be tested following an accident, and
  - f. Switching, tampering with or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol, or attempting to do so.

#### **D. DRUG FREE WORKPLACE PROGRAM MONITORING (DRUG& ALCOHOL TESTING)**

The Company reserves the right to drug and alcohol test job applicants and employees In order to achieve a safe and productive work environment. The Company will conduct drug and alcohol testing within the parameters of any applicable State and federal laws. The Company reserves the right to analyze bodily samples such as urine, hair, oral fluids, blood or breath using scientifically valid methods and procedures.

The Company reserves the right to test for alcohol and any or all of the substances listed in **Section M** of this policy using cut-off levels established by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the of U.S. Department of Health & Human Services (DHHS).

To measure the success of, and to aid in enforcing our Drug Free Workplace Program, the following types of drug screening tests will be administered to detect the presence of illegal drugs:

1. Pre-employment (post-offer) screening of job applicants as a condition of obtaining employment. Any applicant with a positive test result will be denied employment at that time but may initiate another inquiry with the company after six months with satisfactory documentation of a substance abuse treatment program completed.
2. Fitness for duty testing of employees in safety sensitive positions who are required to undergo fitness for duty medical examinations.
3. Follow-Up testing of employees who return to work following participation in a substance abuse rehabilitation program. These employees will be tested upon return to duty and periodically for up to two (2) years.

4. Reasonable suspicion or for cause testing of employees who, by reliable evidence, or by their observed or reliably reported behavior, may be suspected of: (a) Using or appearing to be under the influence of drugs, alcohol or medications while working; or (b) Tampering with a drug test or sample.
5. Post-accident testing - involvement in, causing or contributing to a "covered accident." All specimens for drug testing must be provided by the employees as soon as possible but not later than 32 hours after the incident. All specimens for alcohol testing must be provided by the employees as soon as possible but not later than 8 hours after the incident.

In addition to testing illegal drugs, a test for the presence of alcohol may be administered as a result of the conditions stated in **Section D**.

**NOTE:**

A covered accident/incident testing may be conducted under any of the following circumstances: 1) the employee involved in the incident/accident was actively engaged in the activity which objectively could have caused or contributed to the injury or damage; or 2) the employee was operating, controlling, or repairing any machinery, tool, device equipment or vehicle that was involved in the incident/accident; or 3) the employee's action or inaction was likely a contributing factor to the incident/accident or cannot be completely discounted as a contributing factor based on current info; or 4) testing is being conducted as part of the Company's Post Incident/Accident Investigation related to possible Workers' Compensation Disqualification; or 5) testing is being conducted for other non-injured employees whose actions, or in-action, could have contributed to the incident/accident as part of a root cause investigation; or 6) post-accident drug testing is required by the Workers' Compensation State Compliant Drug Free Workplace Policy as a loss time injury, or by the Workers' Compensation Carrier, Site Owner, Customer, or as part of premises access requirement.

Notice of Drug Testing will be given on all vacancy announcements.

A copy of documentation supporting a reasonable suspicion drug and alcohol test will be completed within seven (7) days after testing, will be provided to the employee upon request, and will be retained confidentially by the Company for at least one (1) year.

The Company reserves the right to conduct drug testing in any of the following ways, including combinations of the following:

**LAB-BASED TESTING**

Testing for the presence of drugs will be performed by a laboratory certified by the federal government utilizing either a urine, hair or oral fluid specimen. All positive specimens from the initial screen will be confirmed at the lab using a different technique and chemical principal utilizing the initial sample to ensure the reliability and accuracy of the initial result. All test results will be reported to a Medical Review Officer (MRO) for verification prior to being transmitted to the employee and/or the Company.

**POINT OF COLLECTION (POCT TESTING)**

Testing for the presence of drugs will be performed with FDA approved point-of-collection (POCT), instant result testing device utilizing either a urine or oral fluid specimen. All positive specimens from the initial screen will be confirmed at a certified laboratory using gas

chromatography/mass spectrometry (GC/MS) technology to ensure the reliability and accuracy of the initial result. All confirmed results will be reported to a Medical Review Officer (MRO) for verification prior to being transmitted to the employee and/or the Company.

### **ALCOHOL TESTING**

Testing for the presence of alcohol will be conducted using an instant result testing device utilizing either breath or an oral fluid sample. Any alcohol testing device used will be from a list of approved devices issued by the federal government's Conforming Products list (CPL). Alcohol testing may also be conducted utilizing a blood sample (where permitted by law) and analyzed by a certified laboratory.

### **E. CONSEQUENCES FOR VIOLATIONS OF THIS POLICY**

Employees who violate any of the conditions of the Company's Drug-Free Workplace Program are subject to discipline which may include termination of employment.

Each employee should understand that certain policy violations will result in immediate termination. Such violations of the policy include, but are not limited to:

- the use of alcohol on Company time, unless otherwise approved;
- the possession, sale or use of illegal drugs on Company premises or on Company time;
- any effort to substitute or adulterate a drug test sample or otherwise alter a drug test result; and
- refusal to test when required as per this policy

Applicants who refuse to take testing which is requested under this policy or who test positive are subject to immediate discharge or withdrawal of the offer of employment.

The consequence of an employee testing positive for alcohol or drugs with a lab confirmation and MRO review is a requirement of a second chance agreement, employee must get assistance for the substance abuse problem, and any future refusal or positive drug or alcohol test will result in immediate termination.

The Company may require any employee with a verified positive drug or alcohol test result to submit to an assessment for treatment, counseling or rehabilitation, and to sign a Rehabilitation Agreement, Last Chance Agreement or Return-to-Work Agreement.

Any employee with a second positive confirmed test will face termination of employment.

In the event under this policy that an employee is required to seek a treatment or assistance plan, it will be at the employee's expense. The employee must provide documentation of the treatment or assistance plan, and will be required to have an unannounced drug and/or alcohol test (also at the employee's expense) at least twice a year for up to two years following the assistance program. A positive confirmed test during or after referral to a treatment or assistance plan will result in termination of employment.

Employees involved in post-accident or reasonable suspicion testing may be removed from their positions and receive a non-disciplinary suspension until the Company receives the results of the test(s).

An employee testing positive for alcohol or drugs with a lab confirmation and MRO review may forfeit eligibility for unemployment compensation benefits.

An employee testing positive for alcohol or drugs with a lab confirmation and MRO review on a post -accident test may forfeit eligibility for all or a portion of workers compensation benefits.

Employees arrested, indicted or convicted of violating any controlled federal or state substance laws who fail to notify the Company within five (5) days of the event and if this substance abuse policy was also violated, will be subject to discipline up to and including termination, depending on the circumstances.

#### **DILUTE SPECIMEN**

If the MRO informs the Company that a negative test was dilute, the Company may take the following action depending on Company policy and/or guidance provided by the MRO:

- (1) If the MRO directs that a recollection take place (i.e., because the creatinine concentration of the specimen was equal to or greater than 2mg/dl, but less than or equal to 5 mg/dl), the Company will do so immediately. Failure of the employee or applicant to submit for this recollection is classified as a refusal to test.
- (2) Otherwise (i.e., if the creatinine concentration of the negative dilute specimen is greater than 5 mg/dl), the Company will for existing employees:
  - a. Accept the result as is
- (3) Regarding a negative dilute (greater than 5 mg/dl... on an applicant, the Company will:
  - a. Require the applicant to retest within 24 hours and provide instructions to applicant on how to avoid a dilute specimen.

NOTE: The Company will treat all employees the same for this purpose. The Company may, however, establish different policies for different types of tests (e.g., conduct retests in pre-employment situations, but not in random test situations). The Company will inform its employees in advance of its decisions on these matters.

When a retest is required after a negative dilute specimen, the employee or applicant **will be** given the minimum possible advance notice that he or she must go to the collection site. Instructions will be provided on how to avoid a dilute specimen. The result of the retest will be considered the final result, not the result from the first test.

If the employee declines to take a retest required because of a dilute specimen, the action will be considered a "refusal to be tested" and will be treated the same as a confirmed and verified positive result. The offer of employment will be rescinded if an applicant refuses to take the retest because of a dilute specimen.

#### **RETURN TO EMPLOYMENT**

Employees who leave the Company for substance abuse-related reasons, including being terminated for a positive drug and/or alcohol test, may reapply for employment after 60 days. Exceptions may be made to allow employees to reapply sooner than one year if they can



provide documented proof that they have successfully completed a substance abuse treatment program approved by the Company.

#### **F. CHALLENGES TO CONFIRMED POSITIVE TEST RESULTS**

An employee who has been notified by the MRO of a verified positive drug test or refusal to test because of adulteration or substitution, has 72 hours from the time of notification to request a test of the split specimen or retest of the original specimen. The request may be in writing. If the request is made directly to the MRO within 72 hours it will trigger the test of a split specimen or retest of the original specimen. The employee will be responsible for the cost of the test of the split specimen or for the cost of the retest of the original specimen.

If, as an employee, you have not requested a test of the split specimen or retest of the original specimen within 72 hours, you may present to the MRO information documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO (e.g., there was no one in the MRO's office and the answering machine was not working), or other circumstances unavoidably prevented you from making a timely request.

If the MRO concludes from the employee's information that there was a legitimate reason for the employee's failure to request the test of the split specimen within 72 hours, the MRO must direct that the test of the split specimen take place, just as if there had been a timely request.

When the employee makes a timely request for a test of the split specimen or a retest of the original specimen; the MRO will immediately provide written notice to the laboratory that tested the primary specimen, directing the laboratory to forward the split specimen or portion of the original specimen to a second SAMHSA certified laboratory. The MRO will document the date and time of the employee's request and report to the Company whether the test confirmed the presence of the drug.

#### **G. CONFIDENTIALITY OF DRUG TESTING INFORMATION**

All written reports and related information received by the Company, laboratories, employee leasing programs, drug and alcohol rehabilitation programs and their agents will be held in strictest confidence and will not be disclosed except in accordance with Statutes or otherwise legally disclosed. Release of such information under any other circumstance shall be solely pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant.

Agents of our Company and the laboratory conducting a drug test will, however, have access to drug test information when consulting with legal counsel in connection with actions brought against them when the information is relevant to its defense in a civil or administrative matter.

#### **H. CONFIDENTIAL REPORTING OF MEDICATION USE**

The Company knows that eventually most people need to take medications to combat various illnesses. Employees must realize, however, that many medications will alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by a doctor or bought over the counter at a pharmacy. Medications known to alter or affect a drug test are listed in **Section M**. The Name of the testing laboratory is listed in **Section N**.

Employees who want more technical information about medications may consult the testing laboratory.

To avoid the potential problems created by a false test result, the MRO will contact the employee regarding all positive results to determine the use of medications. You may list the use of medications on the back of your copy of the chain of custody form after your specimen is collected and discuss use of medications only with the MRO. The only prescription drugs considered allowable if found in a drug test are those used prescribed to the individual under the supervision of a doctor.

Employees taking prescribed medications that may adversely affect the employee's ability to safely and effectively perform their job duties must notify their supervisor immediately. It is the employee's responsibility and obligation to determine, by consulting a physician if necessary, whether or not a legal drug he/she is taking may or will affect his/her ability to safely and efficiently perform his/her job duties. An employee whose impairment may affect job performance must immediately notify his/her supervisor.

It is the employee's responsibility and obligation to determine, by consulting a physician if necessary, whether or not a legal drug he or she is taking may or will affect his/her ability to safely and efficiently perform his/her job duties. An employee whose impairment may affect job performance must contact his/her supervisor and attempt to find an appropriate alternative assignment. If none is available, the employee may **take** sick leave or be placed on a medical leave of absence (if available and the employee otherwise qualifies) or take other steps consistent with the advice of a physician. If an employee reports to work under the influence of prescription medication and, as a result, endangers himself/herself or others, the employee will be disciplined, up to and including termination. If the results of a drug test under the company drug free workplace program shows a safety concern, the employer may require that the employee see his or her physician and provide a fit for duty letter from the physician.

## **I. EMPLOYEE ASSISTANCE PROGRAM**

Company EAP Program: Coastline EAP 'Kelly Ravenscroft 1300 Centerville Road, 301S |  
**Warwick, RI 02886 | 800-445-1195**

The Company maintains an Employee Assistance Program (EAP) that consists of referring employees and their families who suffer from alcohol or drug use problems to local drug and alcohol rehabilitation centers. An internet search for "Drug Abuse and Addiction - Information and Treatment", will list the names and locations of treatment centers. Also, the United Way offers many confidential services at no charge. Any costs of outside services are, however, the employee's responsibility. There may be options for additional EAP services under an employee's Company policy and/or health insurance coverage.

Any employee who has not previously tested positive for drug or alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and alcohol problems before they lead to disciplinary actions.

No employee will be discharged, disciplined or discriminated against solely upon the employee's voluntarily seeking treatment for a drug/alcohol related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program.



Through the EAP, the Company will attempt to provide appropriate referral to drug and alcohol abuse rehabilitation programs.

If an employee wishes to pursue help through the EAP, please contact the person listed in **Section N** for appropriate referral. In addition, **Section O** lists national hotline numbers and other resources for drug and alcohol problems.

**J. THIS SECTION INTENTIONALLY LEFT BLANK**

**K. FEDERAL AND STATE LAWS AND REGULATIONS**

Nothing in this statement of policy shall be presumed to override, amend or change any requirements of State and/or Federal law. In the event any of the provisions of this policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control.

**L. AMENDMENT AND SEVERABILITY**

The Company reserves the right to administer this policy, and interpret, change or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to applicable State and federal laws or regulations may require the Company to modify or supplement the policy.

The policy does not create an employment contract and should not be interpreted or considered as such. This policy does not, in any way, change the nature of the at-will employment relationship on either the part of the employee or the Company.

**M. SUBSTANCES WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST**

1. **AMPHETAMINES:** Abetrol, Biphetamine, Desoxyn, Dexedrine, Didrex
2. **CANNABINOIDS:** Marinol (Dronabinol, THC), Marijuana, Hash Pot
3. **COCAINE:** Cocaine HCl topical solution (Roxanne), Crack, Coke
4. **PHENCYCLIDINE:** Not legal by prescription; PCP, Angel Dust
5. **OPIATES:** Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Lortab, (Hydrocodone) Opium, Morphine, Heroin
6. **METHAQUALONE:** Not legal by prescription
7. **BARBITURATES:** Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol Mebaral, Butabarbital, Butabital
8. **METHADONE:** Dolphin, Methadose
9. **BENZODIAZEPINES:** Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halclon, Paxipam, Restoril, Rohypnol and Centrax
10. **PROPOXYPHENE:** Darvocet, Darvon N, Dolene, Etc.
11. **ALCOHOL:** Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof); Booze, Drink

*Other Drugs which may or may not be listed above:*

Meperidine (Demerol)	Phenobarbital	Diazepam (Valium)
Quinine	Imipramine/Desipramine	Ativan and/or Dalmane
Methamphetamine, Meth	Hydroxyzine (Vistaril)	Clonazepam (Klonopin)
Hydromorphone (Dilaudid)	Doxepin (Sinequan/Adapin)	Meprobamate (Equanil)
Phenothiazines	Hydrocodone (Hycodan)	Glutethimide (Doriden)
Phenmetrazine (Preludin)	Phentermine	Ethchlorvynol (Placidyl)
Pentazocine (Talwin)	Meperidine	Fenfluramine
Amitriptyline/Nortriptyline	Other barbiturates (specific	Tramadol
(Elavil)	identity not differentiated,	Other Benzodiazepines
Ecstasy, <b>MDMA/MDA</b>	includes: Amobarb,	(specific identity not
Fentanyl	Pentobarb, Secobarb,	differentiated includes:
K2, Spice, Bath Salts	Butalbital, etc.)	Librium, Lorazepam)

Also including synthetic or designer drugs and other drugs not yet classified by the federal government as illegal under the Controlled Substances Act.

**RITBA, Rhode Island Turnpike & Bridge Authority**

**N. DRUG FREE WORKPLACE POLICY - INFORMATION AND REVISION SHEET**

Company DFWP Program Administrator:	CFO	
Company Location:	RITBA, Rhode Island Turnpike & Bridge Authority P.O. Box 437 East Shore Road, Jamestown, RI 02835 401-423-0800	
Your Drug Testing Laboratory is:	LabCorp 1904 Alexander Dnve Research Triangle Park, NC <i>2noo</i> Phone: 800-833-3984 Fax: 919-481-5421	Quest Diagnostics 10101 Renner Blvd. Lenexa, KS 66219 Phone: 866-697-8378 Fax: 877-222-3580
Your Third Party Administrator (TPA) is:	USAMDT of Rhode Island Phone: 401-941-4100	
Your Specimen Collection Coordinator:	USAMDT of Rhode Island Phone: 401-941-4100	
Your MROs:	Dr. David Nahin 9501 Northfield Blvd. Denver, CO 80238 Phone: 877-295-3381 Fax: 303-595-5263	
Your EAP is:	Coastline EAP Kelly Ravenscroft 300 Centerville Road, 301S <b>Warwick</b> , RI 02886 800-445-1195	

Employees may also speak with the Company representative identified above for additional Employee Assistance Program (EAP) information. **Section O** also lists resources for drug and/or alcohol treatment and assistance programs.

## RITBA, Rhode Island Turnpike & Bridge Authority

### 0. NATIONAL HOTLINE NUMBERS

#### Employee Assistance Program

Coastline EAP | Kelly Ravenscroft 1300 Centerville Road, 301S | Warwick, RI 02886  
800-445-1195

The following organizations and resources provide free, confidential assistance to individuals who have, or know someone who has, a problem with alcohol or other drugs.

Substance Abuse Treatment Locator [www.findtreatment.samhsa.gov](http://www.findtreatment.samhsa.gov)

Phone: 1-800-662-4357 / 1-800-662-9832 (Espanol)/ 1-800-228-0427 {TDD}

This Substance Abuse and Mental Health Services Administration (SAMHSA) Web site and toll-free phone line helps individuals locate drug and alcohol abuse treatment programs in their communities.

#### Other National Hotlines & National Assistance Groups:

Ort.IQ & Alcohol Abuse Hotline	1-800-252-6465
Drug Addiction Referral Hotline	1-800-758-5877
Alcoholics Anonymous	1-800-344-2666
Narcotics Anonymous	1-818-773-9999
AL-ANON Family Group Headquarters	1-800-356-9996
Child Help's - National Child Abuse Hot line	1-800-422-4453
M.A.D.D.	1-800-438-6233
S.A.O.O.	1-508-481-3568
Families Anonymous	1-800-736-9805
National Runaway Switchboard	1-800-621-4000
National Institute on Drug Abuse (NIDA)	1-301-443-1124
National Suicide Prevention Lifeline	1-800-273-8255
National Council on Alcoholism & Drug Dependence Helpline	1-800-622-2255
National Clearing House for Alcohol & Drug Information	1-800-729-6686

Employees may also speak with the Company representative identified in **Section N** for additional Employee Assistance Program (EAP) information.

DOT regulated employee testing positive, or refusal to test must be referred to a Substance Abuse Professional (SAP):

American Substance Abuse Professionals, Inc. Call 888-792-2727 ext. 105 (use code number 101)	National Substance Abuse Professionals Network 1-800-879-6428
--	--

<b>Drug</b>	<b>Screening Cutoff</b>	<b>Confirmation Cutoff</b>
Marijuana Metabolites	50NG/ML	15 NG/ML
Cocaine Metabolites	150 NG/ML	100 NG/ML
Opiate Metabolites	2000 NG/ML	2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Amphetamines	500 NG/ML	250 NG/ML
Alcohol- An employee will be presumed to be under the influence of alcohol with a blood alcohol level equal to or greater than .04 percent alcohol.		

**RITBA, Rhode Island Turnpike & Bridge Authority**  
**DRUG FREE WORKPLACE PROGRAM RECEIPT**

I hereby acknowledge that I have received a copy of the Company's Drug Free Workplace Program. I also acknowledge that I have received a full and complete explanation of the Program, including all policies and the availability of an Employee Assistance Program.

I further state that I have read or will read, or have had or will have read to me, all sections of this Drug Free Workplace Program. I understand that violation of any provision of this policy may lead to disciplinary action up to and including termination of employment, and that I may forfeit my workers' compensation benefits.

Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its receipt, constitutes or implies a contract of employment or a guaranteed right to recall.

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness