

**AGREEMENT**

**BETWEEN**

**UNIVERSITY OF RHODE ISLAND**  
**PHYSICIANS'**  
**ASSOCIATION/NEARI**

**AND THE**

**BOARD OF GOVERNORS FOR HIGHER**  
**EDUCATION**

**2007-2010**

## **PURPOSE**

It is the purpose of this Agreement to carry out the policy of the Board of Governors for Higher Education by encouraging a more harmonious and cooperative relationship between the Board and its employees by providing for procedures which will facilitate free and frequent communication between the administration and its employees.

## **MEMORANDUM OF AGREEMENT**

Into this Agreement entered into this September 1, 2007 between the Rhode Island Board of Governors for Higher Education and the University of Rhode Island Physicians' Association/NEARI, the parties hereby agree as follows:

For the purpose of this Contract, the term "Board" shall mean the Board of Governors for Higher Education, the term "Administration" shall mean the University of Rhode Island, the term "Association" shall mean the University of Rhode Island Physician's Association/NEARI and the term "Director of Health Services" shall mean the Administration.

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

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

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

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

The Association recognizes that the Board, the Commissioner of Higher Education and the Administration of the University have responsibility and authority to management and direct, in

behalf of the public, all the operations and activities of the University, including Health Services, to the full extent authorized by law.

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

### **ARTICLE III**

### **NON-DISCRIMINATION CLAUSE**

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

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

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

### **ARTICLE IV**

### **DUES DEDUCTIONS - AGENCY SHOP**

Membership in any employee association may be determined by each individual employee; provided, however, that if the employees have selected an exclusive bargaining representative association all non-members of the exclusive representative association shall pay to the exclusive association a service charge as contribution toward the negotiation and administration of any collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said association.

The State Controller shall, upon certification of the exclusive association, deduct bi-weekly from said employee's salary said above amount and remit the same to the treasurer of the exclusive bargaining association.

The State Controller shall also deduct association dues from the wages of those members who have authorized the State to do so in writing and shall forward promptly to the treasurer of the association a check representing the amount so deducted.

## **ARTICLE V**

### **RIGHTS OF THE ASSOCIATION**

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

## **ARTICLE VI**

### **PERSONNEL FILES**

- A. The University shall maintain (1) official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and evaluation reports prepared by the University and other relevant documents.
- B. The employee shall have the right to examine his official personnel file and to file a statement in response to any item placed in the file, provided, however, any letters of recommendation solicited in connection with his employment shall not be available to that employee or his representative. The employee will be informed by the Personnel Office of any material placed or removed from the personnel file.
- C. A member of the bargaining unit shall have the right to reproduce all documents in his or her personnel file, except as noted above, at the employee's expense.

- D. No anonymous material shall be placed in the employee's official personnel file.
- E. Materials shown to be false or anonymous shall be removed from the employee's official personnel file. The burden of proof of false or anonymous material shall rest with the employee. The personnel office shall be responsible for notifying in writing any persons or organizations to which it may have forwarded the material.

## **ARTICLE VII**

### **CONDITIONS OF EMPLOYMENT**

#### **A. Full-Time Personnel**

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

Celina Pereira, Roger Ashley and Fortunato Procopio.

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

#### **B. Academic Year**

Subject to change by the Administration, the academic year shall consist of August through May excluding University holidays and in concert with the schedule of dormitories. Hours not worked during the academic year as the result of State holidays will be rescheduled by the Medical Director.

#### **C. Physician's Schedule**

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

#### **D. Health Facility Schedule**

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

The weekly schedule of physician coverage for the Health Facility as determined by the Medical Director with the prior approval of the Director of Health Services shall be 115

hours per full week of delivered primary health care on weekdays, and 2 hours of primary health care on Saturday, and in addition, 2 hours on Sunday, if mutually agreed to by the Medical Director and the Director of Health Service, for a total of 117 or 119 hours of delivered primary health care. .

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

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

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

H. **Medical Director**

1. The Medical Director is appointed by the Director of Health Services with the concurrence of the University Administration after consultation with URIPA. The Medical Director and the Director of Health Services shall carry out their duties and responsibilities in accordance with their official University Job Descriptions.
2. If the members of the Association are not available to provide the schedule of physician services described in Section (D) above, the Medical Director will be responsible for selecting other physicians to provide such services. In the absence of the Medical Director, or the Director of Health Services, his or her designee from the URIPA will assume that responsibility. The Medical Director or said designee will select such a substitute physician from a list approved by the Director of Health Services and may direct the appropriate clerical employee to do the contacting. Physicians hired on a substitute, consulting or extended coverage basis will not be considered members of the bargaining unit.
3. The Medical Director will provide twenty (20) hours of administrative duties per week during the academic year, and thirty (30) hours per week during the week prior to and the week following the academic year.

I. **Extended Coverage**

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

## **ARTICLE VIII** **GRIEVANCE PROCEDURE**

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

There shall be a grievance procedure as follows:

- A. A grievance shall be presented by the aggrieved to the Director of Health Services within ten (10) working days after the employee knew or "should have known" of the act, event and/or commencement of the condition which is the basis of the grievance. The Director of Health Services shall attempt to settle the grievance within two (2) working days of its receipt.
- B. If the grievance is not resolved in Step 1, it shall be reduced to writing within three (3) working days after the Director's decision and submitted to the University President or his designee who shall grant a hearing to the aggrieved within five (5) working days of the receipt of the written grievance. A written decision shall be rendered within five (5) working days of the conclusion of the hearing.
- C. If the grievance is not resolved in Step 2, it shall be submitted within five (5) working days of the President's decision to the Commissioner of Higher Education or his designee, as agent for the Board of Governors, who shall grant a hearing to the aggrieved within ten (10) working days of the receipt of the grievance. A written decision shall be rendered within ten (10) working days of the conclusion of the hearing.
- D. **Arbitration** - If a grievance is not settled under Article VIII, such grievance shall, at the request of the Association or the Board, be referred to the American Arbitration Association in accordance with its rules then obtaining.

The decision of the arbitrator shall be final and binding upon the parties except where the decision would require an enactment of legislation, in which case, it shall be binding only

if the legislation is enacted. The expense of such arbitration shall be borne equally by the parties.

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

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

## **ARTICLE IX** **OUTSIDE EMPLOYMENT**

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

## **ARTICLE X** **SALARIES** **2007-2010**

Association Physicians shall be compensated at the rate of ninety-six dollars and thirty-one cents per hour (\$96.31/hour) for providing primary health care, as of January 1, 2008, ninety-eight dollars and seventy-two cents per hour (\$98.72/hour), as of September 1, 2008, and one hundred and one dollars and sixty-eight cents per hour (\$101.68/hour), as of September 1, 2009.

The Medical Director shall be compensated at ten (10%) percent above the primary health care rate when performing administrative responsibilities.

The on-call rate shall be seventeen dollars and fourteen cents per hour (\$17.14/hour), which shall apply to primary health care provided while on call, as of January 1, 2008, seventeen dollars and fifty-seven cents (\$17.57/hour) per hour, as of September 1, 2008, and eighteen dollars and nine cents (\$18.09/hour) per hour, as of September 1, 2009.

## **ARTICLE XI** **FRINGE BENEFITS**

### **A. Retirement**

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

All employees in the bargaining unit must retire in accordance with the provisions of TIAA/CREF.

**B. Disability Insurance**

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

**C. Group Life Insurance**

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

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

**D. Tax Deferred Annuity Program**

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

**E. Health Benefits**

For the term of the 2007-2010 contract, the health insurance benefits extended to eligible employees by the State, shall be those for which the Department of Administration has contracted in accordance with RIGL 36-12 and shall include health insurance, prescription, dental, and vision/optical benefits. The employee health insurance waiver shall continue in the amount of \$2,000 annually.

**Individual Coverage**

	<80,000	>\$80,000
1/1/08	9.00%	11.00%
7/1/08	11.00%	13.00%
7/1/09	13.00%	15.00%

**Family Coverage**

	<\$50,000	<\$80,000	>\$80,000
1/1/08	6.00%	9.00%	11.00%
7/1/08	8.00%	11.00%	13.00%

7/1/09	10.00%	13.00%	15.00%
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Effective July 1, 2008 there will be a ten percent (10%) cap on premium escalation.

Emergency room co-pay - \$30.00

Urgent care co-pays - \$15.00

In the event of mid-contract changes in plan design, the parties agree to reopen the contract.

**F. Retiree Health Insurance.** Effective July 1, 2008, the URI Physicians bargaining unit will participate in the Board of Governors retirement health insurance program for the post-65 medicare supplemental coverage. The employee contribution towards retiree health coverage shall be as follows:

1/1/08	.5% of base salary
7/1/08	.75% of base salary
7/1/09	.9% of base salary

Employees retiring after June 30, 2008 who are not yet 65 years of age may purchase pre-65 health insurance coverage at the actual retiree premium rate for themselves and their spouses.

Employees retiring after June 30, 2008 who are at least 65 years of age shall receive the post-65 medicare supplemental coverage with the following cost sharing:

<u>Yrs. of service</u>	<u>Employer's share</u>	<u>Employee's share</u>
10-15	50%	50%
16-19	70%	30%
20-27	90%	10%
28+	100%	0%

Eligible employees retiring from active service on or before June 30, 2008, shall receive the same retiree health insurance benefit delineated in the August 1998 plan approved by the Board of Governors with the following cost sharing:

<u>Yrs. of service</u>	<u>Age at retirement</u>	<u>Employer's share</u>	<u>Employee's share</u>
10-15	60	50%	50%
16-22	60	70%	30%
23-27	60	80%	20%
28+	any	90%	10%
28+	60	100%	0%
35+	any	100%	0%

**G. Tuition Waiver**

General Fees or course charges of institutions under the jurisdiction of the Board of Governors for Higher Education may be waived for all full-time members of the bargaining unit when they undertake a regular study program at their own or another institution. The level of eligibility for members of the bargaining unit shall be unlimited. The same fee remission applies to spouse and legal dependents when pursuing courses for credit to the baccalaureate level.

**H. In-State Travel**

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

**I. Social Security**

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

**J. Professional Development Fund**

The University shall provide an annual professional development fund in the amount of \$2,500.00 for each association member who is board certified. This fund can be only used to pay for assessments, licenses, meetings, or courses necessary to maintain licensure or to maintain board certification and expenses attendant to these. Any member of the bargaining unit shall have as a condition of employment all licenses required, be Board eligible/Board certified, and/or have hospital privileges. In addition, members of the bargaining unit must hold and maintain the credentials as required for third party reimbursement.

**K. Sick Leave**

Members of the Association shall be granted five (5) non-accruing sick days at the beginning of the academic year. Sick leave with pay is defined to mean a necessary absence from work due to illness, injury or exposure to contagious disease. Sick time discharged must be reported on monthly exception reports to the Payroll Office.

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

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

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

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

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

It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing and signed by the parties.

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

**ARTICLE XIV**  
**SAVINGS CLAUSE**

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

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

- A. This Agreement shall be effective as of the first day of September, 2007, and shall remain in full force and effect until August 31, 2010.


This Agreement shall be automatically renewed from year to year thereafter, commencing the first day of September, 2010, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

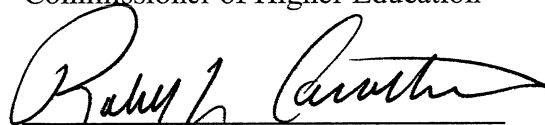
In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

- B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination rate which shall not be before the anniversary date set forth in the preceding paragraph.
- C. In witness whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

For the Board of Governors for  
Higher Education

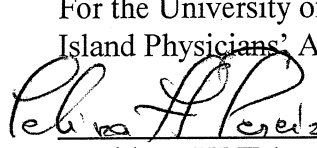
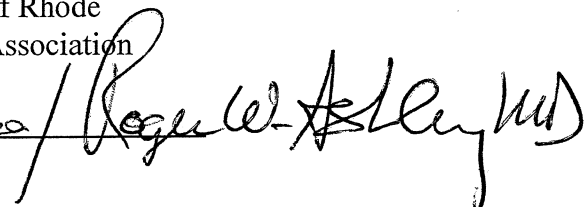
  
\_\_\_\_\_  
Chairman, Board of Governors

  
\_\_\_\_\_  
Commissioner of Higher Education

  
\_\_\_\_\_  
President, University of Rhode Island

  
\_\_\_\_\_  
Director of Labor Relations

For the University of Rhode  
Island Physicians' Association

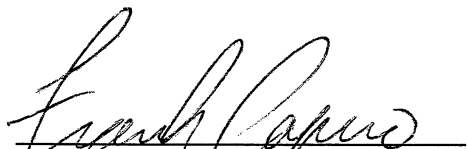
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President, URIPA

  
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Chairman, URIPA Negotiations  
Committee

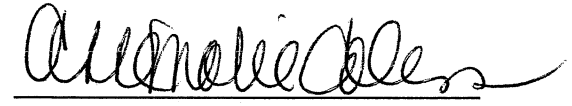
**LETTER OF AGREEMENT**

**RE: MEDICAL MALPRACTICE INSURANCE**

The Board of Governors and the Physicians' Association hereby agree that during the term of this Contract, September 1, 2007 to August 31, 2010, the Board will provide medical malpractice insurance to the association members based upon the job description at URI Health Services.

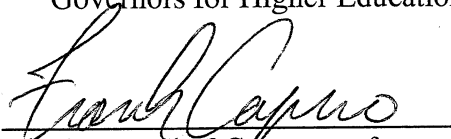
  
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For the Board of Governors for  
Higher Education

  
\_\_\_\_\_  
For the Physicians'  
Association

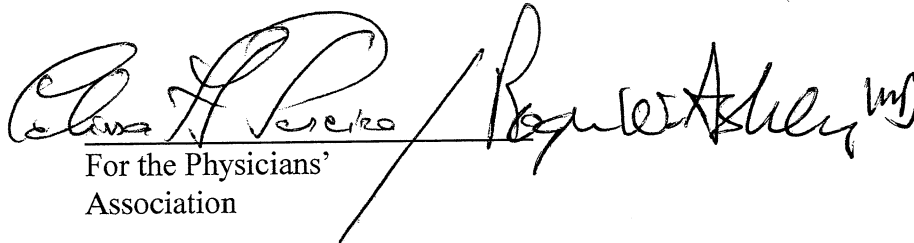
  
\_\_\_\_\_  
Ann Marie Coleman, Director  
of Labor Relations

**LETTER OF AGREEMENT****RE: DISABILITY INSURANCE COVERAGE**

The Board of Governors for Higher Education and the Physicians' Association hereby agree that during the term of this Agreement, September 1, 2007 to August 31, 2010, the Board shall provide to the Association the amount of twenty-four hundred dollars (\$2400) per year of insurance coverage to be put towards the annual premium cost of a group disability insurance policy covering the Association members. The twenty-four hundred dollars (\$2400) will be furnished by the University to the Association President upon presentation of appropriate evidence of such a policy to the Director of Labor Relations for the Board of Governors for Higher Education.



For the Board of Governors for  
Higher Education



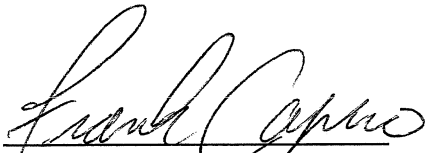
For the Physicians'  
Association

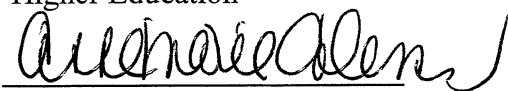



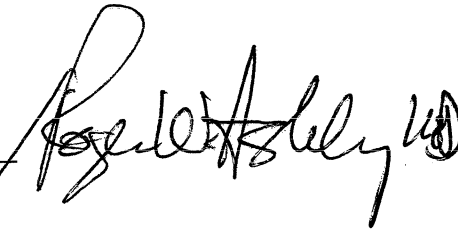
Ann Marie Coleman, Director  
of Labor Relations

**MEMORANDUM OF AGREEMENT**  
**September 1, 2007 to August 31, 2010**  
**Utilization of Holiday Hours by Physicians**

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

  
 For the Board of Governors for  
 Higher Education

  
 Ann Marie Coleman, Director  
 of Labor Relations

   
 For the URI Physicians

\_\_\_\_\_  
 Date