

**AGREEMENT BETWEEN**

**STATE OF RHODE ISLAND**

**AND**

**HOWARD UNION OF TEACHERS**

**AMERICAN FEDERATION OF TEACHERS, LOCAL 1171, AFL-CIO**

**JULY 1, 2010 – JUNE 30, 2012**

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## **MEMORANDUM OF AGREEMENT**

In this Agreement entered into this day of February 26, 2010 by and between the State of Rhode Island, hereinafter referred to as the State, and the Howard Union of Teachers, American Federation of Teachers, Local 1171, AFL-CIO, referred to hereinafter as the Union, the Parties hereby agree as follows:

### **PURPOSE**

It is the purpose of this Agreement to carry out the policy of the State of Rhode Island by encouraging a more harmonious and cooperative relationship between the State and its employees by providing for procedures which facilitate free and frequent communication between the State and its employees. By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the people of the State of Rhode Island and agree further that high morale and good personnel relations, through a stabilized union relationship, are essential to carry out this end.

### **ARTICLE I RECOGNITION**

**1.1** The State hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit as set forth in R.I.GEN. L. Title 28, Chapter 9.3, as amended, and the petition submitted in case numbers EE-1731, EE-1813, and EE-1815, and shall include the positions of School Social Workers and School Psychologist.

### **ARTICLE II UNION SECURITY**

**2.1** There shall be no discrimination against any State employee because such employee has formed, joined, or chosen to be represented by any labor organization or employee organization. Membership in any employee organization may be determined by each individual employee; provided, however, that all non-members shall pay to the employee organization a service charge as a contribution toward the administration of any collective bargaining agreement in an amount equal to the regular monthly dues.

### **ARTICLE III DUES AND PAC DEDUCTIONS**

**3.1** The State Controller shall deduct Union dues each pay period from the wages of those members who have authorized the State to do so in writing. The State Controller shall forward promptly to the Treasurer of the Union a check representing the amounts to so be deducted.

**3.2** The appointing authority shall give written notice to the treasurer of the Union of new employees hired hereinafter within the bargaining unit.

**3.3** Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement, on forms provided by the Union, the employer will deduct from the pay of such employee those PAC contributions authorized by the employee.

### **ARTICLE IV LENGTH OF THE SCHOOL YEAR AND DAY**

**4.1** Bargaining unit members will be required to be in attendance in their respective schools during the school day only in accordance with the following schedule:

### *School Day Defined*

The School day will be as follows:

<b>(a)</b> A.C.I	8:15 – 2:45
<b>(b)</b> Zambarano	8:45 – 3:15 **
<b>(c)</b> Rhode Island Community Living and Support (R.I.C.L.A.S.) (Formerly Ladd)	8:45 – 3:15 **
<b>(d)</b> All other Schools	8:45 – 2:45 **
<b>(e)</b> Non-Standard School Day *	
<b>(f)</b> D.C.Y.F. / Training School	8:30 – 2:45

Bargaining unit members shall be present at least fifteen (15) minutes before each school day and shall remain at least fifteen (15) minutes after the school day ends, unless they are excused by the principal or other administrative officers.

\* Non-Standard School Day Schedule. Any bargaining unit member hired after January 1, 1979 may be utilized during hours and/or days not currently considered as part of the “normal school day”, said schedule would be established by the State; however, all other provisions of this contract will apply. In no case will a bargaining unit member hired prior to January 1, 1979 be involuntarily transferred to a non-standard school day teaching position, but will have the right to bid for the said position as provided in Article VI.

\*\* The Parties agree that the schedule for 52-week employees (which shall include Active Treatment Implementers) shall be as presently established at the respective facility. Any subsequent schedule changes for such newly hired bargaining unit member would be effectuated after joint consent of the State and the Union. Failure to agree on said change would be subject to the arbitration procedure.

**4.2** The school year shall be in accordance with the following:

- (a)** For all facilities other than the Department of Children, Youths and Families’ Rhode Island Training School and the Adult Correctional Facility, the school year shall be one-hundred eighty (180) days except for those employees who are employed in fifty-two (52) week positions. The school year for each facility shall be determined by each facility and its respective faculty. The school years shall then be posted.
- (b)** The school year at the Rhode Island Training School, and on or after September 1, 2006 for the ACI, shall be approximately two-hundred twenty (220) days and shall represent a year round, continuous program of education services. No bargaining unit member who is not on a 52-week schedule shall be required to work in excess of one-hundred eighty (180) days in a year. The school year daily schedule for the RITS is attached as Appendix A. The school calendar for the Rhode Island Training School and the Adult Correctional Facility shall be determined by the school principal’s in consultation with the Union. The school calendar shall then be posted.
- (c)** Teachers at the ACI will work 4 days per 5 day week, have a consistent day off each week, and enjoy all of the school vacations and holidays as those teachers at the RITS (see Appendix A).
- (d)** Teachers assigned to a 180-day/10-month school year prior to September 1, 2006 may, in their discretion, retain such schedules in their present position or in any other teaching position at the ACI, except the anticipated Reintegration Center, into which they may transfer by bid or bumping.

- (e) School vacations and holidays for teachers at the ACI on the 180-day/10-month schedule shall continue to follow the traditional school schedule; that is beginning on the first Wednesday after Labor Day, all state and federal holidays, Thanksgiving, Christmas, February and April vacations with their work year concluding after the 180<sup>th</sup> day of school, typically in June.
- (f) No teacher shall be required to prepare lessons and/or materials to be used by another teacher, on the day of the week that he/she does not teach.

**4.3** The daily class schedule for each school shall be posted in each school building for each academic year and shall not be changed after the schedule is posted. In the event that it becomes necessary to change the daily schedule, the State shall notify the Union, and the Parties shall agree upon a change in schedule. If there is no agreement, then the change may be implemented and subject to the grievance and arbitration provisions of this Agreement.

**4.4** Bargaining unit members may be required to remain after student dismissal time without additional compensation for up to one (1) hour to attend up to two (2) staff meetings each month, to a total of not more than one (1) hour per month.

**4.5** Bargaining unit member participation in extra-curricular activities will be strictly voluntary.

**4.6** Bargaining unit members shall have a duty-free lunch period of not less than thirty (30) minutes in length except the bargaining unit members assigned to the ACI, RICLAS and Zambarano shall have a lunch period of sixty (60) minutes in length during the school day as assigned by the Administrator.

**4.7** All bargaining unit members shall have one (1) unassigned period per day and/or five (5) per week of at least thirty (30) minutes in length during the school day as assigned by the Administrator.

**4.8** The provisions of 4.8(a) through 4.8(e), inclusive, and 4.9 apply to the Rhode Island Training School only:

- (a) The State and the Union recognize the need for the ongoing professional development of the faculty. The State shall make available to the faculty opportunities for planning, teacher collaboration, and staff development.
- (b) The schedule and content of professional development opportunities shall be determined cooperatively by the education staff and the principal. The total professional development hours shall not exceed forty-four (44) in any year and not more than two (2) unassigned period per week (or two (2) after-school hours per day) nor more than four (4) hour in any week.
- (c) Effective July 1, 2007, bargaining unit members shall be paid \$30.00 per hour and future increases shall be in accordance with Article 5.1 (b and c) for each scheduled unassigned period or for any part thereof or for each scheduled after school hour or part thereof.
- (d) Participation in professional development shall be mandatory, subject to individual excusals on a reasonable basis. Employees will not be required to attend professional development on a day off.
- (e) Professional development time to be held after school hours will be scheduled to commence at the end of the bargaining unit member's normal work day and will not

**4.9** It is agreed that any instruction provided to residents of the Training School during hours other than the school day as defined herein or on days when school is not in session may be delivered by persons who are not members of the bargaining unit, except that positions requiring a teaching certificate shall be offered first to bargaining unit members by certification and seniority and filled in accordance with Article VI.

**4.10** The Parties agree that in the event that the Department desires to have an orientation day prior to the official opening of school, then the Department shall give notice of its intention to the Union and those bargaining unit members in the Department who would be required to attend the so-called orientation. The Department shall give such notice thirty (30) days in advance of the orientation day. The Department desiring to have an orientation day shall pay an amount equal to one one-hundred-eightieth (1 / 180) of the appropriate salary to each bargaining unit member who is required to and, in fact, does attend the orientation day. This orientation day shall not be included as part of the official school year.

#### **ARTICLE V SALARY SCHEDULE**

**5.1 (a)** There shall be an across-the-board base wage increase of 3% effective (i) July 1, 2010 for 52-week employees and (ii) effective September 1, 2010 for 180-day teachers. This increase shall not be applied to all other monetary compensation, advanced degrees, summer pay, evening pay, part-time pay, substitute pay and professional development pay.

**(b)** There shall be an across-the-board base wage increase of 3% effective (i) July 1, 2011 for 52-week employees and (ii) effective September 1, 2011 for 180-day teachers. This increase shall be applied to all other monetary compensation, advanced degrees, summer pay, evening pay, part-time pay, substitute pay and professional development pay.

**(c)** Notwithstanding the amounts of the other monetary compensation set forth in the Agreement, increases for 52-week employees shall be effective each July 1 and increases for 180-day employees shall be effective each September 1.

**(d)** Per-diem substitute pay shall be \$110.70 per day, effective September 1, 2009.

**5.2** Bargaining unit members shall be raised one (1) step on the appropriate salary scale six (6) months from the date of employment and annually thereafter until the maximum of the scale is reached.

**5.3** Bargaining unit members shall receive \$3242.00 above the basic scale upon completion of a Master's Degree or thirty-six (36) credit hours beyond the Bachelor's Degree.

**5.4** Increments for a C.A.G.S., 30 credit hours beyond the Master's Degree, and 60 credit hours beyond the Bachelor's Degree shall be received in accordance with the following:

**(a)** Bargaining unit members hired on or prior to July 1, 1987 shall receive \$5388.00 above the basic scale upon completion of a C.A.G.S. or thirty (30) credit hours beyond the Master's Degree or sixty (60) credit hours beyond a Bachelor's Degree.

**(b)** Bargaining unit members hired subsequent to July 1, 1987 shall receive \$3912.00 above the basic scale upon completion of thirty (30) credit hours beyond the Master's Degree or sixty (60) credit hours beyond a Bachelor's Degree.

(c) Bargaining unit members hired subsequent to July 1, 1987 shall receive \$5388.00 above the basic scale upon the completion of a C.A.G.S.

5.5 Bargaining unit members shall receive \$6251.00 above basic scale upon completion of a Doctorate Degree or forty-eight (48) credit hours beyond a Master's Degree or seventy-five (75) credit hours beyond a Bachelor's Degree.

5.6 Each bargaining unit member shall be granted a longevity increase in accordance with the following schedule:

<u>Years of State Service</u>	<u>Percentage Increase over Base Rate</u>
After 10 years	5%
After 20 years	10%

5.8 Years of State Service is defined as the number of years of service in any job with the State.

5.9 Itinerant bargaining unit members currently employed who are required to use their automobiles for State business shall be paid at the prevailing rate per mile set by the Federal General Services Administration.

#### **ARTICLE VI SENIORITY AND TRANSFER**

6.1 It is hereby agreed that the Parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment or schedule, layoffs and recalls.

6.2 Seniority shall be defined as the length of service as a member within the bargaining unit.

6.3 The Personnel Administrator shall prepare and forward to the Secretary of the Union a seniority list of employees by class of position. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards showing the employee's name, class of position and seniority.

6.4 The posting and filling of a new or vacant position shall be in accordance with the following:

- (a) When a vacancy occurs or is about to occur or a new position is created which requires a certificate issued by or under the authority of the Rhode Island Board of Regents and/or its successors, the appropriate director of the department or his/her designee will post in all schools, departments, and any and all other locations where bargaining unit members covered by this contract work, teach or are otherwise employed, a notice of said vacancy or new position for ten (10) school days prior to filling said vacancy or new position. The posting shall include at least a statement of the title of the position, a brief job description, job location and teaching certification required.
- (b) Any bargaining unit member covered by the contract who holds an appropriate certification from the Department of Education for the vacancy or new position must write a request to fill the vacancy or new position through the appropriate department director or his/her designee stating his/her desire to fill said new position or vacancy.

- (c)** Any appropriate posting shall be deemed to occur only after the Union building delegate has signed and dated said notice from the appropriate department director or his/her designee in triplicate. One (1) copy is to be returned to the appropriate department director, one (1) copy is to be returned to the appropriate Union building delegate and one (1) copy to be posted on the bulletin board by the building delegate.
- (d)** After the ten (10) days posting has been completed, the appropriate department director or his/her designee will then determine the teaching seniority of each eligible applicant and appoint the applicant with the most teaching seniority. Said position must be filled within twenty (20) days of the original posting.
- (e)** The Parties agree that the only criteria for determining the eligibility of an applicant for the purposes of filling a vacancy or a new position will be the appropriate teaching certification issued by the Department of Education and that seniority shall be the determining factor among the applicants deemed eligible.
- (f)** The Parties agree that vacancies or new positions of administrative or supervisory rank which require certificates issued by the Rhode Island Department of Education will be posted by the State as herein above outlined. However, the State will not be mandated to pick any member covered by this contract, provided the appointee is properly certified by said Department of Education.
- (g)** IF a vacant or new position is to be filled during the summer, said notices shall be mailed to all members of the bargaining unit fifteen (15) days prior to the closing date for the filling of the position.
- (h)** Any applicant who fails to be appointed to the new position or any vacancy shall be notified of such denial by the appropriate department director or his/her designee.
- (i)** Nothing in this Article will prevent the voluntary transfer of a bargaining unit member from one teaching position to a teaching vacancy within his/her respective school. If, however, more than one bargaining unit member requests an in-house transfer, then seniority among bargaining unit members in the affected department shall be the determining factor. Once the bargaining unit members desiring in-house transfers have been granted, then the appropriate department director shall post in accordance with the provisions of this Article.

**6.5** In the event of layoff, employees shall be laid off according to seniority within affected areas of certification. In the event that a bargaining unit member receives a notice of non-renewal of his/her contract and/or a notice of suspension due to decline in enrollment, reorganization or budgetary constraints, said employees shall be non-renewed and/or suspended where the reorganization, decline in enrollment or budgetary constraint exists by seniority within affected areas of certification.

**6.6** In the event of recall, bargaining unit members who have been laid off, non-renewed or suspended due to a decline in enrollment, reorganization or budgetary constraints shall have his/her name placed on a re-employment list for three (3) years from the date of layoff, non-renewal, or non-disciplinary suspension, seniority shall accrue to such employees on said re-employment list.

**6.7** Each new employee shall serve a probationary period of three (3) consecutive school years after such time s/he enjoys full tenure.

**6.8** Any new employee may be dismissed during the probationary period for reasons relating to the employee's qualifications or for the good of the service. The probationary bargaining unit member is to be given a reason for dismissal in writing and is entitled to a hearing, if s/he desires a hearing and the probationary bargaining unit member shall have the right to appeal the dismissal, if s/he so desires, pursuant to R.I. GEN. L. Title 16, Chapter 13.

**6.9** Seniority shall be considered broken for the following reasons only:

- (a) When an employee has been discharged for just cause.
- (b) When an employee voluntarily terminates his/her employment.
- (c) When an employee fails to respond to a recall notice.
- (d) When an employee fails to notify his/her departmental director of his/her absence from work within three (3) working days unless extenuating circumstances prohibit such notice.
- (e) When an employee fails to renew a leave of absence.
- (f) When an employee engages in other work without authorization while on a leave of absence.
- (g) When an employee is laid off in excess of three (3) consecutive years.

## **ARTICLE VII VACATIONS**

**7.1** The provisions of this Article shall apply only to 52-week employees.

**7.2** No employee shall receive any vacation until such employee has completed thirteen (13) biweekly pay periods, but vacation credits shall accrue during such time.

**7.3** It is agreed that all employees covered by this Agreement shall receive a vacation with pay according to the following schedule:

<i>Years of Service</i>	<i>Vacation Schedule</i>
At least six (6) months but not more than five (5) years	Ten (10) Working Days
At least five (5) years but not more than ten (10) years	Fifteen (15) Working Days
At least ten (10) years but not more than fifteen (15) years	Eighteen (18) Working Days
At least fifteen (15) years but not more than twenty (20) years	Twenty (20) Working Days
At least twenty (20) years but not more than twenty-five (25) years	Twenty-six (26) Working Days
Twenty-five (25) years or more	Twenty-eight (28) Working Days

**7.4** When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his/her vacation credits, such employee or his/her estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his/her credit as of the date of termination.

**7.5** Vacation leave assignments shall be made in a fair and equitable manner.

**7.6** Each employee shall be allowed to take at least two (2) consecutive weeks of vacation at some time during the calendar year.

**7.7** Should a question arise between the employees as to when their vacation will be taken, the senior employee shall have preference.

**7.8** Employees may carry over from one year to another year up to one (1) year accrual of annual leave.

### **ARTICLE VIII SICK LEAVE**

**8.1** Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease and may include absence due to illness or death in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

**8.2** Employees shall accrue four (4) hours for each bi-weekly period of service; the initial accumulation of sick leave to each employee's credit shall be calculated from prior consecutive state service. When the total accumulation shall amount to 875 hours (125 days) for a thirty-five (35) hour employee or 1000 hours (125 days) for a forty (40) hour employee, no further credit shall accrue until the total shall have been reduced to less than the maximum.

**8.3** When the service of an employee shall be terminated by retirement (mandatory, voluntary, or involuntary), or death, such employee or his/her estate shall be entitled to receive full pay for each hour of accrued sick leave to his/her credit as of the date of termination according to the following formula:

**(a)** A thirty-five (35) hour a week employee or a non-standard employee shall be entitled to receive a full pay for fifty percent (50%) of all accrued sick leave over three-hundred and ninety (390) hours up to and including six-hundred and thirty (630) hours and seventy-five percent (75%) pay for all accrued sick leave over six-hundred and thirty (630) hours up to and including eight-hundred and seventy-five (875) hours.

**(b)** A 40-hour a week employee shall be entitled to receive full pay for fifty percent (50%) of all accrued sick leave over four-hundred and sixty-eight (468) hours up to and including seven-hundred and twenty (720) hours and seventy-five percent (75%) pay for all sick leave over seven-hundred and twenty (720) hours up to and including one-thousand (1000) hours.

**8.4** The appointing authority may require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than five (5) consecutive working days.

**8.5** A bargaining unit member shall be granted leave with full pay for three (3) days per death in the family. The family shall include wife, husband, child, including foster child,

mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law and any other person residing in the same household. Additional time necessary for bereavement may be taken from sick leave.

**8.6** Sick leave shall be granted when certified by a physician to be necessary during pregnancy and recovery of a female employee. When the employee has used all accrued sick leave, said employee may request leave without pay in accordance with Article XIV.

**8.7** Whenever an employee shall be absent from his/her duties and receiving compensation as provided in the Workers' Compensation Laws, s/he may be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition to Workers' Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be sick leave without pay.

Provided, however, that if it shall be determined during the proceedings that the injury resulted from a physical assault arising out of the regular course of employment, the employee's leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27<sup>th</sup>) week and thereafter for the duration of the employee's disability, deductions from accumulated sick leave shall be applied as indicated above.

**8.8** Any employee whose employment requires exposure to X-rays or other unusual employment hazards may be granted special sick leave credits not to exceed 105 hour in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the appropriate appointing authority to the Personnel Administrator that it has been determined by blood tests or other approved method and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards.

**8.9** To implement this section, it is agreed that the State will accept from each department concerned, a schedule of current sick leave accruals minus any discharges which will truly reflect the sick leave balance of each employee covered by this contract on its effective date. The State shall provide each bargaining unit member, prior to the beginning of the school year, with a statement of his/her accumulated sick leave. Every employee transferring from classified service to the position of certified bargaining unit member in the unclassified service shall carry with him/her his/her total accumulated vacation and sick time accrual.

**8.10** Sick Leave Bank

- (a)** The State and the Union agree to establish a Sick Leave Bank Committee which shall be responsible to administer a Sick Leave Bank.
- (b)** The Sick Leave Bank Committee shall be composed of six members, three (3) of whom shall be appointed by the Union and three (3) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. The Sick Leave Bank Committee may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

- (c) The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:
- (1) The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.
  - (2) The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of the employee only (not any family member).
  - (3) The maximum amount of sick leave the Committee may grant shall be established by the committee on an as needed basis 320 hours per employee assigned to a forty (40) hour work week and 280 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
  - (4) Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any Sick Leave.
  - (5) Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven (7) hours if assigned to a thirty-five (35) hour work week.
  - (6) An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
  - (7) Part-time employees may participate on a pro-rated basis.
- (d) Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.
- (e) During the calendar year, if the Sick Leave Bank falls below three hundred fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours or 7 hours) from those employees who made contributions in that calendar year.

**ARTICLE IX  
HEALTH AND WELFARE**

**9.1** Members shall be eligible to participate in those health plans (including dental and vision plans) as set forth by the Department of Administration.

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

For full time employees:

Effective July 1, 2010 for 52-Week Employees and Effective September 1, 2010 for 180-Day Teachers:			
Individual Plan		Family Plan	
Less than \$46,350	17.5%	Less than \$46,350	14%
\$46,350 to less than \$92,700	20%	\$46,350 to less than \$92,700	20%
\$92,700 and above	25%	\$92,700 and above	25%

Effective July 1, 2011 for 52-Week Employees and Effective September 1, 2011 for 180-Day Teachers:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$47,741	15%
\$95,481 and above	25%	\$47,741 to less than \$95,481	20%
		\$95,481 and above	25%

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

For part time employees:

Effective July 1, 2010:	
Individual or Family Plan	
Less than \$90,000	20%
\$90,000 and above	35%

Co-share payment increases in fiscal years 2011 and 2012, to the extent that they result from premium increases rather than increases in the co-share percentages, shall be capped at 10% each year.

**9.3** Employee contributions, for employees who opt out of health coverage but retain or choose vision/optical care or the dental program, shall be calculated on the cost of benefits elected relative to the total cost of health care, vision/optical, and dental program combined.

**9.4** The parties shall consider modest health care plan design changes to be effective July 1, 2006, that will provide additional savings in the overall cost of the premium which would allocate slightly more costs to the direct users, which at a minimum shall implement increases in Emergency Room co-pays from \$25.00 to \$30.00 and Urgicare co-pays from \$10.00 to \$15.00.

Effective July 1, 2010, the following co-pays shall be:

- (1) Primary Care office visit co-pay is \$10 (includes internal medicine, family practice, pediatrics and geriatrics);
- (2) Emergency room co-pay to increase to \$100;

- (3) Urgent Care co-pay to increase to \$35;
- (4) Specialist office visit co-pay to increase to \$20 (includes all physicians other than primary care physicians);

**9.5** Effective July 1, 2010, the drug co-pay for a 31-day supply shall be:

Tier 1	Tier 2	Tier 3
\$5.00	\$20.00	\$40.00

There is no separate co-pay arrangement for 60-day supplies or 100 units.

Effective July 1, 2010, the drug co-pay for mail order network pharmacies is: 3 month supply of a prescription drug for 2 co-payments. Maximum fill is 3 month supply.

**9.6** Effective July 1, 2010, dental plan crown coverage is 80%..

**9.7** Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.

**9.8** Flex Plan

Effective July 1, 2008, the State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

**9.9** Wellness Incentive

Employees participating in the State’s medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per year. The earned reductions in medical insurance co-share payments shall be awarded to active employees in FY 2011 or the fiscal year following the employee’s participation in the wellness activities.

The Wellness Incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, obtaining a primary care physician, wellness coaching programs, preventive screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual’s overall health.

**9.10** Subsequent to the ratification of this agreement by the Union, any health insurance co-share agreement agreed to by the State through negotiations, mediation or conciliation by the Director of the Department of Administration, or his/her designee, shall be offered to the Union as an alternative to the co-share provision set forth above. Any such alternative agreement shall be applicable on a prospective basis only, provided the alternative co-share agreement is applied to all bargaining unit employees who are entitled to health, dental and/or vision care benefits. In the event of a more favorable health insurance co-share is directly related to concessions made by other labor organizations, the Union shall have the option of making concessions of equal value in order to qualify for the more favorable co-share agreement.

Notwithstanding any provision in the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, co-share charges for health insurance, dental insurance, or vision care insurance, employee waiver payment, or wages, based on the terms of the collective bargaining agreements between the State and the Rhode Island Troopers Association.

**9.11** The State shall provide each school with adequate, clean, comfortable teachers’ lounges. Washrooms for men and women bargaining unit members, which are private, clean and comfortable, shall be provided.

**ARTICLE X  
HOLIDAYS**

**10.1** The following shall constitute official holidays for all bargaining unit members and paid holidays for all 52-week employees.

New Year's Day	Memorial Day	Victory Day
Martin Luther King Day	Independence Day	Labor Day
Columbus Day	Thanksgiving Day	Veteran's Day
Christmas Day		

Any day on which a general election of State Officers is held, as Election Day  
Any day which shall hereafter be appointed as a holiday by the General Assembly

**10.2** The provisions of Articles 10.2 through 10.8, inclusive, shall apply on to 52-week employees.

**10.3** If a holiday falls on a regularly scheduled work day, the employee shall be entitled to the day off and shall be credited with the number of hours in his/her official work schedule for that day.

**10.4** Whenever an employee is required to work on a holiday which falls on his/her regularly scheduled work day, s/he shall be credited with the number of hours in her official work schedule for that day, plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.

**10.5** If a holiday falls on one of the employee's regularly scheduled days off, s/he shall be credited with the number of hours for one day in his/her official work schedule. The hours so credited for this day shall not be used in the computation of overtime.

**10.6** Whenever an employee is required to work on a holiday which falls on one of his/her scheduled days off, s/he shall be credited with the number of hours for one (1) day in his/her official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of time and one-half.

**10.7** If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for absence on that day.

**10.8** When a non-standard employee is required to work on a holiday which falls on his/her regularly scheduled work day, s/he shall be compensated for an additional seven (7) hours at his/her base rate.

**ARTICLE XI  
OVERTIME**

**11.1** The provisions of this Article shall apply only to 52-week employees.

**11.2** It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an appointing authority may direct or authorize overtime work.

**11.3** Overtime work shall be defined as the required performance of work in excess of the established work week.

**11.4** Compensation for overtime work shall not be paid to employees in the non-standard category.

**11.5** Time and one-half shall be paid in each and any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime:

- (a) All work performed in excess of forty (40) hours for those employees assigned to a standard forty (40) hour work week.
- (b) In those classes of positions in which it is applicable, all work performed in excess of thirty-five (35) hour in any week for those employees assigned to a standard thirty-five (35) hour work week.
- (c) When funds become unavailable within a department to pay cash for work performed between thirty-five (35) and forty (40) hours for employees in a standard thirty-five hour work week, compensatory time shall be credited to the affected employee at the rate of one and one-half times such hours. An employee may request compensatory time in lieu of cash, and the appointing authority may grant either cash payment or compensatory time. If an employee is granted compensatory time in lieu of cash, such compensatory time must be discharged within six weeks.

**11.6** Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective division and class of position. A record of overtime work will be furnished to the Union at the close of each pay period.

**11.7** Overtime shall be offered to employees on the basis of their seniority in their classification within the division in which they are employed. An employee offered overtime will be excused at his/her request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again until his/her name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and division in which the overtime work is assigned voluntarily accept the assignment, the State may direct and require employees within the classification and division to perform the work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union at its request.

**11.8** Hours which are paid for but not actually worked excluding holiday pay which shall be considered premium pay shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime compensation.

## **ARTICLE XII RETIREMENT**

**12.1** Bargaining unit members shall participate in the State Employees Retirement System in accordance with the provisions of Titles 16 and 36, of the R.I. GEN. L., as amended.

**12.2** The above-mentioned retirement system is in addition to the provisions of the Social Security Act coverage which has become available to State employees.

## **ARTICLE XIII GROUP LIFE INSURANCE**

**13.1** It is agreed that all employees shall be eligible to participate in the State Employee's Group Life Insurance Program, as established by R.I. GEN. L. 36-12-6, as amended.

**13.2** The following provisions of the insurance program are set forth herein:

- (a) Each new employee will be automatically covered unless such employee designates in writing that s/he desires not to be insured.
- (b) Each covered employee will be provided with an amount of group life insurance equal to the amount of his/her annual compensation taken to the next higher multiple of one thousand dollars (\$1,000) plus an equal amount of group accidental death insurance with dismemberment coverage.
- (c) Each such amounts of insurance will be reduced by one percent (1%) thereof, at the end of each calendar month following the rate the employee attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five percent (25%) of the coverage in force immediately prior to the employee's sixty-fifth (65<sup>th</sup>) birthday.
- (d) The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (.25¢) biweekly for each one thousand dollars (\$1,000) of his/her group life insurance.
- (e) Upon an employee's termination from State service, the policy may be converted to an individual policy of life insurance at standard rates.

**ARTICLE XIV  
LEAVE WITHOUT PAY**

**14.1** It is agreed that, upon written application, an employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by the Appointing Authority and the Personnel Administrator.

**14.2** At the expiration of such leave, the employee shall be returned to the position from which s/he is in leave at the same step of the then current range for his/her class of position.

**14.3** Seniority shall be retained and shall accumulate during all leaves without pay.

**14.4** During each school year, three (3) days of leave with pay for personal reasons will be granted upon notification to the principal to each 180-day teacher, and four (4) personal days shall be granted to each 52-week employee.

**ARTICLE XV  
EDUCATION**

**15.1** The Education Reimbursement Program shall be funded by the State in the amount not to exceed forty-five thousand dollars (\$45,000). Unused funds shall not be carried over from one fiscal year to another. The parties agree to form an Education Reimbursement Committee composed of six members, three selected by management and three selected by the Union. Approval must be by majority vote of Committee members. Teachers will be reimbursed for attending educational courses of instruction, workshops, seminars or conferences that are necessary to maintain or renew certificates and/or licenses, that are directly related to the performance of their teaching duties, that enhance the ability to perform any job, task or duties performed by members of the bargaining unit and that incur costs to attain or maintain the standing of highly qualified, or that are related to obtaining a certificate from the Rhode Island Department of Education or the Rhode Island Department of Health. Courses of instruction shall be taken outside of the school day unless prior approval is granted by the Director's designee. Education reimbursement shall be limited to the cost of tuition/registration/course, workshop or seminar, lab, computer or video fee and books. Other costs including but not

limited to travel, lodging or other fees and expenses, are expressly precluded from reimbursement.

**15.2** Requests for educational reimbursement must be submitted to the committee for prior approval and shall be made to the committee no later than thirty (30) days prior to the activity for which reimbursement is sought. The member requesting reimbursement shall be notified by the Education Reimbursement Committee within fifteen (15) days of such request. Education reimbursement shall be on the basis of seniority on a rotating basis as determined by the committee. No member shall be reimbursed for more than one (1) education course of instruction, workshop seminar or conference before all members have had an opportunity for reimbursement.

**15.3** Upon completion, the employee shall submit a copy of the paid receipt, proof of attendance, or other evidence of satisfactory completion, and written approval of the Education Reimbursement Committee. Such submission shall be made to the fiscal officer of the department involved and shall also be made within twenty-one (21) days of the issuance of the verification of completion/grade. The Education Reimbursement Committee may enact rules to implement this language with the approval of the Union and the State.

#### **ARTICLE XVI JURY DUTY**

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

#### **ARTICLE XVII MILITARY LEAVE**

**17.1** Every employee covered by this Agreement who has left or shall leave said position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve or by reason of enlistment, induction, commission or otherwise) and who has been employed for one-hundred eighty (180) or more calendar days within the twelve (12) months next preceding entrance into the armed forces, is entitled to and is hereby granted military leave of absence from said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

**17.2** For the first sixty (60) calendar days of such absence, every such employee shall be paid by the State the same amount as s/he would have received had s/he not been absent from his/her position.

**17.3** During the part of the period of leave described above for which the employee shall receive his/her salary, s/he shall also accrue such sick leave and annual leave credits as s/he would have accrued while working in said position during such period of sixty (60) days.

**17.4** Employees on military leave shall be granted yearly increases when due in accordance with the conditions of such eligibility outlined herein.

**17.5** At the conclusion of such military leave of absence, the employee shall be returned to his/her position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

**ARTICLE XVIII  
MILITARY TRAINING LEAVE**

**18.1** Employees covered by this Agreement who, by reason of membership in the United States Military, Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen days in any one calendar year. Should the employee be required to participate in such training activities for a greater period than fifteen days, s/he shall be granted leave without pay for this purpose.

**18.2** During the period of military training leave with pay, the employee shall accrue sick leave credits.

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

**ARTICLE XIX  
TEACHER ASSIGNMENT**

**19.1** Bargaining unit members of rotating classes shall not be required to teach more than two (2) subject matter areas on the secondary level where practicable.

**19.2** In order to assure that pupils are taught by employees working within their areas of competence, employees will not be assigned outside the scope of their teaching certification.

**19.3** Substitute procedures shall be in accordance with the following:

(a) Positions which become vacant on a day-to-day basis will be filled by substitutes when substitutes are available.

(b) Substitute teachers shall be hired in accordance with the following:

(1) Bargaining unit members on lay-off status shall have the right of first refusal on all opportunities to work.

(2) After exhausting the eligible bargaining unit members covered under subsection (1), the remaining members of the bargaining unit shall be offered all opportunities to work and shall be hired before any non-bargaining unit members are hired for substitute teaching positions.

(3) After exhausting the eligible bargaining unit members covered under subsections (1) and (2), substitutes may be drawn from the per diem sub list.

**19.4** Bargaining unit members will be permitted to leave the premises during their unassigned periods with the permission of the principal and such permission shall not be withheld unreasonably.

**19.5** Classroom interruptions are to be permitted only in cases of emergency or when no other reasonable alternative is possible.

**19.6** The employer shall replace in kind clothing and eyeglasses damaged by patients in the performance of duty by the employee.

## **ARTICLE XX TEACHER EVALUATION**

**20.1** All monitoring or observation of the work performance of an employee will be conducted openly and with his/her full knowledge. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superior.

**20.2** Employees will have the right, upon request, to review the contents of their personnel file.

**20.3** No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless s/he has had an opportunity to review the material.

**20.4** Complaints regarding an employee made to any member of the administration by any parent, student or other person will be promptly called to his/her attention.

**20.5** The teacher evaluation process contained in Appendix B shall apply only to those bargaining unit members employed at the Rhode Island Training School. Said evaluation shall be conducted pursuant to the provisions of Appendix B "Teacher Evaluation Process," which is attached hereto and the terms of which are incorporated herein. The Parties will negotiate cooperatively on the design of the evaluative instrument.

## **ARTICLE XXI MAXIMUM CLASS SIZE**

**21.1** The State agrees to implement the following class size maxima:

R.I.C.L.A.S.:

In compliance with the Regulations for the Board of Regents for Elementary and Secondary Education Governing the Special Education of Students with Disabilities.

Zambarano Mem. Hospital, B.H.D.D.H.:

In compliance with the Regulations of the Board of Regents for Elementary and Secondary Education Governing the Special Education of Students with Disabilities.

Adult Correctional Institute (A.C.I.):

G.E.D.: Twenty (20) students

Basic Education: Fifteen (15) students

D.C.Y.F. / Training School:

Except for special education which is governed by State regulations, the maximum class size shall be twelve (12) students.

Vision Service Program

Itinerant teacher: the number of pupils assigned on a regular basis will be no greater than the number which can effectively be served during regular working hours.

O'Rourke Children's Center, S.R.S.: Eight (8) students

## **ARTICLE XXII BULLETIN BOARDS**

**22.1** The State agrees to provide reasonable bulletin board space for use by the Union where notices may be posted.

## **ARTICLE XXIII UNION COMMITTEE**

**23.1** Designated Union representatives or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with State officials. Such time shall be with the approval of the department director involved, and such approval shall not be unreasonably withheld.

**23.2** No Union Steward or committee member or representative shall be discriminated against as a result of the performance of legitimate Union business.

**23.3** The Union shall furnish the State and Department with a written list of its officers immediately after their designation and shall promptly notify the State of any change in such officers.

**23.4** Union representatives will be permitted to visit Union officers and committee members on State premises for the purpose of discussing Union business.

## **ARTICLE XXIV DISCHARGES**

**24.1** It is agreed that an Appointing Authority may dismiss or suspend an employee for just cause. In all other cases, the employee and the Union shall be notified on or before the effective date of such action.

**24.2** If within two weeks of such dismissal or suspension, the employee or the Union so affected notifies the Appointing Authority in writing that s/he has been unfairly treated and gives his/her reasons therefore, s/he may have his/her case reviewed in accordance with the grievance and arbitration procedure set forth in this Agreement.

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

**24.4** After a period of two (2) years, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records.

**ARTICLE XXV  
GRIEVANCE PROCEDURE**

**25.1** For the purpose of this Agreement, the term “grievance” means any difference between the State and the Union or between the State and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

**25.2** There shall be a grievance procedure as follows:

- (a)** A grievance shall be presented by the aggrieved employee and/or by the Union within fifteen (15) working days of the employee’s knowledge of the occurrence of such grievance.
- (b)** An aggrieved employee shall discuss is/her problem with his/her Union representative and his/her immediate supervisor who shall attempt to settle the problems within one (1) working day.
- (c)** If the grievance is not resolved according to Section (b) above, it shall be reduced to writing and the aggrieved and/or the grievance committee of the Union shall meet immediately with the appropriate chief administrative officer. Such officer shall render a decision to the Union and the employee within one (1) working day.
- (d)** If the grievance is still not resolved according to Section (c) above, the departmental director or his/her designee shall grant an immediate hearing to the aggrieved and/or the Union committee and shall render a decision in writing to the Union and the employee within three (3) working days.
- (e)** If the grievance is not resolved according to Section (d) above, it shall be submitted to the Labor Relations Administrator, who shall grant an immediate hearing to the aggrieved on or before the Union committee and shall render a decision in writing to the Union and the employee within five (5) working days.
- (f)** If the grievance is not settled in a manner satisfactory to the aggrieved member, then such grievance may be submitted to arbitration in the manner provided herein.
- (g)** Either Party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The State, on request, will produce payroll and other records, as necessary. Members of the Union committee, stewards, the aggrieved employee and employee witnesses who are State employees, will be paid at their regular rate, up to their normal quitting time for time spent in processing grievances. The Union representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his/her grievance without Union representation; the facts of said grievance will be furnished to the Union.
- (h)** It is also agreed that in all cases of dismissal, the aggrieved and/or the Union committee may go immediately to Section 25.2(d) of the grievance procedure. It is further agreed that either may submit a grievance to each other and proceed immediately to 25.2(e) above.

**ARTICLE XXVI  
ARBITRATION**

**26.1** If a grievance is not settled under Article XXV, such grievance shall, at the request of the Union or the State, be referred to the American Arbitration Association in accordance with its rules then obtaining.

**26.2** 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.

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

**26.4** All matters concerning wage schedules, monetary fringe benefits, or any other matter requiring the appropriation of money shall not become a subject for arbitration.

**26.5** All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision.

**ARTICLE XXVII  
DISCIPLINE AND STUDY COMMITTEE**

**27.1** When a situation occurs in the classroom where a student's behavior, as determined by the appropriate administrator, is disruptive to the classroom and/or the welfare and the safety of the bargaining unit member and/or students is threatened, said student shall be removed by a designated administrator for the remainder of the school day or until said student's behavior warrants his/her return to the classroom.

**27.2** A set of rules and regulations will be adopted in writing through joint participation between teaching staff and the administration establishing minimal standards of behavior for all students, said rules and regulations will be promulgated no later than June 30, 1998.

**ARTICLE XXVIII  
SUPPLEMENTAL EMPLOYMENT OPPORTUNITIES**

**28.1** Summer employment opportunities for bargaining unit members shall be posted in each building and the present teaching staff covered by this contract will be given such summer employment according to the following procedures:

- (a)** The bargaining unit member will submit a request to fill a summer teaching assignment no later than May 15.
- (b)** The bargaining unit member may only request to fill an assignment for which s/he is certified according to the rules and regulations of the Department of Education.
- (c)** The State agrees that summer employment opportunities will be filled according to seniority; the employment opportunities for summer work will be afforded to bargaining unit members (covered by this contract) who are certified; however, in no case will a bargaining unit member be afforded the opportunity to be employed by the second summer session until all other bargaining unit members (covered by this contract) who are properly certified have had an opportunity to fill a summer assignment. It is the intent of the Parties that seniority will be used for determining who will fill the summer assignments for the summer of 2007 and thereafter, said appointments will be done from a roster rotating among all bargaining unit

members (covered by this contract) on a fair and equitable basis. Rotation will apply only to bargaining unit members within each facility.

- (d)** The State agrees to post summer employment opportunities by May 1<sup>st</sup> and notify bargaining unit members (covered by this contract) of their appointment to said summer assignments by June 1<sup>st</sup>.
- (e)** Each summer teaching assignment may be filled by not more than two properly certified bargaining unit members who are covered by this Agreement, each covering one half of the teaching assignments and provided that each half is in continuous weeks. For example: If a summer teaching assignment will last eight weeks, two bargaining unit members may be used provided each one will teach for four consecutive weeks.
- (f)** If there are not sufficient bargaining unit members to fill summer assignments from within a particular school, said assignments may be offered to other certified bargaining unit members covered by this contract.
- (g)** For all bargaining unit members who are covered by this Agreement and who are employed for the summer session, the per diem rate for summer work effective summer 2010 shall be \$193.73. This provision shall not apply to employees who are employed in a 52-week position.

**28.2** All part-time teaching positions in the departments covered by this contract will be established and filled in accordance with the following procedures:

- (a)** All part-time teaching positions will be posted according to the procedures in Articles 6.4(a), 6.4(b), 6.4(c), 6.4(d), 6.4(e), 6.4(f), 6.4(g) and 6.4(h).
- (b)** The appropriate department director will select candidates to fill these part-time positions by seniority, showing preferences:
  - (1)** to any bargaining unit member, who is laid off from any position covered by this contract,
  - (2)** the present teaching staff at the respective school, department or facility,
  - (3)** to all other bargaining unit members covered by this contract, who are properly certified, and,
  - (4)** if there are not sufficient applicants from within the bargaining unit, the State may appoint any other teachers who meet the certification requirement outlined in the job posting.
- (c)** Bargaining unit members who work in a part-time teaching position shall be paid at the rate of \$33.21 per hour effective July 1, 2009.
- (d)** The use of part-time teaching positions shall be only to supplement existing positions, not supplant regular teaching positions.

**ARTICLE XXIX  
ALTERATION OF AGREEMENT**

**29.1** It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the Parties hereto only if executed in writing.

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

**ARTICLE XXX  
NO STRIKES OR LOCKOUTS**

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

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

**ARTICLE XXXI  
SAVINGS CLAUSE**

**31.1** Should any provision of this Agreement, or any applications 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.

**31.2** Except as otherwise expressly provided herein, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State during the term of this Agreement.

**ARTICLE XXXII  
MID-TERM NEGOTIATIONS**

**32.1** The State and the Union acknowledge that this Agreement represents the results of collective bargaining negotiations between the said Parties conducted under and in accordance with the provisions of the Labor Relations Act and constitute the entire Agreement between the two Parties for the duration of the life of said Agreements, each Party waiving the right to bargain collectively with each other with reference to any subject matter, issue or thing, whether specifically covered herein or wholly omitted wherefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement, unless the Parties mutually agree otherwise. The Parties further agree to make mutual recommendations to the legislature which may be necessary to give force and effect to the provisions of this Agreement.

**ARTICLE XXXIII  
TERMINATION OF AGREEMENT**

**33.1** This Agreement shall be effective as of July 1, 2010 and shall remain in full force and effect until June 30, 2012. It shall automatically be renewed from year to year thereafter, unless either Party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

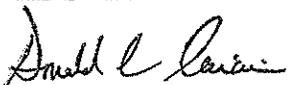
In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other Party in the manner set forth in the following paragraph.

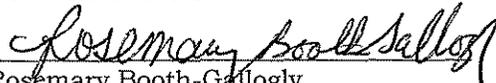
In the event that either Party desires to terminate this Agreement, written notice must be given to the other Party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

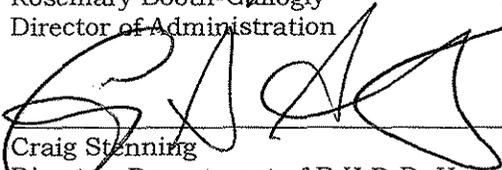
The State agrees to bear the cost of printing this Agreement and further agrees to provide the Union with 150 copies of the printed Agreement.

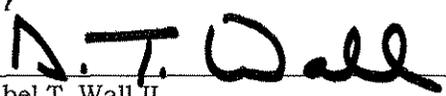
Entered into this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2010.

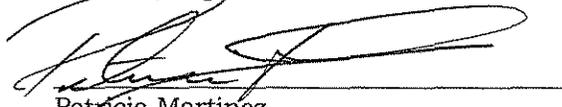
FOR THE STATE OF RHODE ISLAND

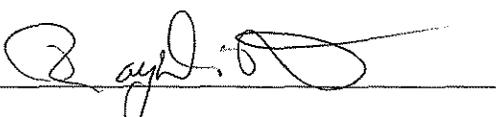
  
\_\_\_\_\_  
Donald Carcieri  
Governor of the State of Rhode Island

  
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Rosemary Booth-Gallogly  
Director of Administration

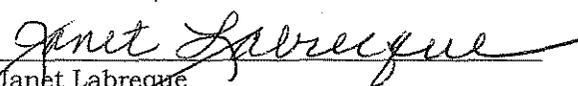
  
\_\_\_\_\_  
Craig Stenning  
Director, Department of B.H.D.D. H.

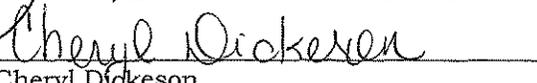
  
\_\_\_\_\_  
Ashbel T. Wall II  
Director, Department of Corrections

  
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Patricia Martinez  
Director, Department of Children, Youth,  
And Families

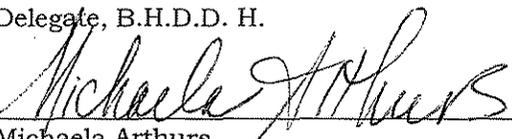
  
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Representative, Higher Education

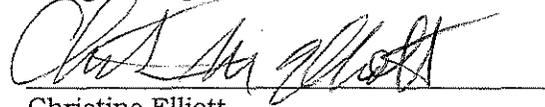
HOWARD UNION OF TEACHERS,  
LOCAL 1171, AFL-CIO

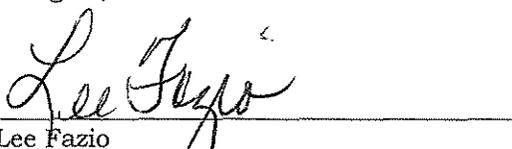
  
\_\_\_\_\_  
Janet Labregue  
President, Howard Union of Teachers

  
\_\_\_\_\_  
Cheryl Dickerson  
Vice President, Howard Union of Teachers

  
\_\_\_\_\_  
Deborah Rock  
Delegate, B.H.D.D. H.

  
\_\_\_\_\_  
Michaela Arthurs  
Delegate, Department of Corrections

  
\_\_\_\_\_  
Christine Elliott  
Delegate, D.C.Y.F.

  
\_\_\_\_\_  
Lee Fazio  
Delegate, Vision Services

**APPENDIX A (R.I.T.S. ONLY)**

**SCHOOL YEAR**

1. Teachers at the RITS shall be assigned a consistent day off each week.
2. (a) The students school year shall consist of 220 days, excluding weekends and the following days:  

Independence Day	Thanksgiving Day and the day immediately following
Labor Day	Martin Luther King Day
Columbus Day	Good Friday
Election Day	Memorial Day
Veteran's Day	

And the following scheduled vacation periods:

Christmas Vacation
February Vacation
April Vacation
Summer Vacation
- (b) The Christmas, February and April Vacations shall be established in accordance with the terms outline in Article 4.2.
3. The summer vacation commences with the conclusion of the 180<sup>th</sup> day of teaching for each faculty member can concludes with the first day of the next school year, which shall commence no earlier than the first Wednesday in September.

**FACULTY SCHEDULES**

1. Each faculty member shall teach one-hundred and eighty (180) school days except those faculty members working fifty-two (52) week schedules.
2. When there is more than one schedule for a certification area, teachers assigned in such area may bid for a schedule based on seniority. The schedule will list the day off.
3. Subject to educational and programming needs, the principal will try to maximize the number of faculty who are scheduled off on Mondays and Fridays.

## **APPENDIX B (R.I.T.S. ONLY)**

### **TEACHER EVALUATION PROCESS**

#### **1. Non-Tenured Teachers**

Each non-tenured teacher will be evaluated by the principal or assistant principal (hereinafter called evaluator) three (3) times per year, two (2) of which must be completed by February 1. Each evaluation will be based on three (3) observations, the first of which will be planned. At least two (2) observations will be complete class periods.

#### **2. Tenured Teachers**

- (a)** Tenured teachers will be divided into three groups by seniority. Beginning with the least senior group, teachers will receive one (1) evaluation every three (3) years using the same process as non-tenured teachers. The Principal can change the year of a tenured teacher's evaluation or evaluation a tenured teacher at any time out of cycle for just cause.
- (b)** Tenured teachers who receive an unsatisfactory evaluation will be given prescriptive direction and will be reevaluation in their next working quarter. A subsequent evaluation in which the teacher is evaluated satisfactory will end that teacher's evaluation cycle.

#### **3. Evaluation Conference**

- (a)** A pre-evaluation conference between the teacher and the evaluator will take place prior to the first observation. At the conference the evaluator will confer with the teacher as to the process and expectations of both parties. Based on this conference the evaluator will prepare a final evaluation report form and provide a copy of said for to the teacher.
- (b)** Each planned observation will be preceded by a conference between the teacher and evaluator where the teacher will provide specifics as to class and lesson to be taught.
- (c)** All observations will be followed by a post conference where both parties discuss the observation.
- (d)** A post evaluation conference will be held at the completion of three (3) observations. The evaluator will provide a draft written final evaluation for discussion which will be the focus of the conference.

#### **4. Final Evaluation Report**

Within two (2) working days of the post evaluation conference the valuator will provide the teacher two (2) copies of the final evaluation report for signature. Such signature does not signify agreement in whole or pat with the report but merely that the teacher had an opportunity to discuss the report and has received a copy. The teacher may provide personal remarks which will be attached to the report. After signature the final evaluation report and any personal remarks of the teacher will be placed I the teacher's personnel file.

#### **5. General**

Nothing in the above process shall prevent the principal and/or assistant principal from entering a teacher's classroom at any time for any period of time. Teachers whose classrooms are so observed may at their desire request from the observer the rationale for said visit.

**MEMORANDUM OF AGREEMENT  
NON-WAGE PROPOSALS**

The parties agree that all other language issues will be withdrawn, but that the contract can be reopened effective July 1, 2011 to negotiate non-economic language issues unrelated to the terms and conditions agreed to herein. Nothing shall prevent the parties from voluntarily reaching agreement on other non-economic issues at any time. All other written terms and agreements of existing contracts, Memoranda of Agreement or Understanding, etc., neither addressed herein nor inconsistent with the provisions of this memorandum of settlement will remain in full force and effect for the term of this Agreement.

**MEMORANDUM OF AGREEMENT  
RETIREE HEALTH INSURANCE**

The parties agree that retiree health insurance benefits as set forth in Article 4 of 08-H 7204 SUB A, as amended, approved May 1, 2008, shall remain in effect for the term of this agreement. Should a court of competent jurisdiction declare this legislation to be unconstitutional in whole or in part, the parties agree that retiree health insurance benefits as provided by law shall remain in effect for the term of this agreement. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

## MEMORANDUM OF AGREEMENT

2/11/10

### MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by and between the State of Rhode Island and the Howard Union of Teachers, Local 1171.

WHEREAS, the State of Rhode Island is contending with a fiscal crisis of historic proportions characterized by diminishing tax revenues, projected substantial annual budget deficits and extremely high unemployment; and

NOW THEREFORE, in the best interests of the parties and to avoid an interruption of State services to the citizenry, on this 26<sup>th</sup> day of February, 2010, it is hereby agreed by and between the State of Rhode Island and the Union of Teachers, Local 1171, that the Collective Bargaining Agreements/Memoranda of Settlement for the period of July 1, 2007 through June 30, 2010 and July 1, 2010 through June 30, 2012 remain unchanged except as follows:

#### No Layoff, Shutdowns or Pay Reductions:

The State agrees that there shall be no layoffs, shutdown, furlough, or pay reduction days, other than those pay reduction days referenced herein, through June 30, 2011.

#### Pay Reduction FY 2010:

All employees shall receive four (4) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2010 as designated below:

	<b>Pay Period</b>	<b>Paycheck</b>
1	2/28/10-3/13/10	3/19/10
2	3/28/10-4/10/10	4/16/10
3	4/25/10-5/8/10	5/14/10
4	5/23/10-6/5/10	6/11/10

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of five (5) days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this additional paid leave (Pay Reduction Leave "PR") commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 9/27/09-10/10/09 (paycheck of 10/16/09), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

Balances of accrued vacation, sick and "deferred vacation" (a.k.a. Sundlun Days) leave shall be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during a salary reduction period.

Salary Increase Delay:

The July 1, 2010/September 1, 2010 across the board salary increase provided for in the Collective Bargaining Agreement/Memorandum of Settlement in effect for the period of July 1, 2010 through June 30, 2012 shall not be effective until January 2, 2011/March 1, 2011.

Pay Reduction FY 2011:

All employees shall receive eight (8) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2011 as designated below:

	<b>Pay Period</b>	<b>Paycheck</b>
1	8/29/10-9/11/10	9/17/10
2	10/10/10-10/23/10	10/29/10
3	11/07/10-11/20/10	11/26/10
4	1/30/11-2/12/11	2/18/11
5	2/27/11-3/12/11	3/18/11
6	3/27/11-4/09/11	4/15/11
7	4/24/11-5/7/11	5/13/11
8	5/22/11-6/4/11	6/10/11

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of ten (10) days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this PR commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. The value of said Pay Reduction Days will depend upon when the employee terminates his or her State service due to retirement, voluntary termination or death. For those employees who terminate from State service due to retirement, voluntary termination or death on or after 1/2/2011, the cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/2/2011-1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. For employees who terminate from State service due to retirement, voluntary termination or death on or before 1/1/2011, the cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 9/27/09-10/10/09 (paycheck of 10/16/09), regardless of when the cash payment is made.

Balances of accrued vacation, sick and "deferred vacation" (a.k.a. Sundlun Days) leave shall be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during a salary reduction period.

Voluntary Leave Without Pay:

An employee may also voluntarily request leave without pay subject to his/her supervisor's approval. Employees who make such a request shall not accrue any additional days of paid leave for electing voluntary leave without pay.

Reorganization, Elimination or Consolidation of Functions:

Through June 30, 2011, the parties agree that an Appointing Authority (Agency Director/Head) has the right to transfer an employee between programs under his/her authority and/or, with the approval of the Director of Administration, transfer an employee from one agency to another due to transfer, reorganization, elimination or consolidation of functions, programs, units, divisions or departments within the Executive Branch subject to the following:

The union recognizes the State's right to transfer, reorganize, eliminate or consolidate functions, programs, units, divisions or departments within the Executive Branch.

Upon issuance of a memorandum from the Director of Administration setting forth the rationale necessitating said action, the State shall notify the respective Executive Director/Key Union Official at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to transfer, reorganize, eliminate or consolidate functions, programs, units, divisions or departments.

The Union and the State shall meet within this fifteen (15) day period to discuss proposed alternatives. The Union shall be given access to pertinent information related thereto. The Union cannot grieve the inability of the parties to agree to the transfer, reorganization, elimination or consolidation of functions, programs, units, divisions or departments.

The affected employee and the union shall receive at least thirty (30) days written notice of the transfer unless extenuating circumstances are demonstrated by the affected employee. Provided, however, in no event shall the notice period be more than sixty (60) days.

The State agrees to offer available transfer assignments as identified by the State to the affected employee(s) based on primary seniority. The affected employee may:

1. Elect the available transfer assignment or
2. Displace the least senior employee in his/her classification in his/her current Division on the basis of primary seniority, if available.
3. Should there be no least senior employee in his/her classification in his/her current Division on the basis of primary seniority, then the affected employee may elect to

displace the least senior employee in his/her classification in his/her current Department on the basis of primary seniority, if available.

4. The employee so displaced shall accept the transfer assignment offered by the State.
5. If there is no employee with less primary seniority in his/her current Division or Department, the affected employee shall accept the transfer assignment offered by the State.

The parties acknowledge that, for the limited term of this Agreement, the terms set forth above shall be in lieu of the provisions of the collective bargaining agreement that address layoff and bumping, job abolishment, reassignment, transfer, consolidation or reorganization.

The State shall recognize primary seniority of employees for the purpose of vacation scheduling and overtime assignments within the unit/location assignment.

No employee shall sustain a reduction in wages, hours or health benefits as an accompaniment to such transfer assignment.

When an affected employee is transferred, he/she will remain in his/her respective bargaining unit until the employee vacates the position. When an employee's position is vacated for any reason, including but not limited to resignation, retirement, discharge, death or promotion, the State may post the position. Said positions that are posted by the State will be posted in the following manner:

- a) In accordance with the seniority provisions of the collective bargaining agreement applicable to the transferred employee;
- b) The posting shall reflect the salary information of the collective bargaining agreement covering that classification at that Agency/Division and include language advising of the provisions set forth in sections a above and sections d and f below.

- c) Copies of such postings will be provided to the union covering the transferred employee and to the union covering that classification at that Agency/Division;
- d) Upon appointment, the position and the employee newly filling the position will be assigned and accreted to the collective bargaining unit covering that classification at that Agency/Division and the position will thereafter remain within that collective bargaining unit and the parties will work cooperatively to file the necessary documentation with the Labor Board;
- e) The employee's primary, secondary and State seniority shall all be determined in accordance with collective bargaining agreement covering that classification at that Agency/Division;
- f) If there are no qualified applicants for the position within the time limit contained in the applicable collective bargaining agreement covering the transferred employee, the vacant position will be filled in accordance with the collective bargaining agreement covering that classification at that Agency/Division;
- g) In no event shall the State change the bargaining unit affiliation of any affected employee except as described herein; and
- h) In no event shall the State's decision not to post a position be used as a subterfuge to evade these limitations.

Effect on Retirement:

The effect of this Agreement on retirement contributions is governed by RIGL 36-10-10.4.

2/11/10

Ratification:

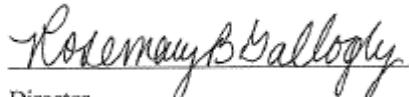
This Memorandum is subject to (a) union membership ratification no later than 9:00 a.m. on March 5, 2010 and (b) approval by the Governor of Rhode Island, or his designee.

The undersigned agree to recommend ratification and approval of this Memorandum. Absent such ratification, the proposal set forth herein and the Memorandum of Settlement dated 2/26/10 extending the Collective Bargaining Agreement through June 30, 2012, shall be null and void.

This Memorandum shall take effect upon ratification and shall be effective through June 30, 2012.

FOR THE STATE OF RHODE ISLAND:

FOR THE Howard Union of Teachers, AFT  
Local 1171, AFL-CIO:

  
Director  
Department of Administration

  
President