

AGREEMENT
Between
STATE OF RHODE ISLAND
RHODE ISLAND JUDICIARY
ADMINISTRATIVE OFFICE OF STATE COURTS

And

RHODE ISLAND LABORERS' DISTRICT COUNCIL
On behalf of
LOCAL UNION 808
Of the
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO



JUDICIAL EMPLOYEES

EFFECTIVE: July 1, 2008 to June 30, 2012

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MEMORANDUM OF AGREEMENT

This Agreement entered into on the 28th day of July, 2009 which is effective on July 1, 2008 unless otherwise indicated herein, by and between the Rhode Island Judiciary, Administrative Office of State Courts on behalf of the State of Rhode Island, hereinafter referred to as the "AOSC", and the Rhode Island Laborers' District Council on behalf of Rhode Island Judicial, Professional and Technical Employees, Local Union 808, of the Laborers' International Union of North American, AFL-CIO, referred to hereinafter as the "Union," supersedes any and all prior Collective Bargaining Agreements previously entered into by the State pertaining the employees of the Judiciary. The Parties hereby agree as follows:

PURPOSE

It is the purpose of this agreement to carry out the policy of the Rhode Island Judiciary by encouraging a harmonious and cooperative relationship between the employer and the employees' collective bargaining representative and to provide for the establishment of procedures for the amicable adjustment of all disputes which may arise between the employer and the collective bargaining representative.

By means of this agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the citizens of the State of Rhode Island. To accomplish this purpose, the employer and the collective bargaining representative encourage the highest possible degree of practical, friendly, and cooperative relationships between their respective representatives at all levels and give full recognition and understanding of the respective rights and responsibilities of the parties hereto.

ARTICLE I RECOGNITION

1.1 The AOSC hereby recognizes the Union for the purposes of this agreement as the sole and exclusive bargaining agent for all Judiciary employees with regard to wages, hours, and working conditions for whom Rhode Island Laborers' District Council, AFL-CIO, CLC is currently certified to represent by the decision of the State Labor Relations Case Numbers EE-3365, EE-3641, and EE-3697, a listing of the hereinafter mentioned classes of positions appears in Article IV, entitled "Hours of Work"

1.2 The AOSC and the Union agree not to discriminate against any member of the bargaining unit covered by this agreement because of race, religion, creed, color, sex or sexual preference, age, physical handicap, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organizations.

1.3 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.

1.4 The Union shall not discriminate against any employee in the administration of this agreement because of non-membership in the Union.

1.5 The AOSC agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Union, or on account of his/her membership in, or activities on behalf of the Union.

1.6 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the Americans with Disabilities Act of 1990.

1.7 The Parties agree to appoint a Joint Committee to study Equal Employment opportunities within the Judiciary and to provide Equal Employment Opportunities to all persons. The Parties also acknowledge their mutual obligation to prevent and prohibit discrimination.

ARTICLE II MANAGEMENT RIGHTS

2.1 Subject to the terms and conditions of this agreement it is understood and agreed that the Chief Justice, the Presiding Justice of the Superior Court, the Chief Judge of the Family Court, the Chief Judge of the District Court, the Chief Judge of the Workers' Compensation Court, and the Chief Magistrate of the Traffic Tribunal, State Jury Commissioner or their designee(s) shall have sole jurisdiction over the management of the operations of their respective Courts as provided by law including, but not limited to, the work to be performed, the scheduling of work, the establishment of shifts and hours of work, the promotion of employees, fixing and maintaining standards of quality of work, methods of operations, the right to hire, transfer, discipline or discharge for just cause, and lay-off because of lack of work or other legitimate reasons.

ARTICLE III UNION SECURITY AND DUES DEDUCTION

3.1 The State Controller shall deduct Union dues or service fees as appropriate, from the wages of all employees within the bargaining units.

3.2 Membership in the Union may be determined by each individual employee covered by the bargaining units.

3.3 All non-members of the exclusive bargaining organization shall pay to the exclusive organization a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular biweekly membership of said organization.

3.4 The Appointing Authority shall give written notice to the Secretary/Treasurer of the Union of those employees within the bargaining units who become eligible for membership in the Union.

ARTICLE IV HOURS OF WORK

4.1 It is hereby agreed upon that there shall be four (4) basic work weeks as follows:

A. A thirty five (35) hour work week (five (5) consecutive seven (7) hour days) Monday through Friday, exclusive of unpaid lunch periods.

B. A forty (40) hour work week (five (5) consecutive days of eight (8) consecutive hours) Monday through Friday, exclusive of unpaid lunch periods.

C. A non-standard work week (five (5) consecutive days of at least seven (7) consecutive hours each) Monday through Friday, exclusive of unpaid lunch periods.

D. Non-standard, non-exempt work week. Employees classified by the AOSC who work more than forty (40) hours in a work week shall receive overtime pay at time and one-half for all hours worked in excess of forty (40) hours. Employees so classified are as follows:

- Project Coordinator
- Assistant Administrator/Financial Management
- Senior Administrative Aide
- Supervising Clerk

The number of hours in employees' regular work week will not be increased as a consequence of this paragraph.

E. Exceptions to the above work schedules include but shall not be limited to the following:

1. The Office of the Jury Commissioner

Employees designated to report early twice a week for the impaneling of a new jury pool shall have that work day not exceed seven (7) hours. The end of their work day shall be shortened by the amount of time they are directed to work earlier than the commencement of their normal work day.

2. State Law Library

Employees assigned to work on a Saturday shall work a straight six (6) hour day. In the week preceeding the Saturday to which they are assigned to work, they shall be entitled to one (1) day off. The selection of the particular day off will be made by the employee with the approval of the Supervisor.

3. Rhode Island Judicial Technology Center (JTC)

Employees assigned to work for the Rhode Island Judicial Technology Center may be assigned to work a flex week schedule when the project assignment requires that the employee work outside of his/her normal work week hours for a specified period of time.

a.) A flex work week schedule shall be defined as a work week, Sunday through Saturday, and shall consist of a total of thirty-five (35) hours in those classes of positions where applicable, or a total of forty (40) hours in those classes of positions where applicable, or an average of at least thirty-five (35) hours in those classes of positions where applicable.

b.) A flex work week shall be implemented at the sole discretion of the employer. If the employer decides to implement a flex work week schedule in any section of the computer department, the procedure shall be:

- 1) The employer shall notify in writing the Union Business Manager

and all affected employees at least twenty (20) days prior to the proposed date of implementation;

2) The employer shall schedule a meeting within ten (10) days of said written notice between the Union Business Manager, all affected employees and the employees' supervisor.

3) The employer retains to itself the right to implement a flex work week in accordance with this agreement.

4) In the event that the present flex work week is to be continued, or the number of employees working a flex work week is to be continued or the number of employees working a flex work week to be increased is less than the entire Rhode Island Judicial Technology Center staff, it shall be offered to qualified senior employees based on seniority in the project assignment.

F. F as part of the regular work week, provided that the Union is notified of such action and gives its approval, which will not be unreasonably withheld. Any dispute hereunder will be subject to expedited arbitration.

4.2 The various classes of positions are hereby assigned to a basic work week and a class salary range in accordance with the following list:

SUPREME COURT

TITLE	SCHED	GRADE
Assistant Administrator, Policy and Programs	44	37
Principal Court Functional Specialist	44	36
Public Information Officer	44	35
Software Support Specialist	44	33
Projects Manager	44	30
Administrative Assistant	44	29
Admin. Clerk/Office Services	44	27
Deputy Law Librarian	44	26
Principal Administrative Clerk	44	25
Senior Monitoring and Evaluation Specialist	44	25
Office Manager	44	24
Senior Management Analyst	44	23
Assistant Supervisory Clerk	44	22
Senior Administrative Aide	44	21
Operations Technician	44	21
Deputy Clerk/Interpreter	44	20
Records Custodian/Documents Dist (St Library)	44	18
Senior Administrative Aide	44	17
Administrative Aide	44	16
Administrative Assistant II	44	15
Secretary Assistant	44	11
Principal Clerk Typist	44	10

SUPERIOR COURT

TITLE	SCHED	GRADE
Project Coordinator	44	26
Supervising Clerk	44	26
Manager Calendar Services (Prov Cty)	44	24
Deputy Clerk I	44	24
Manager Calendar Services (Out Cty)	44	24
Asst. Manager Calendar Services (Out Cty)	44	23
Asst. Manager Calendar Services (Prov Cty)	44	23
Assistant Supervisory Clerk	44	22
Senior Administrative Aide	44	21
Deputy Clerk	44	20
Electronic Court Reporter	44	19
Assistant Clerk (Superior Court)	44	18
Policy Aide	44	18
Senior Administrative Aide	44	17
Administrative Aide	44	16
Central Registry Clerk	44	14
General Operations Assistant	44	14
Administrative Aide	44	12
Calendar Secretary	44	12
Data Entry Operator	44	12
Records Clerk/Data Entry Aide	44	10
Data Entry Aide	44	10

OFFICE OF THE JURY COMMISSIONER

TITLE	SCHED	GRADE
Principal Assistant Administrator	44	25
Production Systems Specialist	44	20
Policy Aide	44	18
Senior Administrative Aide	44	17
Administrative Aide	44	15

DISTRICT COURT

TITLE	SCHED	GRADE
Assistant Administrator, Policy and Programs	44	37
Administrative Clerk (District Court)	44	33
Clerk (Washington County)	44	32
Clerk (Newport County)	44	32
Administrative Clerk	44	29
Deputy Chief Investigator	44	26
Supervisory Clerk	44	26
Office Manager	44	24
Deputy Clerk I	44	24
Supervising Deputy Clerk/Training Officer	44	23
Deputy Clerk	44	20
Assistant Clerk/Research	44	18

Administrative Assistant	44	16
Senior Operations Assistant	44	16
General Operations Assistant	44	14
Data Entry Operator	44	12
Records Clerk/Data Entry Aide	44	10
Data Entry Aide	44	10

TRAFFIC TRIBUNAL

TITLE	SCHED	GRADE
Executive Director	44	44
Administrator, AAC	44	38
Assistant Administrator, Policy and Programs	44	37
Business Mgmt. Officer (Courts)	44	35
Administrative Clerk I	44	29
Administrative Clerk	44	29
Administrative Clerk/Office Services	44	27
Project Coordinator	44	26
Principal Assistant Administrator	44	25
Chief of Security	44	24
Deputy Clerk I	44	24
Supervising Deputy Clerk/Training Officer	44	23
Assistant Chief (Captain)	44	20
Deputy Clerk	44	20
Security Officer	44	19
Senior Operations Clerk	44	16
General Operations Assistant	44	14
Administrative Assistant	44	13
Assistant Administrative Secretary	44	12
Data Entry Operator	44	12
Records Clerk/Data Entry Aide	44	10

WORKERS COMPENSATION COURT

TITLE	SCHED	GRADE
Assistant Administrator, Policy and Programs	44	37
Senior Monitoring and Evaluation Specialist	44	25
Administrative Assistant/Confidential Secretary	44	24
Medical Advisory Board Coordinator	44	18

4.3 It is recognized that there are other work schedules peculiar to certain classes of positions which are recognized by the AOSC and the Union and such exceptions shall remain in full force and effect. All work days and work hours shall not be changed until first discussed with the Union. In the event it becomes necessary to make any changes in any area, the parties hereto shall make every effort to agree mutually on said changes subject to the grievance procedure and arbitration provision of this agreement.

4.4 When an employee is required in writing by the Appointing Authority or his/her designee, to work temporarily in a higher class of position for a period of more than three (3) consecutive working days, such employee shall receive the lowest salary rate of that higher class, which will provide a pay increase of at least one step over his/her present rate, retroactive to the first day of such assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within twenty-four (24) hours of said direction, and an employee may refuse such assignment if he does not receive such written notice or authorization.

4.5 Employees who work at least sixteen (16) hours a week shall be entitled to Vacation, Sick Leave, and Personal Leave on a pro-rata basis in accordance with the present practice and the Judicial Personnel Rules and Regulations.

4.6 Employees shall be granted two fifteen (15) minute breaks, one during the first half and the other one during the second half of their work day. All employees shall be granted a meal period of not less than one-half (1/2) hour duration nor more than one (1) hour duration during each work day to be determined by the work day schedule that applies.

EXCLUDED POSITIONS

4.7 All present and future positions titled "Administrative Assistant" are excluded from the bargaining unit and accordingly are not governed by this agreement, with the exceptions noted below, due to the special confidential relationship between Appointing Authorities and Administrative Assistants. The following Administrative Assistant positions are within the bargaining unit and as such are covered by this agreement:

Name	Grade
Linda Tulino	4429
Wendy Imondi	4429
Suzanne Nicholson	4429
Anne Dayian	4415

ARTICLE V OVERTIME

5.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the Judiciary, the Appointing Authority may direct or authorize overtime work. Overtime work shall be defined as the required performance of work in excess of the established work week.

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

5.3 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. Hours of work performed in excess of forty (40) hours and, in those classes of positions in which it is applicable, hours of work performed in excess of thirty-five (35) hours in any week, with the following exception:

A. Compensatory Time

1. When funds become unavailable to pay wages for work performed between thirty-five (35) and forty (40) hours for employees on the thirty-five (35) hour work week, compensatory time shall be credited to the affected employee at the rate of one and one-half times such hours. However, in any event, an employee may elect to take compensatory time in lieu of wages for the hours between thirty-five (35) and forty (40).
2. The discharge of such compensatory time must be scheduled and approved by the Appointing Authority and cannot require the use of overtime work by other employees to cover such absence. Any employee who accrues compensatory time must discharge such compensatory time in the same fiscal year in which it is earned.
3. In the event that the compensatory time is not discharged within the same fiscal year in which it was earned, the AOSC shall either pay the employee for the accrued time within the first quarter of the new fiscal year, or maintain a record of said leave for the employee in the Judicial Employee Relations Office.

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

5.5 Overtime work is to be made a matter of record and distributed fairly and equitably among employees eligible for and capable of performing the work in their respective work location and class of position in their court of appointment. Upon request, a record of overtime work will be furnished to the Union at the close of each pay period.

5.6 Hours which are paid for, but not actually worked, except holidays, vacation leave, personal leave, jury duty, and leave for death in the employee's immediate family, shall not be counted as hours worked nor shall they be otherwise used in computing overtime compensation

5.7 Overtime shall be offered to employees eligible for overtime on the basis of their seniority in their classification within the work location and class of position 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 work location in which overtime work is assigned voluntarily accept the assignment, the AOSC may direct and require employees within the classification and court of appointment 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.

5.8 Shift Differential. Subject to the different shifts utilized by the Judiciary, members shall be entitled to a shift differential commensurate with a rate that applies to other Local Union 808 members employed by the State.

OUTINGS

5.9 Members will be permitted to have leave with pay for two (2) hours if they are scheduled to work on the day of the Local Union 808's Bi-annual Solidarity Event. In the event all employees who wish to attend the outing cannot be granted leave because of the necessity of maintaining sufficient staff to provide their services as needed, employees will be granted leave on the basis of their primary seniority. Those who desire to attend the outing but cannot be given leave on the day in question will be granted leave with pay at a later date. Such personnel absences will be permitted only if no overtime personnel services are necessary to cover such absences. The AOSC shall grant time off for employees designated by the Local Union 808's Business Manager to assist in coordinating the events of that day.

ARTICLE VI SALARY SCHEDULE

6.1. Wage Schedule

The AOSC agrees to increase base wages as follows:

- A. There shall be an across-the-board base wage increase of 2.5% effective July 1, 2009.
- B. There shall be an across-the-board base wage increase of 3% effective July 1, 2010.
- C. There shall be an across-the-board base wage increase of 3% effective July 1, 2011.
- D. Pension Payments in Lieu of Negotiated Wage Increases
 1. Prior to the implementation of any across-the-board increase in base pay negotiated as part of this collective bargaining agreement, the Union, acting by and through the Rhode Island Laborers' District Council, may, on behalf of all of its local bargaining unit members, accept all or a portion of such increase in base pay, and assign the remainder of such increase in base pay, expressed as cents per hour, to the Laborers' International Union of North America National (Industrial) Pension Fund (the "Pension Fund").
 2. The Union may designate for assignment, prior to State implementation, all or a portion of each increase in base pay scheduled to take effect during this agreement. The amount of any such assignment to the fund shall be uniform for all members within each bargaining unit covered by this agreement. Once an amount has been assigned to the Plan it shall not be converted to a cents per hour increase except as provided in Section 6.2.
 3. The procedures and regulations which govern payments into the Pension Fund pursuant to such assignment are set forth in Article XXXII. The cost of such assignment, except administration costs of implementing and processing the assignment, shall not exceed the cost of the negotiated base pay increase.

6.2. Pay Reduction

All employees shall receive a one day pay reduction (equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) which will be effective for one (1) payroll period during June 2009 as designated by the State. Employees so affected will be entitled to accrue one (1) additional day of paid leave during that payroll period. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this additional paid leave during any payroll period following the payroll period in which it was earned and/or elect cash payment for that one day in the fiscal year beginning July 2010 and until June 30, 2012. Any hours not discharged or paid as of June 30, 2012 will be lost. Balances of accrued vacation, sick and "deferred vacation" leave shall be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during this salary reduction period.

Employees completing their in-service training incentive credits during the salary reduction period will be awarded the appropriate salary adjustment based on the pre-reduction rate of pay.

The State may waive the right to a pay reduction if there is sufficient funding.

6.3 Eligible Employees for Union Pension Coverage

Employees eligible for Union Pension Coverage shall be employees included in any bargaining unit represented by a local of LIUNA on behalf of which the Rhode Island Laborers' District Council has negotiated this agreement with the State of Rhode Island.

The disclosure by the AOSC to the Union or to the Pension Fund of any proprietary or personally identifying information such as social security number, home address, date of birth or date of hire, which the Union or the Pension Fund deems necessary to process eligibility under the Plan, shall, to the maximum permitted by law, be considered neither an unlawful violation of such employee's privacy nor a violation of this agreement.

The Union shall indemnify the AOSC for counsel fees and any monetary liability flowing from any claims against the AOSC by an employee contesting such assignment or wages by the Union or any other aspect of the State's compliance with its obligations under this agreement.

6.4 Step Increases

An employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the probationary period which shall be one-hundred thirty (130) days worked and shall receive an additional one-step increase each year thereafter in his classification until he/she has reached the maximum of his grade. An employee in the unclassified service or with temporary status shall receive a one-step increase after six (6) months of service, which shall be one-hundred thirty (130) days worked, and after each year of service thereafter in his/her classification, until he has reached the maximum of his/her grade. The schedules in Appendix A herein set forth the pay plan, including step increases for each range in the pay schedule on the effective dates as indicated.

6.5 Temporary Service as Interpreter

All bargaining unit employees who are assigned by their Presiding Justice, Chief Judge, Chief Magistrate or his/her designee to perform the duties of an interpreter or translator for any language other than English, who agree to perform, and who in fact do perform such services shall be compensated, in addition to their otherwise payable compensation, with a stipend of \$50 per pay period, to be paid monthly, plus mileage when assigned to a work location outside their assignment for any month in which such services are performed. Management will create a list of interpreters and forward a copy of that list to the Union.

6.6 Mobile Phone Stipend

Employees required in writing by the appointing authority to carry and respond to a radio pager or cell phone as part of his/her official duties during non scheduled work hours shall receive an annual stipend of \$520.00 payable in two equal payments, the first of which is due the first pay period of January for the previous six months and the second of which is due during the first pay period in July for the previous six months. Said amount shall be pro-rated if the radio pager or cell phone is assigned to an employee on a date other than the beginning of either six month period.

6.7 Clothing Allowance/Ammunition Stipend

The Court agrees to supply ammunition that is required to be carried by Court Security Officers in Court issued weapons and to supply all ammunition required for annual weapons qualifications and training.

Uniforms shall be issued to all Court Security Officers consistent with those issued to Deputy Sheriffs. Court Security Officers shall be given a uniform clothing allowance of \$800.00 annually to maintain his/her uniform, computed at the rate of \$66.66 per month for each month that the employee worked during the previous six months. Said clothing allowance shall be payable semi-annually during the months of January and July for the previous six month period. Any employee who is away from work in excess of 30 days due to Leave without Pay, Sick Leave, Suspension, Worker's Compensation, shall not be entitled to receive said allowance for the period of time of such absence from work.

The Court shall replace in kind clothing, eye-glasses and watches of a Court Security Officer which are damaged as the result of an assault while performing the regular duties. Such proof of damages shall be the responsibility of the Court Security Officer to prove by virtue of special incident reports and turning in the damaged clothing, eyeglasses or watches. The dollar value for replacement or repair of a watch will not exceed fifty dollars (\$50.00).

Whenever a Court Security Officer sustains injury or sickness as a result of an assault and such injury or sickness results in incapacity, either temporary or permanent he/she shall be paid full salary less any amount recoverable under Workers' Compensation Act when applicable, during the total period of incapacity without reduction of sick leave or annual leave. Annual leave and sick leave accruals will continue during the period of incapacity. In order for this provision to apply the Court Security Officer must receive medical attention and must file a criminal complaint of the assault. The complaint will be investigated by the Appointing Authority or his/her designee.

Hypertension that arises out of and in the course of employment, which is connected therewith and referable thereto, may be a Workmen's Compensation claim under the present statute. The Workmen's Compensation Commission shall have exclusive jurisdiction consistent with law to determine all questions that arise under this section. No question pertaining to hypertension shall be subject to the grievance and arbitration procedure.

6.8 Mileage Allowance

The GSA mileage rate shall be adjusted on July 1st and January 1st of each year to reflect the rate that is in effect on those dates and in accordance with the State travel policy. Mileage will be paid to any employee who is required to use his/her personal vehicle in carrying out his/her official duties.

**ARTICLE VII
LONGEVITY**

7.1 Each employee shall be granted longevity increases consistent with the Judicial Personnel Rules and Regulations formula as delineated below:

Years of Service	Percentage Increase on Base Rate
5	5.0%
11	10.0%
15	15.0%
20	17.5%
25	20.0%

**ARTICLE VIII
SENIORITY**

8.1 Definitions

The Parties agree to define seniority as follows:

- **PRIMARY SENIORITY** is the length of service within a class of position in the Court of appointment.
- **SECONDARY SENIORITY** is the length of service in which an employee has worked in a classification in the Court system.
- **STATE SENIORITY** is the length of service in which an employee has worked for the State.

8.2 New and Vacant Positions

All new and vacant positions to which recruitment is to be initiated shall be posted online and on bulletin boards in work areas within the bargaining units for a period of seven (7) calendar days and notice of such vacancies shall be sent to the Union at the time of the postings. In addition, all new and vacant positions to which recruitment is to be initiated shall be posted at designated postings sites selected upon recommendation of the Union and approval by the State Court Administrator so as to maximize awareness by employees. The list of said vacancies shall also be sent to the Rhode Island Laborers' District Council at the time of posting. Employees

who apply for such vacancies shall make a request in writing to the Employees Relations Office or appropriate administrative officer of the unit where the vacancy exist not later than three days after the posting period has ended. The Union recognizes the right of the AOSC to consider Affirmative Action factors when hiring new employees for any position following adherence to the seniority/promotional provisions contained in the Collective Bargaining Agreements.

8.3. Promotion Selection

The AOSC reserves the right to select for promotion from among the top six (6) applicants on the promotion list from any bargaining unit covered by this Agreement but not necessarily from the bargaining unit where the vacancy exists. This supersedes any other contract provision which limits the selection to the top three applicants.

8.4 Filling of Vacancies

When filling vacancies in bargaining unit positions, education and experience criteria will be specified and allocated percentage points not determined by seniority. A list of these criteria with the percentage points allocated to them will be prepared for each position and given to the Union at the time a vacancy is posted. Unless the Union objects in writing within three days, it will be deemed to have accepted the criteria. These criteria will then be used to rate all applicants for that position, and the same criteria will be used for any future vacancies in positions in the same classification. No changes will be made in these rating criteria without consultation with the Union. Of those percentage points allocated to experience, a minimum of 5 points will be reserved for employees with a satisfactory work record in a similar classification within the judicial system. (For Assistant Clerk vacancies, experience in the top position in the clerical series will be considered.)

Language in 8.10 and 8.11 of this agreement concerning a one hundred and thirty (130) days worked probationary period shall apply to all new appointees to bargaining unit positions within the Judiciary. However, bargaining unit employees who receive promotional appointments to positions in the bargaining unit will be granted a ninety (90) day calendar day leave to protect status from their old positions. These promotional employees will serve only a ninety (90) day promotional probationary period.

8.5 Seniority Credits

It is further agreed that seniority credits for purposes of promotional appointments will be allocated in accordance with the formula that follows:

PAY GRADES	MAXIMUM POINTS
Pay Grades 5-12: Seniority will count for 40% of the maximum rating points used to evaluate candidates for vacancies, and will be awarded in the following manner:	
Seniority in Court of Appointment 3 points for each full year of service to a maximum of 18	18
Seniority in State Judicial System 2 points for each full year of service to a maximum of 12 (employees hired prior to 12/31/86 may count other state service at the rate of 1 point per full year for up to 6 of these 12 points)	12
Bargaining Unit Seniority Points per full year determined by dividing 5 by the number of full years since certification in June 1985 (until the 5 th year, then 1 point per full year) to a maximum of 5	5

Seniority in a position next lower within the series in the State Judicial System 1 point per full year to a maximum of 5	5
TOTAL	40

Pay Grades 13-19: Seniority will count for 30% of the maximum rating points used to evaluate candidates for vacancies, and will be awarded in the following manner:	
Seniority in Court of Appointment .86 point for each full year of service to a maximum of 12	12
Seniority in State Judicial System .43 point for each full year of service to a maximum of 6 (employees hired prior to 12/31/86 may count other state service at the rate of .21 point per full year for up to 3 of these 6 points)	6
Bargaining Unit Seniority points per full year determined by dividing 6 by the number of full years since certification in June 1985 (until the 6 th year, then 1 point per full year) to a maximum of 6	6
Seniority in a position next lower within the series in the State Judicial System 1 point per full year to a maximum of 6 (top positions in clerical series will be considered the next lower class when promoting to an assistant clerk's position in the Court Clerk series)	6
TOTAL	30

Pay Grades 20-25: Seniority will count for 25% of the maximum rating points used to evaluate candidates for vacancies, and will be awarded in the following manner:	
Seniority in Court of Appointment .59 point for each full year of service to a maximum of 10	10
Seniority in State Judicial System .3 point for each full year of service to a maximum of 5 (employees hired prior to 12/31/86 may count other state service at the rate of .15 point per full year for up to 5 points)	5
Bargaining Unit Seniority Points per full year determined by dividing 5 by the number of full years since certification in June 1985 (until the 5 th year, then 1 point per full year) to a maximum of 5	5
Seniority in a position next lower within the series in the State Judicial System 1 point per full year to a maximum of 5	5
TOTAL	25

Pay Grades 26 and above: Seniority will count for 20% of the maximum rating points used to evaluate candidates for vacancies, and will be awarded in the following manner:	
Seniority in Court of Appointment .53 point for each full year of service to a maximum of 10	10
Seniority in State Judicial System .26 point for each full year of service to a maximum of 5 (employees hired prior to 12/31/86 may count other state service at the rate of .13 point per full year for up 5 points)	5
Bargaining Unit Seniority points per full year determined by dividing 5 by the number of full years since certification in June 1985 (until the 5 th year, then 1 point per full year) to a maximum of 5	5
TOTAL	20

Seniority in the Court of Appointment will be used to break any ties. If, after the application of the criteria established for a position, a bargaining unit employee's final score is no more than 5% below the score of the leading non-bargaining unit candidate, the position will be

awarded to the bargaining unit employee. All new and vacant positions within the bargaining unit shall be filled within three (3) pay periods after the bidding procedure is completed.

8.6 Promotions

Promotions shall be awarded by the appointing authority on the basis of consideration of qualifications and seniority. Such factors include, but are not limited to, education, work performance, experience and seniority, and shall be applied in accordance with paragraph 8.4 of this Article.

In cases where there is no list for certification, a bonafide effort will be made to fill the vacancy from within the bargaining unit in the Court of appointment where the vacancy exists. However, selection shall not be mandated from within the Court of appointment.

If the vacancy is not filled, as provided for in the paragraph above, then the AOSC shall make a bonafide effort to fill the vacancy with a qualified bargaining unit employee, however, selection shall not be mandated from within the bargaining unit. A bonafide effort shall be defined as follows:

- Posting of notice for vacancy to which recruitment is sought;
- Accepting applications;
- Conscientious review of each applicant's qualifications;
- Consideration of the applicant's past experience;
- The relating of such qualifications and experience to the position sought;
- The character of the applicant;
- The potential of the applicant to carry out the duties of the position;
- Consideration of the applicant's past work experience in the Judicial System;
- The applicant's Bargaining Unit seniority;

8.7 Seniority List

The State Court Administrator or his/her designee shall prepare and forward to the Secretary/Treasurer and Business Manager of the Union a seniority list of employees by class of position, Court of appointment, and pay grade, and shall notify the Union of additions and deletions each month. Seniority lists shall be updated every three (3) months and posted online and/or on approved bulletin boards.

8.8 Seniority Broken

Seniority shall be considered broken for the following reasons only.

- When an employee has been discharged for just cause.
- When an employee voluntarily terminates his/her employment.
- When an employee fails to respond to a recall notice.
- When an employee fails to notify his/her departmental director of his/her absence from work within five (5) working days, unless extenuating circumstances prohibit such notice.
- When an employee fails to renew a leave of absence.

- When an employee is engaged in other work without authorization while on leave of absence from his/her present situation.
- When an employee is laid off in excess of three (3) consecutive years.

8.9 Seniority Upon Layoff

In the event a reduction in forces is required and implemented by the AOSC, the most junior employee in the bargaining unit, in the Court of appointment by class of position shall be subject to layoff. The employee thus affected may exercise his/her seniority in his/her Court of Appointment in any equal or lower rated classification provided he/she has the ability to perform the duties of the classification. If he/she is unable to exercise his/her seniority within his/her Court of appointment, he/she may exercise his/her seniority in any equal or lower rated classification in the bargaining unit within the Court system, provided he/she is eligible and has the ability to perform the duties of the classification. Ability to perform the duties of the classification shall mean the ability to perform the duties of the classification after a break in period of five (5) work days. Similarly, an employee who has been downgraded or laid off as a result of a reduction in forces shall be recalled to his/her former classification in accordance with his/her seniority.

A. In the event of layoffs, employees shall be laid off in the following order according to seniority:

1. Those with temporary status (acting in a higher class, under the three (3) day rule)
2. Those with probationary status
3. Those with permanent status
4. Those with statutory status

B. No employees covered by any other LIUNA collective bargaining agreements with the State shall be permitted to bump employees covered by any LIUNA contract with the AOSC. Two weeks notice of layoff shall be given to the employee so affected. No provision of the collective bargaining agreement will prohibit overtime while a bargaining unit employee remains on layoff. Any employee who has been laid off shall have his/her name placed on an appropriate reemployment list for three (3) years from the date of layoff. Seniority shall accrue to such employee while he/she is on the reemployment list. Recall notices shall be sent by certified mail, return receipt requested.

8.10 Probationary Periods

A. A probationary period shall not be required in the event of demotion.

B. Employees appointed from employment lists shall serve a probationary period of one hundred and thirty (130) days worked, during which time the Appointing Authority shall report to the State Court Administrator every sixty (60) days concerning the work of the employee; and at the expiration of the probationary period, unless the Appointing Authority files with the State Court Administrator a statement in writing that the services of the employee during the probationary period has not been satisfactory and that it is desired that he/she not be continued in service, he/she shall receive permanent status in his/her classification.

8.11 Dismissal During Probationary Period

Any employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications or for the good of the service. It is intended that "probationary period" in the above sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.

8.12 Reorganization

A. Subject to the following provisions, the Union recognizes the AOSC's right to reorganize. The following parameters shall be followed by the parties when reorganization is necessitated by an Executive Order or legislation.

1. The AOSC shall notify the Rhode Island Laborers' District Council and the affected Business Managers at least fifteen (15) calendar days in advance of notification to bargaining unit member of its intention to reorganize.
2. The Union and the AOSC shall meet immediately to review and discuss the AOSC's plan for such reorganization and any proposed alternatives or changes.
3. The plan shall include a thirty (30) day notification to the affected employees.
4. Affected employees shall be given the right to bid on new assignments by primary seniority.
5. Affected employees who have no available assignments within their classification will be offered vacant positions which the AOSC intends to fill and which have been posted and not filled, by order of State seniority, including positions of equal pay and positions in lower classes all without loss of pay.
6. Any employee affected by reorganization who does not exercise seniority to fill any such available comparable assignment or vacancy without loss of pay will be allowed to displace the least senior employee not directly involved in the reorganization in classification within the bargaining unit. If the employee cannot displace the last senior employee in class, the employee will displace the least senior employee in any class, in the bargaining unit, which such employee is qualified and able to fill. The employee displaced shall take whatever comparable assignment or vacancy is available without loss of pay, by seniority in the Court system as defined in Section 8.1. The rights of the displacing employee and of the bumpee shall be to a position in an equal or lower class, but not in a higher class.
7. In cases where an entire operation is moved from one location to another, all affected employees will be redeployed (to a new location).
8. In the event that the number of employees affected by reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by layoff/recall provision provided in this Collective Bargaining Agreement.
9. Reclassification of existing bargaining unit classifications must be done through negotiations between the parties.

10. Any changes in shifts and/or days off only shall not constitute a reorganization under this Section.

8.13 Accumulation of Seniority

Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave. This does not apply to a leave to protect status.

8.14 Union Stewards

Union Stewards, not to exceed eight (8), shall be considered senior in service for layoff purposes only.

8.15 Assignments

When the Chief Justice, Presiding Justice, Chief Judge, or Chief Magistrate exercises his/her statutory authority to assign Court personnel to the counties, to individual judges, or to other court assignments, he/she will take into consideration the employee's preference, seniority, place of residence, work experience, and such factors as the Appointing Authority may deem to be appropriate. Each Court clerk shall notify the County Clerk or his/her designee of his/her three (3) choices of assignments, by priority, no later than thirty (30) days prior to the commencement of the Court term, i.e., each period of three (3) months during which time the Presiding Justice or Chief Judge has assigned judges for a period of quarterly assignments. The County Clerk shall thereafter transmit such choices of assignments to the Presiding Justice, Chief Judge or Chief Magistrate or his/her designee for approval.

8.16 Temporary Transfers

Temporary transfers shall first be attempted on a voluntary basis by seniority. "Temporary" shall be defined as a period not to exceed sixty (60) working days. When there is no volunteer, involuntary temporary transfers shall affect the most junior employee capable of performing the duties in the class of position and work location from which the transfer is to originate. With the exception of emergency situations, employees shall be notified in writing in advance, of their new assignment. Mileage will be paid to the transferred employee pursuant to the State Travel Policy. Said employee shall be returned to his/her permanent assignment at the conclusion of the temporary transfer, unless said transfer is extended by agreement of the parties.

8.17 Transfers/Promotions

All employees who on or after January 1, 1996, transfer to a different class or are promoted will be entitled to a leave of absence from their previous positions for six (6) months, except in cases in which an employee does not complete the probationary period in the new position in a satisfactory manner as provided in Article VIII of this Agreement.

ARTICLE IX VACATIONS

9.1 On January 1st of each year, employees shall be credited with certain vacation days in accordance with the schedule below and Section 8.06 the Judicial Personnel Rules and Regulations. Said days shall not be subject to accrual and shall be designated as "Up Front

Days". The balance of an employees' vacation entitlement shall be subject to accrual and shall be accrued according to the formula below and the Judicial Personnel Rules and Regulations:

9.2 Vacation Accrual Schedule

Employees shall accrue vacation leave according to the following schedule:

Years of Service	Up Front Days	Accrual Rate	Days Subject To Accrual	Total Potential Vacation Days
6 mos.-5	2	.0308	8	10
5-10 (completed 5 years)	2	.0500	13	15
10-15 (completed 10 years)	4	.0538	14	18
15-20 (completed 15 years)	4	.0615	16	20
20-25 (completed 20 years)	9	.0654	17	26
Over 25(completed 25 years)	9	.0731	19	28

9.3 In the event that an employee's work week schedule is changed from a standard forty (40) hour work week to a standard thirty-five (35) hour work week or a non-standard work week or in the event that an employee's work week is changed from either a standard thirty-five (35) hour work week or a non-standard work week to a standard forty (40) hour work week, his/her accrued hours shall not be adjusted to reflect an equivalent number of days vacation in the new work week schedule. For example: if any employee is entitled to a total of fifteen (15) days vacation and is assigned to work in a standard forty (40) hour work week and is changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent number of seven (7) hour days vacation that would have been accrued in a standard thirty-five (35) hour work week schedule. Conversely, if an employee assigned to a thirty-five (35) hour work week is changed to a standard forty (40) hour work week, his/her accrued vacation hours shall not be increased to reflect an equivalent number of eight (8) hours vacation that would have been accrued.

9.4 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.

9.5 Vacation leave assignments shall be made in a fair and equitable manner. Each employee shall be allowed to take at least two (2) consecutive weeks i.e., seventy (70) hours for non-standard and thirty-five (35) hour employees or eighty (80) hours for forty (40) hour employees of vacation at some time during the calendar year. The time of said vacation shall be with the approval of the Appointing Authority or his/her designee. Such approval of the appointing authority or his/her designee shall not be unreasonably withheld.

9.6 Appointing Authorities shall assign vacation leave with justice and equity and once assigned, such leave shall be posted by the AOSC.

9.7 All summer vacation, which shall be defined as Memorial Day to Labor Day, must be requested in writing to the Appointing Authority or designee no later than April 1. Employees

shall be notified in writing by May 1 whether such request has been approved or denied. Approval of such request may not be rescinded except by mutual agreement of the parties.

9.8 Should a question arise between employees as to when their vacation will be taken, the senior employee shall have preference. This provision shall not apply to vacation requests which have previously been approved during the calendar year for the current calendar year.

9.9 Employees will be permitted to carry over from one year to a second consecutive year vacation time accrued and credited in one year, provided such carryover days to a second consecutive year shall be for use only and shall not be subject to cash out under any provision of contract or statute beyond the number of vacation days which were eligible for cash out in the first year of such carryover.

9.10 Requests for all vacation leave, excepting summer vacation leave, shall be approved or denied by the appointing authority or designee and employees shall be notified of the approval or denial within two (2) working days of receipt of the request.

ARTICLE X SICK LEAVE

10.1 Sick Leave

A. Sick leave with pay shall be granted to employees covered by this agreement in accordance with the Judicial Personnel Rules and Regulations. Sick leave with pay is defined as 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 (per death) or necessary attendance upon a member of the immediate family who is ill, subject to the provisions of the Judicial Personnel Rules and Regulations in effect at this time. The definition of "Immediate Family" for the purpose of sick leave and bereavement leave, shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family. Unpaid sick leave and personal leave accruals will be frozen for three (3) years from date of layoff.

B. Employees whose basic work week is thirty-five (35) hours shall accrue four (4) hours for each biweekly period of service; employees whose basic work week is forty (40) hours shall accrue five (5) hours for each biweekly period of service.

C. When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five hour schedule or a non-standard schedule and 1000 hours (125 days) for an employee assigned to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

D. 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 in his/her credit as of the date of termination, according to the following formula:

- A 35 hour per week employee or a non-standard employee shall be entitled to

receive full pay for 50% of all accrued sick leave over 390 hours, up to an including 630 hours and 75% pay for all accrued sick leave over 630 hours, up to an including 875 hours.

- A 40 hour per week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours, and up to and including 1000 hours.

E. After an employee's discharge with pay of three (3) consecutive days of sick leave in any given calendar year his/her appointing authority shall thereafter require a physician's certificate or other satisfactory evidence in support of each and all other requests from that employee for sick leave and/or leave of absence due to illness whether such leave is with pay or without pay, during the remainder of the calendar year. In the event that the required satisfactory evidence is not presented to the appointing authority by the employee within three (3) days of the employee's return to work from said leave, no payment of compensation to which the employee would otherwise be entitled shall be made and the employee shall be considered, for all purposes, to have been absent without leave.

10.2 Workers Compensation

Whenever an employee shall be absent from his/her duties and receiving compensation as provided in the Workers' Compensation Law, he/she shall 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 worker 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 leave without pay.

10.3 Light Duty

A. The Parties recognize the desirability of light duty assignments as a means of returning injured bargaining unit employees to productive employment.

B. The Appointing Authority, or her/his designee, with the State Court Administrator, and with the agreement of the Union, shall define and assign transitional employment for bargaining unit employees who have job related injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

C. Based upon receipt of clearly defined medical verification and subject to the terms herein, the Parties hereto shall agree to modify the tasks of the injured employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury, and consistent with the needs of the Court system.

D. If no transitional employment is available in the employee's classification, the employee may be offered work outside her/his classification on a limited basis with approval of the Union.

E. The transitional employment for such employees shall be reviewed on a regular

basis. The review interval shall be agreed upon by the Union, the Appointing Authority in consultation with the State Court Administrator, and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the Union, the Appointing Authority in consultation with the State Court Administrator, and the employee, with supporting medical documentation. In addition, the employee shall submit medical documentation on a monthly basis to the Appointing Authority.

F. If the employee cannot return to her/his classification and/or assignment based upon medical verification after attaining maximum medical improvement, the AOSC shall attempt to assist the employee with other employment, education, or training in Judicial service within the bargaining units in accordance with the Contract and the Workers' Compensation Laws.

G. If the injury is not job-related and the employee requests to return to work, the Appointing Authority in consultation with the State Court Administrator upon receipt of medical verification that the injured employee can perform limited tasks in her/his classification, subject to the needs of the court, and with the agreement of the Union may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave.

H. Any such transitional employee will not displace or otherwise adversely affect any bargaining unit member while participating in the program. Nothing within this provision shall abrogate any existing statutory rights or responsibilities, including those contained in Title 28 or 42-87 of the R.I.G.L. or in the "Americans with Disabilities Act of 1990".

10.4 Sick Leave Bank

The AOSC and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank in each bargaining unit covered by the Agreement. A separate Sick Leave Bank may be established in a particular department by mutual agreement.

Each Sick Leave Bank Committee shall be composed of four (4) members, two (2) of whom shall be appointed by the Business Manager of the Union and two (2) by the AOSC. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Decisions of the Sick Leave Bank Committee shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

A. Sick Leave Bank Procedures

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.

3. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 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 pledges to the Sick Leave Bank by January 15 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 units who wish to be eligible to apply to the Bank for sick leave shall pledge sixteen (16) hours of sick leave if assigned to a forty (40) hour work week and fourteen (14) hours of sick leave 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

B. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.

C. If during the calendar year the Sick Leave Bank falls below three fifty (350) hours, the Sick Leave Bank Committee may solicit additional pledge contributions of one additional day (8 hours or 7 hours) from those employees who made a contribution on January 15 of that calendar year.

ARTICLE XI

JURY DUTY

11.1 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.

11.2 Every employee covered by this agreement who is subpoenaed to appear in Court on State business on a day off or during vacation, shall be compensated for the time expended. Any employee who expends time in accordance with this section shall be paid at the rate of time and one-half.

ARTICLE XII

MILITARY LEAVE

12.1 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 or otherwise) and who has been employed for one-hundred and eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position, in accordance with the Judicial Personnel Rules and Regulations commencing with the time of leaving 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.

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

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

12.4 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

12.5 At the conclusion of such military leave of absence, the employee shall be returned to his or 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 XIII

MILITARY TRAINING LEAVE

13.1 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 (15) days in any one calendar year in accordance with this Agreement and the Judicial Personnel Rules and Regulations. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he/she shall be granted leave without pay for this purpose. During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

13.2 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 service.

ARTICLE XIV

PERSONAL BUSINESS LEAVE

14.1 In accordance with this Agreement and the Judicial Personnel Rules and Regulations, the AOSC shall allow each employee a maximum of thirty-two/twenty-eight (32/28) hours or the equivalent of four (4) working days leave with pay per calendar year to be used for personal business and/or religious observance. Employees shall not be required to state the reason for personal leave. Personal leave with pay may be used as follows:

- One-half (1/2) day on the day before New Year's Day, and;
- Two and one half (2 1/2) days for personal business and/or other religious observance.

14.2 Prior approval for personal leave must be obtained and may be denied if the resulting absence interferes with the proper conduct of Court functions. Employees denied personal leave on the day before New Year's Day due to the interference with the proper conduct of Court functions shall be entitled to take the half day personal leave at another time. Personal leave shall not be carried over from year to year.

14.3 Employees originally appointed prior to April 1st shall be entitled to 32/28 hours of personal leave (four work days) as provided in this Article.

Employees originally appointed between April 1st and June 30th shall be entitled to 24/21 hours of personal leave (three work days) as provided in this Article.

Employees originally appointed between July 1st and prior to October 1st shall be entitled to 16/14 hours of personal leave (two work days) as provided in this Article.

Employees originally appointed on or after October 1st shall be entitled to 8/7 hours of personal leave (one work day) as provided in this Article.

ARTICLE XV BEREAVEMENT LEAVE

15.1 In the event of death in the employee's family, the employee shall be entitled to bereavement leave with full pay, per death, not chargeable to the employee's sick leave accumulation for:

- A. four (4) days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, brother, or sister;
- B. three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household;
- C. one (1) day in the case of the death of an aunt, uncle, sister-in-law, or brother-in-law.

15.2 Should a bargaining unit employee desire to discharge Personal Leave, or Vacation Leave to attend the funeral service of an extended family member not covered within the Bereavement Leave provision of the Parties' collective bargaining agreement, then said bargaining unit employee shall be able to utilize Personal Leave or Vacation Leave to attend the funeral services of said extended family member.

ARTICLE XVI LEAVE WITHOUT PAY

16.1 It is agreed that upon written application, bargaining unit employees may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of

personal illness, disability, or other purposes deemed proper and approved by the appointing authority and the State Court Administrator, however, in no event shall leave without pay be granted in excess of one consecutive year. Upon submission of the appropriate documentation, leave may be granted to an eligible bargaining unit member in accordance with the federal Family and Medical Leave Act.

16.2 Employees returning from a leave without pay of six (6) months or less shall be returned to the position and work location within the Court of appointment from which the leave was granted.

16.3 Employees returning from a leave without pay of greater than six (6) months shall return to the class of position and work location within the Court of appointment from which the leave was granted, however, for leaves in excess of six (6) months, work location shall be defined to include any work site.

16.4 All employees returning from a leave without pay shall be placed at the same step of the then current range for his/her class of position. Seniority shall be retained and shall accumulate during all leaves without pay, except for a leave to protect status.

16.5 Parental/Adoption Leave. Parental/adoption leave shall be defined as leave without pay for the purpose of childraising and shall be made available to all employees, male or female, covered by this agreement. Such leave shall be granted for a period of six (6) months, subject to automatic renewal upon request of the employee at least thirty (30) days prior to expiration of the leave period. Parental/adoption leave shall not exceed a period of one year. At the expiration of parental or adoption leave, the employee shall be returned to the position from which he/she is on leave at the same step of the then current pay range for his/her class of position.

ARTICLE XVII HOLIDAYS

17.1 Official Holidays

The following shall constitute the official holidays in accordance with the Judicial Personnel Rules and Regulations:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Victory Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Any day on which a general election of officers is held as Election Day
- Any day which the Governor shall appoint as a holiday
- Any day which shall hereafter be appointed by the General Assembly to be

a holiday.

17.2 Each employee shall be entitled to time off at his/her regular rate of pay for the holidays specified above when such holidays fall on his/her regularly scheduled work day, and he/she shall be credited with the number of hours in his/her official work schedule for the day.

17.3 If a holiday falls on one of an employee's regularly scheduled days off, he/she shall be credited with the number of hours for one (1) day in his/her official work schedule. The hours so credited for this day shall not be used in the computation of overtime.

17.4 Whenever an employee in a standard work week thirty-five (35) hours or forty (40) hours is required to work on a holiday which falls on his/her regularly scheduled work day, he/she shall be credited with the number of hours in his/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 one and one-half times. When a non-standard employee is required to work on a holiday which falls on his/her regularly scheduled work day, he/she shall be compensated for an additional seven (7) hours at his/her base hourly pay rate.

17.5 An employee whose regular work week is Monday through Friday who works on the observance day of Independence Day, Veterans Day, Christmas Day and New Year's Day shall be entitled to overtime compensation for all hours worked or a portion thereof. An employee whose regular work week includes Saturday and/or Sunday and who works on such Saturday or Sunday which is the actual day of the holiday shall be entitled to overtime compensation for all hours or a portion thereof worked on such actual holiday.

17.6 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 his/her absence on that date.

17.7 If the General Assembly eliminates a holiday, the employees covered by this contract will be given an additional personal leave day. If the General Assembly subsequently adds a holiday, the additional personal leave day, previously granted will be withdrawn.

ARTICLE XVIII

EDUCATIONAL INCENTIVES

18.1 Educational Incentive Pay

Bargaining unit members shall be eligible for state incentive credit programs as provided in Title 36, Chapter 4 of the Rhode Island General Laws and in accordance with the Judicial Personnel Rules and Regulations. Participation and application of credits shall be subject to the approval of the State Court Administrator or his or her designee. The Department of Administration Office of Training and Development's powers and duties relating to incentive credit for judicial employees shall be purely ministerial and concerned only with the processing of the request and any applicable credit.

18.2 Clerks Incentive Pay

Financial compensation shall be provided to clerks of the Supreme Court, Superior Court, Family Court, District Court, Workers Compensation Court, and Traffic Tribunal for furthering their education in the field of court administration or law enforcement. Advancement to each of the incentive salary steps shall be based on the following accomplishments in either

administration of justice or law enforcement, or a Baccalaureate Degree acceptable for admission to a law school accredited by the Council of Legal Education of the American Bar Association.

Incentive Step	Increase Above Basic Salary	Degree Required
1	\$2,000	Associate Degree
2	\$3,200	Baccalaureate Degree

No other credit shall be granted for a degree other than in the major concentration of court administration or law enforcement or a Baccalaureate Degree acceptable for admission to a law school accredited by the Council of Legal Education of the American Bar Association.

18.3 Advanced Degree Incentive

Any other provision of this Article to the contrary notwithstanding, every member of the bargaining unit who has or earns the degree of Masters in Public Administration or Public Affairs, Juris Doctor, Masters in Criminology, Masters in Computer Science or Masters in any other field related to his/her job shall be paid, in addition to basic salary and any other credit to which he or she is entitled hereunder, the sum of twelve hundred dollars (\$1,200.00).

18.4 Tuition Reimbursement Program

A. An educational benefit will be made available to all members of the bargaining units in accordance with the following:

1. Tuition reimbursement shall be funded in an amount not to exceed twelve thousand dollars (\$12,000) per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.

2. Employees shall be allowed to attend courses outside the employee's normal working hours.

3. An education committee shall be established consisting of three (3) members appointed by the State Court Administrator and three (3) Union members appointed by the Union Business Manager. The committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate and graduate programs, and the career programs. Applicants shall not be permitted to apply for reimbursement more than once for each course completed.

4. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of primary seniority.

ARTICLE XIX HEALTH AND WELFARE

19.1 Health Insurance

A. Co-share: Effective the pay date, Friday, August 8, 2008, 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.

1. For full time employees:

Effective the pay date Friday, August 8, 2008:			
<i>Individual Plan</i>		<i>Family Plan</i>	
Less than \$45,000	12%	Less than \$25,000	8%
\$45,000 to less than \$75,000	15%	\$25,000 to less than \$35,000	11.5%
\$75,000 to less than \$90,000	18%	\$35,000 to less than \$45,000	12%
\$90,000 and above	25%	\$45,000 to less than \$75,000	15%
		\$75,000 to less than \$90,000	18%
		\$90,000 and above	25%

Effective July 1, 2009:			
<i>Individual Plan</i>		<i>Family Plan</i>	
Less than \$45,000	15%	Less than \$45,000	13.5%
\$45,000 to less than \$90,000	20%	\$45,000 to less than \$90,000	20%
\$90,000 and above	25%	\$90,000 and above	25%

Effective July 1, 2010:			
<i>Individual Plan</i>		<i>Family Plan</i>	
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:			
<i>Individual Plan</i>		<i>Family Plan</i>	
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%

2. For part time employees.

Effective the pay date, Friday, August 8, 2008, 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 towards 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.

Effective the pay date, Friday, August 8, 2008:	
<i>Individual or Family Plan</i>	
Less than \$55,000	15%
\$55,000 to Less than 90,000	20%
\$90,000 and above	35%

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

Co-share payment increases in fiscal years 2010, 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.

Due to the delay in implementing the Plan Design changes, the co-share contributions shall be based upon the pre-October 1, 2008 working rates thru November 22, 2008.

19.2 Plan Design

A. Effective November 23, 2008, the following co-pays shall be in effect:

1. Primary Care office visit co-pay is \$10.00 (includes internal medicine, family practice, pediatrics and geriatrics);
2. Emergency room co-pay to increase to one hundred dollars (\$100.00);
3. Urgent Care co-pay to increase to thirty five dollars (\$35.00);
4. Specialist office visit co-pay to increase to twenty dollars (\$20.00) (includes all physicians other than primary care physicians);
5. The drug co-pay for a thirty one (31) day supply shall be as follows:

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.

B. Effective November 23, 2008, the following change shall be in effect:

1. Mail order network pharmacies: Three (3) month supply of a prescription drug for 2 co-payments. Maximum fill is three (3) month supply.

C. Effective January 1, 2009, the following dental change shall be in effect:

1. Dental plan crown coverage shall be changed to eighty percent (80%).

19.3 Employee Waiver Payment

Effective July 1, 2011, the employee waiver shall be reduced by fifty percent (50%) to

one thousand one dollars (\$1001.00).

19.4 FlexPlan

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.

19.5 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 five hundred dollars (\$500) per year. The earned reductions in medical insurance co-share payments shall be awarded to active employees in FY 2009 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.

19.6 Workers Compensation Health Insurance Benefits

In accordance with R.I.G.L. § 28-33-44 (relating to workers' compensation), the AOSC shall be obligated to continue to provide for any employee health insurance benefits for a period of two (2) years from the date of the employee's receiving weekly compensation benefits. The provisions of this Section shall not apply if:

- The employee is no longer receiving compensation pursuant to a determination by the Department or a decision of the Workers' Compensation Court; or
- Has accepted suitable alternative employment; or
- Fails to pay any contribution toward the health care benefits that he or she was required to pay prior to the injury; or
- A petition for a commutation or a structured settlement, as defined in R.I.G.L. Subsection 28-33-25, is granted; or
- The employee is a beneficiary of a substantially equivalent health insurance policy of his or her spouse.

In accordance with R.I.G.L. § 27-19-5.1, employees are also entitled to continue their health insurance after twenty-four (24) months by remitting the entire premium to the State.

19.7 The AOSC agrees to continue to pay the cost of benefits listed above for all employees covered by this Agreement who are on layoff not lasting more than three (3) months and who pay the appropriate co-share.

ARTICLE XX
RETIREMENT

20.1 All employees covered by this agreement shall be the recipients and beneficiaries of all retirement benefits contained in the General Laws of the State of Rhode Island as amended from time to time, as well as any rules and regulations or determinations made by the State Retirement Board as set forth in the General Laws, §36-8-1 et seq. as it pertains to said Board's establishment of rules and regulations for the administration and transaction of the business of the retirement system.

20.2 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.

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 either the Howard Union of Teachers or the Rhode Island Troopers Association.

ARTICLE XXI
GROUP LIFE INSURANCE

21.1 It is agreed that all new employees shall be eligible to participate in the State employees' group life insurance program as established by R.I.G.L. §36-12-6, as amended. 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 he/she 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 (\$1,000.00) 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 date 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 (65th) 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 (\$1,000.00) 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 XXII

DISCIPLINE

22.1 A meeting between an employee and his/her supervisor and/or the Appointing Authority (or designee), during which the principal topic of discussion is discipline or potential discipline, will entitle the employee to be informed of his/her right to have a Union representative present. If the employee requests the presence of a Union representative the AOSC will honor that request.

A. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined below.

B. If the Supervisor or Appointing Authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of one year, if the employee has not committed any further infractions, written reprimands shall be expunged from the employee's personnel record. After a period of six (6) months, providing no further infraction of the same type is committed by the involved employee, all references to oral reprimands shall be removed from all files.

C. Where appropriate, disciplinary action or measures shall include only the following:

- Counseling
- Oral Reprimand
- Written reprimand
- Suspension
- Demotion (where appropriate)
- Discharge

D. When any disciplinary action is to be implemented, except oral reprimand or counseling, the Appointing Authority or his or her designee shall before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

22.2 When the Appointing Authority proposes to discipline an employee, except for counseling, or oral reprimand, the following procedures will apply:

A. The employee will be given a speedy (prompt) hearing. When necessary, depending on the nature of the charges, the employee will be placed on administrative leave (leave with pay), for a maximum of three (3) working days within which time the Administration will conduct a hearing.

B. If the Administration requires additional time beyond the three (3) working days administrative leave to prepare for the hearing, the employee will be continued on administrative leave until the hearing is held. In no case shall administrative leave exceed ten (10) days.

C. If the Union and/or the employee requires additional time beyond the maximum of three (3) working days administrative leave to prepare for the hearing, the employee will be placed on leave without pay. In no case shall such leave without pay exceed ten (10) days.

D. In any event a hearing shall commence no later than ten (10) days after notice that a suspension or discharge has been imposed and written decision shall be rendered within fifteen (15) days of the conclusion of the hearing.

22.3 It is agreed that an appointing authority may dismiss, demote or suspend an employee for just cause. An employee against whom a disciplinary action has been taken which results in a demotion or dismissal, may appeal the decision and proceed immediately to grievance pursuant to Article 24.

22.4 In the case of demotion, the Appointing Authority shall give the Employee Relations Office, the employee and the Union written notice of his or her intention to effect the demotion not less than fifteen (15) days before the date it is intended to become effective. In all other cases, the employee and the Union shall be notified on or before the effective date of such action.

22.5 In the event that an employee is dismissed, demoted or suspended under this Section and such employee appeals such action and his/her appeal is sustained, he/she may be made whole under the terms and provisions of this agreement.

22.6 An employee may be granted a demotion upon request, when recommended by his/her Appointing Authority and approved by the State Court Administrator or his or her designee. In this instance his/her current status shall be transferred to the lower class.

ARTICLE XXIII GRIEVANCE PROCEDURE

23.1 Definition

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

23.2 Grievance Procedure

There shall be a grievance procedure as follows:

A. Step 1.

A grievance shall be presented by the aggrieved employee to the Union within ten (10) working days of the employee's knowledge of the occurrence of the grievance. In the event that

the Union wishes to pursue the grievance on behalf of the employee, it shall present the grievance in writing to the appropriate Court Administrator or the person designated by the Presiding Justice, Chief Judge or Chief Magistrate within fifteen (15) working days of receipt of the said grievance. In the case of matters that affect the entire bargaining unit and are not specific to a particular court, the grievance shall be presented to the State Court Administrator or his/her designee.

B. Step 2.

If not resolved as above, the grievance shall be submitted to the State Court Administrator or his or her designee by the Union within fourteen (14) working days of the receipt of the Step 1 decision. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested. The Union representatives shall meet, within fourteen (14) working days of the submission of the written grievance, with the State Court Administrator or his or her designee who shall conduct a hearing on the grievance. Union officials may present the grievance at the hearing. Such designee shall render a written decision to the Union and to the employee within fourteen (14) working days of the hearing. The decision shall respond to the factual and contractual allegations of the grievance.

C. Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The AOSC, on request, will produce payroll and other records, as necessary. Union officers, 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.

23.3 Miscellaneous

A. It is also agreed that in all cases of suspension, dismissal or class actions the Union may go immediately to Step 2 of the grievance procedure.

B. A classified employee may process his/her grievance through either the contract grievance procedure or Civil Service appeal procedures. If an appeal is filed under the Civil Service appeal procedure, then the contract grievance procedure shall cease and shall not be reinstated. If an appeal is filed under the Civil Service appeal procedure, the employee shall not be entitled to institute proceedings in the contract grievance procedure, the right to do so being waived by the exercise of an option by the employee to utilize the Civil Service procedure.

C. Sustained grievances and/or grievance resolution agreements shall be implemented, or at a minimum, the necessary paperwork to implement said action, shall be initiated within five (5) work days from the date of receipt of the decision from the State Court Administrator or the date of the grievance resolution.

D. Notwithstanding the time limitations set forth above, the Employer and the Union may extend them by mutual written agreement.

E. Sustained grievances and/or grievance resolution agreements shall be implemented or, at a minimum, the necessary paperwork to implement said action, shall be initiated within five (5) work days from the date of receipt of the decision from the State Court Administrator or the date of the grievance resolution

F. Notwithstanding the time limitations set forth above, the Employer and the Union may extend them by mutual written agreement.

ARTICLE XXIV

ARBITRATION

24.1 If a grievance is not settled under Article XXIII, such grievance shall, at the request of the Union or the AOSC, be referred to the American Arbitration Association in accordance with its rules then in effect.

24.2 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.

24.3 Only grievances arising out of the provisions of this contract relating to the application or interpretation thereof, may be submitted to arbitration. All matters concerning changes in wage schedules, monetary, fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration.

24.4 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision.

ARTICLE XXV

BULLETIN BOARDS

25.1 The AOSC agrees to provide reasonable bulletin board space for use by the Union where notices may be posted.

ARTICLE XXVI

UNION COMMITTEE

26.1 Designated Union members or officers shall be granted time with pay during working hours to assist with settling grievances on State premises and to attend hearings and meetings and conferences on contract negotiations with State officials. Such time shall be with the approval of the appropriate court administrative officer involved, and such approval shall not be unreasonably withheld.

26.2 No Union steward or committee member or representative shall be discriminated against as a result of the performance of legitimate Union business.

26.3 The Union shall furnish the State Court Administrator and the administrators in each court of appointment within the bargaining unit with a written list of its officers and stewards immediately after their designation and shall promptly notify the State Court Administrator and the administrators in each court of appointment within the bargaining unit of any change in such officers and stewards

26.4 The parties agree and acknowledge that the accountability of the use of paid leave for Union business is a legitimate management concern.

26.5 The parties also agree and acknowledge that contract provisions relating to Union business shall supersede and prevail over all inconsistent memoranda or policies.

ARTICLE XXVII

NO STRIKES OR LOCKOUTS/CHANGES OR AMENDMENTS

27.1 The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the AOSC lockout its employees during the term of this agreement.

27.2 It is agreed that all provisions of this agreement are binding on each of the individuals covered by this contract.

27.3 It is hereby agreed that this agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this agreement, except by mutual consent, in writing, of the parties hereto.

ARTICLE XXVIII

HEALTH & SAFETY

28.1 The AOSC shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.

28.2 A safety committee shall be appointed, composed of two (2) representatives selected by the Union and two (2) representatives by the State Court Administrator. Said committee shall appoint a fifth person who shall be the chairman and shall meet when it is determined by two or more members that such a meeting is warranted for the purpose of drafting a Health and Safety Code to recommend to the AOSC.

28.3 Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

ARTICLE XXIX

INCLEMENT WEATHER/EMERGENCIES

29.1 In the event that the Governor, the Chief Justice or his or her designee determines that an emergency situation exists and as a result makes a public declaration that an emergency exists or that State offices are closed, the following provisions shall apply:

1. The AOSC shall determine the designated starting time of the emergency.
2. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave, or sick leave. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.
3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the AOSC.

29.2 Whenever court sessions for the public are canceled due to inclement weather, all staff members are required to report to work. Any employee who is unable to report to work or is

unable to complete a work schedule, the absence must be recorded as either vacation leave, personal leave, or leave without pay at the employee's option.

29.3 Under no conditions are employees to be released from work without the express approval of the Chief Justice, State Court Administrator or his or her designee, including early closings, late openings, or other shutdowns of Judiciary operations.

ARTICLE XXX

CALL IN TIME

30.1 It is agreed that any employee reporting for work on any regularly scheduled work day, unless notified during the preceding day not to do so, will be permitted to complete at least a half-day (½) period and may be assigned other than his/her regular work within his/her physical capacity at his/her established rate of pay.

30.2 Employees who are called in to report for emergency work after having left their place of employment and outside their regularly scheduled work hours shall receive not less than four (4) hours pay at their overtime rate.

ARTICLE XXXI

(NATIONAL) INDUSTRIAL FUND PENSION

31.1 Commencing on January 1, 2001, the State agrees to make payments in lieu of base pay increases to the Laborers' National (Industrial) Pension Fund ("Pension Fund") for every State employee employed in each of the below-described bargaining units. The State shall continue to make such payments for employees in each such bargaining unit unless and until it has a right to cease making payments for employees in the unit under the State's agreement(s) with the District Council.

31.2 For each hour or portion thereof for which an employee receives pay, the State shall make a payment to the Pension Fund at the appropriate below-listed rate for the employee's bargaining unit, up to the weekly maximum. For purposes of this agreement, each hour for which an employee receives pay and for which a payment is due includes hours of paid vacation, paid holidays, and other periods for which pay is received by the employee.

31.3 Payments shall be paid for an employee starting with the employee's first day of employment in a bargaining unit following the effective date of the State's payment obligation.

31.4 Payments shall be submitted to the Laborers' National (Industrial) Pension Fund, 905 16th Street, N. W., Washington, DC 20006, at such times and in such manner as the Pension Fund may require. Payments shall be accompanied by such written reports as the Pension Fund may require to verify and correctly credit the payments.

31.5 The Pension Fund shall be entitled to have an independent certified public accountant to reasonably audit the State's payroll records from time-to-time to verify the accuracy of the State's payments.

31.6 In the event that the State becomes delinquent in its payments, the Pension Fund shall be free to pursue all legal or equitable remedies available under the law without regard to any grievance, arbitration or other administrative procedure and without regard to any other restriction in the agreement(s) between the District Council and the State.

31.7 The District Council and the State agree to accept, be bound by and fully comply with the Agreement and Declaration of Trust pursuant to which the Pension Fund is maintained and whose provisions are deemed incorporated herein by reference; provided, no provision of said Agreement and Declaration of Trust shall supersede or be deemed in conflict with the collective bargaining agreement.

31.8 The District Council and the State agree to notify the Pension Fund in writing in advance of the termination of the State's contribution obligation for any bargaining unit.

31.9 The payment rates for the bargaining unit are as follows:

Bargaining Unit covering the Judiciary:

Payment Rate: \$0.71 cents per hour (up to a weekly maximum of \$24.85 based on a regular workweek of 35 hours) effective February 6, 2006.

ARTICLE XXXII SEVERABILITY

32.1 In the event that any article, section, or portion of this agreement or any arbitrator's decision rendered under the terms of the Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or is unreasonably inconsistent with a national policy of wage and price controls, or shall have the effect of loss to the State of funds made available through Federal law, then such specific arbitrator's decision, article, section, or portion specified in such tribunal decision, or so in conflict, or having such effect, shall be of no force and effect; but the remainder of this agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for each article, section, or portion. The parties agree to use their best efforts to contest any such loss of Federal funds which may be threatened.

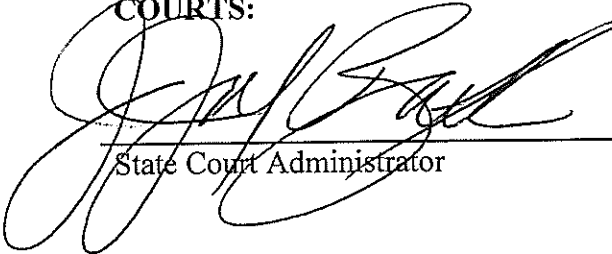
ARTICLE XXXIII TERMINATION OF AGREEMENT

33.1 This Agreement is to be effective from July 1, 2008 and it shall remain in effect until June 30, 2012. This Agreement shall be automatically renewed from year to year after the 30th day of June, 2012, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination to the other party.

33.2 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 expiration date.

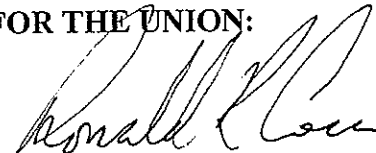
33.3 In witness whereof, the Parties hereto have set their hands this 28th day of July 2009.

**FOR THE RHODE ISLAND JUDICIARY
ADMINISTRATIVE OFFICE OF STATE
COURTS:**

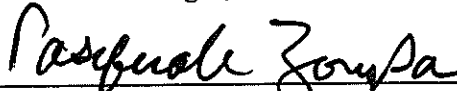


State Court Administrator

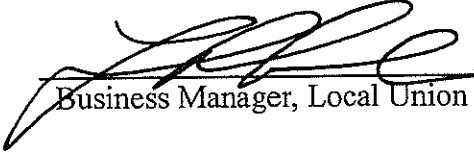
FOR THE UNION:



Business Manager, R.I.L.D.C.



President, Local Union 808



Business Manager, Local Union 808

APPENDIX A

LIUNA SCHEDULE 4400 - JUDICIARY										
Unclassified Annual Salaries						Effective June 21, 2009				
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Grade	Step 1	Step 2	Step 3	Step 4
4401	25909	26232	26566	27053	--	4428	51488	53389	55371	58396
4402	25909	26290	26618	26945	27437	4429	53557	55547	57623	60812
4403	26290	26618	26945	27275	27819	4430	55712	57797	59955	63237
4404	26618	26945	27275	27660	28203	4431	57967	60124	62375	65829
4405	26945	27328	27712	28094	28694	4432	60212	62465	64797	68428
4406	27328	27738	28149	28531	29130	4433	62549	64885	67300	71013
4407	27738	28176	28585	29023	29679	4434	64885	67300	69806	73704
4408	28176	28643	29080	29515	30228	4435	67218	69719	72313	76381
4409	28643	29187	29679	30172	30939	4436	69547	72137	74823	79053
4410	29187	29788	30283	30827	31646	4437	72052	74730	77581	81824
4411	29788	30390	30939	31483	32359	4438	74730	77581	81824	86058
4412	30390	31103	31646	32250	33122	4439	77581	81824	86058	90292
4413	31103	31813	32414	33019	33951	4440	81824	86058	90292	94525
4414	31813	32526	33122	33782	34788	4441	86058	90292	94525	98760
4415	32526	33290	33951	34617	35757	4442	90292	94525	98760	102996
4416	33290	34166	34913	35695	36971	4443	94525	98760	102996	107236
4417	34166	35032	35819	36708	38093	4444	98760	102996	107236	111470
4418	35032	36010	36906	37825	39342	4445	102996	107236	111470	115701
4419	36010	37104	38031	39057	40658	4446	107236	111470	115701	119942
4420	37104	38303	39342	40438	42286	4447	111470	115701	119942	124179
4421	38303	39542	40658	41979	44064	4448	115701	119942	124179	128413
4422	39542	40887	42208	43575	45787	4449	119942	124179	128413	132650
4423	40887	42439	43820	45299	47596	4450	124179	128413	132650	136885
4424	42439	44064	45541	47095	49587	4451	128413	132650	136885	141117
4425	45787	47344	49065	51743	--	4452	135015	140292	145560	150845
4426	47596	49322	51145	53903	--	4453	139512	144820	150116	155409
4427	49494	51313	53220	56148	--	4454	156359	161691	166996	172294

APPENDIX B

Amendment to the Rules and Regulations of the Laborers' National (Industrial) Pension Fund

Article X. Section 10.03 of the Rules and Regulations is hereby amended by adding a subsection (c) as follows:

- (c) "Free-Look": Notwithstanding any other provisions of this Article. An Employer which meets the qualification of subsection (c)(1) shall not owe any complete or partial withdrawal liability that would otherwise be owed under this Article, provided that the conditions of subsection (c)(2) are also met.
 - (1) The Employer must meet the following qualifications:
 - (i) the Employer first had an obligation to contribute to the Fund after September 26, 1980;
 - (ii) the Employer had an obligation to contribute to the Fund for no more than the lesser of:
 - (A) 6 consecutive plan years preceding the date on which the Employer withdraws, or
 - (B) The number of years required for vesting under the Fund's rules;
 - (iii) the Employer was required to make contributions to the Fund for each such plan year in an amount equal to less than 2 percent of the sum of all Employer contributions made to the fund for each such year; and
 - (iv) the Employer has never avoided withdrawal liability because of the application of this subsection (c).
 - (2) This subsection (c) shall apply with regard to any Employer only if:
 - (i) the Fund remains a plan which does not primarily cover employees in the building and construction industry;
 - (ii) any past service credit otherwise awardable to the Employer's employees under the Fund's rules is cancelled; and
 - (iii) the ration of the Fund's assets (for the plan year preceding the first plan year for which the Employer was required to contribute to the Fund) to the benefit payments made during that plan year was at least 8 to 1.

Effective: December 1, 2000

Adopted: December 4, 2000