

AGREEMENT

BETWEEN

THE STATE OF RHODE ISLAND

AND

RHODE ISLAND ALLIANCE

OF SOCIAL SERVICE EMPLOYEES

LOCAL 580, SEIU

RANK AND FILE UNIT

DEPARTMENTS

DHS

DCYF

BHDDH

DOC

JULY 1, 2008 - JUNE 30, 2012

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COLLECTIVE BARGAINING AGREEMENT

In this Agreement entered into this 1st day of July, 2008 by and between the State of Rhode Island, hereinafter referred to as the State, and the Rhode Island Alliance of Social Service Employees, Local 580, Service Employee International Union, AFL-CIO, referred to hereinafter as the Union, the parties hereby agree as follows:

PURPOSE

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

ARTICLE 1 RECOGNITION

1.1 The State hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit. Said bargaining unit to consist of all those classes of positions declared appropriate by the State Labor Relations Board as a result of the petition submitted by the Union in Case Number EE-1909, EE-1905, EE-1637, EE-1890, EE-1895, EE-1971. A full list of the above mentioned classes of positions appears in Article 5 entitled "Hours of Work."

1.2 The Union shall be notified, within ten (10) working days, of the authorization of each new position and the pay plan for that position within the respective Departments. If the State has made a determination to include said position in a bargaining unit, or to exclude said position from any bargaining unit, this decision will be included in the notification. If there has not been a determination regarding bargaining unit, or if there is disagreement regarding bargaining unit, the issue will be resolved by the Labor Relations Board.

ARTICLE 2
NON-DISCRIMINATION CLAUSE

2.1 The state and the Union agree not to discriminate in any way against employees covered by this Agreement on the basis of race, religion, creed, color, marital status, political affiliation, sex or age, physical handicap, sexual orientation, or country of ancestral origin.

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

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

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

2.5 Americans with Disabilities Act

Nothing in this Agreement shall be construed so as to prevent or impede compliance with any obligation imposed by the Americans with Disabilities Act of 1990.

ARTICLE 3
UNION SECURITY

3.1 The State Controller shall deduct Union dues each pay period from the wages of those members who have authorized the State to do so in writing. A service charge in an amount equal to the dues for employees who are not members of the Union shall be deducted by the State Controller in accordance with RI GL36-11-2. The State Controller shall forward promptly to the Treasurer of the Union a check representing the amount so deducted.

3.2 In these bargaining units in which the Union has been certified as the exclusive bargaining agent, only the dues for the sole and exclusive bargaining agent shall be deducted. Membership in the Union may be determined by each individual employee.

3.3 Upon request by the Union Treasurer, the appointing authority shall give the Union Treasurer notice of the names of those employees who become subject to the requirements of Article 3.1; notice, where possible, of those employees who have name or address changes; notice of those employees from whom the Union dues deduction or service fee has been

initiated; notice of those employees from whom the Union dues deduction or service fee has been discontinued; and notice of those employees who have had a change of appropriation account number.

ARTICLE 4 PAYROLL DEDUCTION

4.1 Effective July 8, 1979 payroll deductions for COPE contributions by an employee will be implemented upon receipt of a voluntary written request by said employee.

4.2 The state Controller shall forward promptly to the Treasurer of the Union a separate check representing the amount so deducted.

ARTICLE 5 HOURS OF WORK

5.1 It is hereby agreed that there shall be four basic work weeks as follows:

- A.** A thirty-five (35) hour week (five consecutive seven-hour days. Monday through Friday).
- B.** A thirty seven and one-half (37.5) hour week consisting of five (5) consecutive work days with two (2) consecutive days off (CANTS positions only).
- C.** A forty (40) hour week (five consecutive days with two (2) consecutive days off). No employee in the bargaining unit shall be scheduled to work more than two (2) consecutive twelve (12) hour days, nor shall any regularly scheduled day exceed twelve (12) hours.
- D.** A non-standard work week of an average of 35 hours per week.

5.2 The various classes of positions are hereby assigned to a class pay grade in accordance with the titles:

**LOCAL 580 RANK AND FILE CHAPTER
DHS, DCYF, BHDDH AND DOC**

TITLE	PAY GRADE	WORK WEEK
Casework Supervisor	26	35.0
Casework Supervisor II	28	35.0
Child Protective Investigator	26	37.5
Clinical Psychologist	27	35.0
Clinical Psychologist (Ph.D. Qualified)	32	NS
Clinical Social Worker	27	35.0
Peripathologist	25	NS
Principal Employment Security Interviewer	22	35.0
Professionally Trained Case Work Supervisor	02	35.0
Psychometrist	22	35.0
Quality Control Reviewer	24	35.0
Rehabilitation Counselor	24	35.0
Rehabilitation Counselor for the Deaf	25	35.0
School Psychologist (Unclassified)	02	NS
Senior Rehabilitation Counselor	26	35.0
Senior Treatment Specialist*	19	NS
Social Caseworker	22	35.0
Social Caseworker II	24	35.0
Supervising Clinical Psychologist	29	NS
Supervisor Child Protective Investigator	31	37.5
Supervisor Vocational Rehabilitation	29	35.0
Treatment Specialist*	17	40.0

* The classifications of Treatment Specialist (02815200) and Senior Treatment Specialist (02815300) should be paid in accordance with the classified A00 pay scale.

5.3 WORK HOURS

A. General

Work hours for employees other than CANTS positions shall be from 8:30 A.M. to 4:00 P.M. with the continuance of existing practices for lunch and coffee breaks.

B. Special provisions for CANTS positions.

1. Work hours for employees whose regular work week is thirty-seven and one-half (37.5) hours shall include a one (1) hour lunch or dinner break per work day with two (2) coffee breaks per work day.

2. Shifts for the new classes of position established under the 1984 Agreement between the parties (now called Child Protective Investigator and Supervisor Child Protective Investigator) are established by the State in its sole discretion after consultation with the Union, and will remain constant unless changed in conformity with this Agreement.
3. Individuals who are appointed to the new classes of position listed above in subsection 5.3 B2 shall possess the right of securing a voluntary demotion to a class of position within the Bargaining Units which has cleared all posting for lateral transfer. Individuals electing to secure a voluntary demotion shall do so on the basis of their secondary seniority in regard to the position in question and shall upon receipt of the position subsequent to the voluntary demotion have as their primary seniority each day they thereafter serve in this new position in addition to their secondary seniority in the class of position in question.

C. Special Provisions for Department of Human Services

If the Department of Human Services implements a policy to make certain on-site programs, such as, food stamps, family independence, child care, medical assistance and general public assistance available to the public after 4:00 p.m., then the following provisions shall apply:

1. The Department shall notify the Union at least 60 days prior to the date on which it intends to commence having offices open after 4:00 p.m.
2. Offices of DHS open to the public for such programs shall be open no later than 7:30 p.m.
3. Bargaining unit positions necessary to staff the offices after 4:00 p.m, including the classifications of Social Casework Supervisor I, Social Caseworker I and II and Supervising Eligibility Technician, shall be posted and shall be subject to bidding in accordance with the provisions of this Collective Bargaining Agreement.
4. Any positions not filled through the posting and bidding procedure, may then be filled by the least senior bargaining unit member in the classification that was posted, in accordance with the seniority provisions and other applicable sections of the Collective Bargaining Agreement.
5. The hours of work for employees subject to this section shall be 11:30 a.m. to 7:30 p.m. There shall be no split shifts.
6. Work performed from 4:00 p.m. to 7:30 p.m. shall be paid at straight time rates, unless the employee is otherwise entitled to premium pay or shift differential pay for such hours.

(D) Special provisions for Department of Children, Youth and Families:

If the Department of Children, Youth and Families initiates a program whereby Social Caseworker II's in the Family Service Unit, or performing foster care licensing work, must be available to attend meetings and visit families outside the standard work week set forth in Article 5, (hereinafter referred to as "alternative work schedule") the following provisions shall apply:

1. Employees assigned to the classifications or performing the work assignments set forth above on or after January 1, 2007 shall be subject to this section 5.3 (D), except that employees holding such positions or performing such work prior to that date shall not be obligated to but may voluntarily accept such alternative work schedule.
2. Employees working under this alternative work schedule shall submit their work schedule to their respective supervisor in advance of the week that is the subject of the scheduling sheet. With the approval of the supervisor, the employee shall schedule visits based upon the availability of families, even though the visits may be scheduled before 8:30 a.m. or after 4:00 p.m. The alternative work schedule shall not be utilized for meetings or visits with families that were not on the employee's schedule that was approved by the supervisor, unless otherwise agreed to by the employee and the supervisor.
3. Employees shall not earn premium pay for attending such scheduled meetings or visits, unless they work in excess of the regular weekly work hours. Such employees may arrive at work after 8:30 a.m., or leave before 4:00 p.m. on days during which they are making in-home visits or attending meetings off-site before 8:30 a.m. or after 4:00 p.m. or as otherwise agreed to by the employee and the supervisor.

(E) Special provisions for Department of Mental Health Retardation and Hospitals:

If the Department of Mental Health Retardation and Hospitals initiates a program whereby Social Caseworker I and II, Social Casework Supervisor I and II, Clinical Social Worker and Clinical Psychologist must be available to attend meetings and visit families outside the standard work week set forth in Article 5, (hereinafter referred to as "alternative work schedule") the following provisions shall apply:

1. Employees assigned to the classifications or performing the work assignments set forth above on or after January 1, 2007 shall be subject to this section 5.3 (E), except that employees holding such positions or performing such work prior to that date shall not be obligated to but may voluntarily accept such alternative work schedule.
2. Employees working under this alternative work schedule shall submit their work schedule to their respective supervisor on the Friday before the week that is the subject of the scheduling sheet. With the approval of the supervisor, the employee shall schedule visits based upon the availability of families, even though the visits may be scheduled before 8:30 a.m. or after 4:00 p.m. The alternative work schedule shall not be utilized for meetings or visits with families that were not on

the employee's schedule that was approved by the supervisor, unless otherwise agreed to by the employee and the supervisor.

3. Employees shall not earn premium pay for attending such scheduled meetings or visits, unless they work in excess of the regular weekly work hours. Such employees may arrive at work after 8:30 a.m., or leave before 4:00 p.m. on days during which they are making in-home visits or attending meetings off-site before 8:30 a.m. or after 4:00 p.m. or as otherwise agreed to by the employee and the supervisor.

(F) In the event that an employee in DCYF or BHDDH, who is subject to an alternative work schedule on a voluntary basis only, transfers to another classification or is promoted into another position, and later returns to his/her prior position voluntarily within six (6) months, or involuntarily, the employee shall continue to be subject to an alternative work schedule on a voluntary basis. This provision shall not be construed to create transfer rights in excess of those already provided elsewhere in this Agreement, and shall only apply to employees "grandfathered" as above.

5.4 In the event it becomes necessary to change the scheduled work hours in any area, the parties hereto shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement.

5.5 No employee who has performed work before or after scheduled hours will be required by the State by reason thereof, to take time off to equalize his/her working hours.

5.6 When an employee is required in writing by the appointing authority or his/her designee to work in a higher class of position for a period of more than three (3) consecutive days, such employee shall receive the lowest salary rate of that higher class which will provide a salary increase over his/her present rate retroactive to the first day of such assignment. No employee shall be required to work in a higher class of position unless required to do so in writing within 48 hours of assignment.

Payment for the first thirty (30) days shall be made within six (6) pay periods of the third day. Subsequent payments shall be made at two (2) pay period intervals.

5.7 The "evening tour of duty" shall mean those hours worked between the hours of 3:00 p.m. and twelve midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 p.m. and 8:00 a.m.

5.8 An employee who works more than sixteen (16) hours of his/her scheduled work week during the "evening tour of duty" or the "night tour of duty" shall be compensated an additional seventy cents (.70) per hour as of the first pay period in July 1, 2004 for all hours worked over the

rate prescribed for the classification in which their work is performed.

5.9 Part-Time Employees- DHS

A. There shall be established a committee of three members appointed by Local 580 and three members selected by the State, to study the feasibility of hiring a limited number of part-time employees to supplement the existing social work force at DHS. If such committee determines that the hiring of such part-time employees is feasible, the state may hire or replace up to ten (10) part-time employees (minimum 20 hours per week) to fulfill social caseworker duties or such other duties as the parties may mutually agree, in DHS as a one-time only opportunity, that shall not establish a precedent for this or any other Local 580 Contract. The effective date of such hiring will be on or after June 30, 1998.

B. Such employees may be used as "floaters".

C. Part-time employees will supplement the existing work force. No full-time employee will be laid off as a consequence of the hiring of a part-time employee.

D. The seniority of such employees will be determined on a prorated basis based upon the number of hours the employee works. Such part-time class of position will be considered as a separate class of position in the seniority list, as such affects layoff, bumping, lateral transfers or such other personnel actions to which the parties agree that part-time employee seniority is applicable.

E. Such employees will not be eligible for full time educational leave.

5.10 In the event a department seeks to establish, for new or vacant positions only, alternative work weeks which may include Saturday, but not Sunday, or alternative work hours which shall begin no earlier than 7:30 a.m. and which shall end no later than 7:30 p.m., such department will notify the Union 45 calendar days in advance of the intended posting. Such notification shall include the classes of position, types of assignments, description of duties and anticipated geographical locations, which shall be available for bidding in accordance with Article 11.

The alternative work schedule for any employee, including the starting and quitting times on any work day and the specified work days and days off, will be fixed in advance.

The provisions of this new Article 5.10 will not be limited by Articles 5.1 or 5.3, except that the existing practices for lunch and coffee breaks will be continued.

During the notice period and prior to posting any such vacancy, the department shall make every effort to secure the Union's Agreement, which shall not be unreasonably withheld. In

the absence of such Agreement, the Union may pursue expedited arbitration under American Arbitration Association rules, bypassing all prior steps of the grievance procedure. The Union's withholding of Agreement shall be deemed unreasonable unless the Union can establish that the State acted unreasonably in seeking to implement its proposal under the Section.

ARTICLE 6 SALARY SCHEDULE

6.1 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.

6.2 It is agreed that each employee covered by this Agreement shall receive a salary in accordance with his/her class of position and pay grade as listed in Article 5, section 5.2 and the respective pay plans.

Such Pay Plans shall include the salary schedule effective as attached hereto, and shall reflect pay increases at the beginning of the first full pay period beginning in July as follows, as negotiated between the parties:

A.	July 1, 2009	2.5%
B.	July 1, 2010	3.0%
C.	July 1, 2011	3.0%

6.3 An employee appointed from employment or promotional lists shall receive a one-step increase at the satisfactory completion of the probationary period and shall receive an additional one-step increase each year thereafter until he/she has reached the maximum of his/her grade.

6.4 An employee with temporary status shall receive a one-step increase after serving one hundred thirty (130) days worked in his/her classification and each year thereafter shall receive an additional increase until he/she has reached the maximum of his/her grade.

6.5 Each employee shall be granted longevity increases according to the following formula:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE INCREASE ON BASE RATE</u>
5	5%
11	10%
15	15%
20	17.5%
25	20%

6.6 A. Applicable prior to July 1, 2001

Each employee who has successfully completed a four (4) course curriculum, approved in advance by the Personnel Administrator, shall be entitled to a one-step pay increment next above his/her current base step (or if the employee is at the maximum of the grade, an increment equal in amount to the difference between the last step in the pay range and that step immediately prior to it).

This increment will be effective at the start of the second pay period after submission of official notice of successful completion of the final (fourth) course to the State Division of Personnel.

B. Applicable on and after July 1, 2001

1. Persons employed prior to July 1, 2001 may retain the incentive increment paid under the prior provision of the 1996-2000 contract set forth in Section A above, but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of his/her employment with the State.
2. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to DOA's Office of Training and Development a written form giving up career increment retention under Paragraph 1.
3. Person first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their careers, subject to the following:
 - a. Each earned increment shall be retained for not more than four (4) years; and
 - b. Each employee shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three years or more after final payment of the previously earned increment.

6.7 Masters' Degree

A. Each employee covered by this Agreement who possesses a Masters' Degree obtained from an accredited school in Social Work, Rehabilitation Counseling, Counselor Education, Psychology or other job related Masters Degrees shall receive a salary increment for such degree in the amount of \$2,300, provided that the possession of such Masters Degree is not an educational requirement for the employee's classification.

This increment will be effective at the start of the second pay period after submission of the degree or transcript to the respective Department's Chief Personnel Officer.

6.8 Any employee classified as a Professionally Trained Casework Supervisor shall be compensated a salary no less than the salary paid to a Casework Supervisor who is receiving the Masters' Degree increment providing that the following item is equivalent: the step position within the comparative salary ranges.

6.9 It is agreed that any pay grade or fringe benefit adjustment, which shall occur during the life of this Agreement, shall be incorporated and be made a part thereof. This section 6.8 automatically expires on June 30, 2000 unless extended thereafter by mutual written Agreement.

6.10 Any new category of fringe benefits given to any other Union will be incorporated into Local 580 contracts after July 1, 1983. This Section 6.9 automatically expires on June 30, 2000 unless extended thereafter by mutual written agreement.

6.11 The State agrees to pay those Social Caseworker II, Clinical Social Workers, Social Service Analyst, Senior Quality Control Supervisors, Social Casework Supervisor II, Senior Casework Supervisor, and Chief Casework Supervisor who are assigned to the Department of Children Youth and Families a stipend in the amount of \$4000.00 per year effective June 30, 2001 which will be added to the base salary. The State agrees to pay those Assistant Administrators who are assigned to DCYF a stipend in the amount of \$1000.00 per year effective June 30, 2001 which will be added to the base salary.

ARTICLE 7 WORK LOADS

7.1 Work loads will be distributed equitably and fairly among employees in the bargaining unit.

7.2 There shall be established a committee composed of representatives of both parties hereto to consider a solution to the problem of caseloads. In the event such solution cannot be reached within two (2) months of the date of the signing of this Agreement, then either party may refer the problem to the Director of Administration under 39.2(e). In the event no Agreement is reached at this level, then either party may refer the problem to arbitration under Article 40 herein.

7.3 DCYF Provisions

A. Notwithstanding any provision of the collective bargaining agreement or any prior arbitration award relating to case load or workload assignment to the contrary, the State shall endeavor to achieve a caseload assignment not to exceed fourteen (14) families for caseworkers assigned to Family Service Units at DCYF with respect to which the employee shall perform all required social work functions.

- 1.** An arbitrator shall have no authority to find a caseload violation or to issue a remedial order against the State unless the Union can establish the following:
 - a)** A case worker assigned to the Family Service Unit has been assigned a caseload in excess of fourteen families, and
 - b)** The Department has failed to offer or has denied reasonably sufficient overtime to the caseworker assigned to the Family Service to absorb the assigned duties; provided, no caseworker shall be required to work excessive overtime for unreasonably extended periods of time, and
 - c)** The case worker was required to perform the essential casework duties outside of his or her normal hours of employment; or

d) An employee carrying a caseload in excess of fourteen families has been disciplined or has received a negative evaluation solely as a direct consequence of carrying a caseload in excess of fourteen families, and

2. The remedial power of an arbitrator is further limited as follows:
 - a) The arbitrator shall have no authority to order the State to hire additional staff.
 - b) Any compensation shall be based upon lost overtime earning opportunities only.

B. The State agrees to establish a Case Monitoring Unit within DCYF and to staff such unit with existing employees who are assigned to DCYF. This unit will have responsibility for monitoring cases that have been designated as appropriate for such monitoring. The criteria for placing a case in the Case Monitoring Unit shall be jointly established by the Union and the Department through the Standing Labor Management Work Group. The parties also recognize that the criteria for referring cases to the Case Monitoring Unit may change from time to time and therefore it is the responsibility of the parties to resolve such issues through the Standing Labor-Management Work Group. In the event that the parties do not reach agreement and/or resolve issues regarding the criteria the Department retains the right to establish such criteria.

The parties recognize that the referral of families to the DCYF is beyond the control of the State and the Union. As a result the parties agree to establish a Standing Labor-Management Work Group to work diligently together jointly in an effort to achieve a caseload assignment of fourteen (14) families assigned to social workers assigned to the Family Service Units. The Work Group will also address the establishment of criteria for referring cases to the Case Monitoring Unit referenced above.

7.4 DHS Provisions

Notwithstanding any provision of the collective bargaining agreement or any prior arbitration award relating to caseload or workload assignment to the contrary, an individual employee's workload within General Public Assistance shall be increased to 90 cases. The supervisory worker ratio within the department shall be one to seven. The parties agree that the ratio shall not take into account clerical staff, cleaning staff or any other class of position except the social case worker classes.

7.5 NIC and Adult Service caseloads shall be merged into a Long-Term Care Unit, providing, however, that existing adult service staff shall not be assigned intakes and Waiver

Channeling referrals, and existing NIC staff shall not be assigned adult service cases unless existing individual NIC and Adult staff members choose such assignments. Redeterminations and maintenance of active NIC cases shall be maintained by the entire long-term care staff.

7.6 The parties recognize that Federal reimbursement for social services provided by the bargaining unit may decrease in the amount of existing appropriations for each respective Department. In the event that it becomes necessary, the parties shall meet and confer as to the impact of said decrease in existing Federal reimbursement and attempt to reach a solution as to this problem. In the event no agreement is reached, then either party may refer the problem to arbitration under Article 40.

7.7 The parties agree to resolve A.A.A. #11-390-00432-00 by compensating social caseworkers for caseload violations between March, 1997 through June 30, 2001 by applying the remedial formula (Dorr II) as specified in the Stipulated Award executed by Arbitrator Mark Grossman in A.A.A. #11-390-01556-95.

The Union and the State each agrees to withdraw its appeal from the judgment entered by Mr. Justice Michael Silverstein in the case entitled: State of R.I., Department of Children, Youth and Families v. Rhode Island Alliance of Social Services Employees; C.A. No. 2000-0159 and C.A. No. 99-0349. The parties agree that both the work load agreement and Arbitrator Roberta Golick's award in Case number 11-390-1409-96 shall have no force and effect. The parties agree that neither party will offer the Silverstein judgment as a precedent in any other pending or future matter.

ARTICLE 8 OVERTIME

8.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an appointing authority may direct or authorize overtime work, subject to the provisions of this Article.

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

8.3 A. Time and one-half shall be paid for all work performed in excess of thirty-five (35) hours for those employees scheduled to work in a thirty-five (35) hour week, thirty-seven and one half (37 1/2) hours for those employees scheduled to work a thirty-seven and one half (37 1/2) hour work week, and forty (40) hours for those employees scheduled to work a forty

(40) hour week as specified in Article 5, section 5.2.

B. Compensatory Time:

(1) An employee assigned to a 35 hours or 37 1/2 hours per week work schedule, who would otherwise be entitled to be paid at an overtime rate, may opt to be compensated for work performed in excess of 35 hours (or 37 1/2 hours, if appropriate), and up to and including 40 hours in a week, in the form of compensatory time at the rate of time and one half hours for each such hour worked between 35 hours or 37 1/2 hours and 40 hours.

(2) Accrual of such compensatory time shall be capped at 35 hours per fiscal year; thereafter, payment at the overtime rate is required.

(3) Employees who request the discharge of compensatory time shall not be unreasonably denied.

(4) Employees must discharge accrued compensatory time before discharging accrued vacation.

(5) Compensatory time shall be accrued and discharged before the end of the fiscal year. If the discharge of accrued compensatory time is denied, then the compensatory time shall be converted to payment at the overtime rate, and paid prior to the end of the fiscal year in which the overtime was worked.

(6) Nothing herein shall be construed to require employees to opt for compensatory time, as opposed to payment for such overtime work.

8.4 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 (1 1/2) times.

8.5 Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective division and class of position in accordance with seniority. An employee offered overtime who refuses it shall not be offered it again until his/her name comes up again in the seniority rotation. A record of overtime work will be furnished to the Union at its request.

8.6 Hours, which are paid for but not actually worked, except for sick leave, shall be counted as hours worked for the purpose of computing overtime in accordance with R.I.G.L. 36-4-63.

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

8.8 Employees who receive emergency telephone calls outside their normal work hours, and such calls were not solicited by the employee shall be compensated a minimum of ~ hour, or the actual time spent, if greater, at the overtime rate. Compensation is dependent on the telephone calls being the result of Departmental policy or action, and on whether the Department is reasonably satisfied of the preceding.

ARTICLE 9 HOLIDAYS

9.1 The following shall constitute the official holidays:

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

Any day which a general election of State Officers is held, as Election Day.

Any day which the Governor may appoint as a holiday.

Any day which shall hereafter be appointed as a holiday by the General Assembly.

9.2 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 days, and he/she shall be credited with the number of hours in his/her official work schedule for that day.

9.3 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 day in his/her official work schedule. The hours so credited for this day shall not be used in the computation of overtime.

9.4 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.

9.5 A non-standard employee required to work on a holiday shall be compensated for an additional seven (7) hours at his/her base hourly pay rate.

9.6 The State agrees to guarantee its employees the same number of days off with pay as are

listed in Article 9, section 9.1. In the event any such holiday is removed, the time shall be treated as additional personal leave days.

ARTICLE 10 SPECIAL TIME OFF

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

1. The Department of Administration 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 Department of Administration.
4. The provisions shall not be used in the event that there is a financial crisis. The discharge of sick leave under this provision shall be counted as hours worked for the purpose of computing overtime entitlement.

10.2 Employees may be required by the Administration from time to time to attend conferences, meetings, public hearings, workshops, forums, lectures, discussion groups, state sponsored in-service training programs, community and institutional educational offerings and any other assemblies of professional interest. Employees may also initiate requests to attend such events. The granting of requests is the prerogative of the Director. When such requests are considered appropriate, they will be granted fairly and equitably to employees within the bargaining unit in accordance with job-relatedness and seniority. Every effort will be made by the Department to insure consistency in the granting of these leaves with pay.

10.3 Annual Summer Outing

A. State employees who are represented by Local 580, who desire to attend Local 580's Annual Outing will be permitted to have leave for one-half of their work day on the day of the

outing. Two hours of such leave will be paid by the State. The balance of such leave may be paid by deduction from an employee's accrued vacation leave, personal leave or accrued compensatory time-off.

B. Those employees who cannot be granted such leave on the date of the Annual outing to attend the outing will be granted two hours of compensatory time off at a later date. Such leave with pay, or compensatory time off, will be available only to those employees who either attend the outing or who were unable to attend the outing because they were required to remain at work to provide services to the public. Such leave with pay, or compensatory time off, will be available to an employee only once during the calendar year.

C. The Special Time Off provisions in 10.1 or 10.2 of this Article will not be applicable on the date of the Annual outing with regard to such outing.

D. The preceding three paragraphs will be deemed to modify the State's 1995 policy with regard to future Union-sponsored outings.

ARTICLE 11

SENIORITY

11.1 It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of shift preference, transfer, days off, vacation time, holiday time, lay-off and recalls.

11.2 Primary seniority is defined as length of service in a class of position. Seniority in the prior lower class of position in which the employee has worked shall be termed "secondary seniority." Length of time worked in classes of positions represented in this Agreement shall be defined as "tertiary seniority." Seniority based on length of time in State service shall be defined as "State seniority."

11.3 The appointing authority shall prepare and forward to the secretary of the Union a seniority list of employees by class of positions. Seniority lists will be revised when necessary and shall be prepared and posted on approved bulletin boards showing the employee's name, class of position and seniority, primary and State. All new and vacant job assignments and personnel positions shall be posted on the Union bulletin board for a period of five (5) working days. Vacancy notices throughout the State shall be posted on the Internet. Employees applying for such vacancies shall make a request in writing to the Personnel Officer no later than three (3)

working days after the posting period.

11.4 Promotions: When there are six (6) or more members of Local 580 on the certified promotional list, the vacancy shall be filled from among those who are members of Local 580. Where there are less than six (6) members of Local 580 on the certified promotional list every effort will be made to promote from the members of Local 580, however selection shall be made from among the six (6). The State agrees that when a position, which is represented by Local 580 is posted the State will make every effort to fill the position with a member from within Local 580 bargaining units. The Union agrees to form work groups to work with management within each department represented by Local 580 to examine, review and amend the current classification job descriptions along with the qualifications for appointment to such classes of positions.

11.5 Layoff

The State may layoff employees because of lack of work or other legitimate reasons, in accordance with the provisions of Article 11. In the event of layoff, employees shall be laid off in the following order according to primary seniority within a class of position in a Department. That employee shall then displace the least senior employee in that class of position within the bargaining unit on the basis of primary seniority in the following order:

- A. (1) Those with temporary status - the status of an employee appointed to fill a vacancy in classified service in a situation where no appropriate civil service list exists.
- (2) Those with provisional status - the status of an employee who has served in a position for one year holding temporary status and for whose position no appropriate civil service list exists.
- (3) Those with probationary status - the status of an employee who has been appointed to a position of classified service from an appropriate civil service list and who is serving on a probationary period of one-hundred thirty (130) days worked which began on the first day of his/her appointment to the position.
- (4) Those with permanent and statutory status - the status of an employee who has been appointed to a position of classified service from an appropriate civil service list and who also has successfully completed a probationary period of one hundred thirty (130) days worked following said appointment.

B. An employee with permanent status may exercise his/her total seniority, defined as primary, secondary, tertiary, and State, to displace the least senior employee in a lower class of position in which he/she has previously had permanent status in Local 580 bargaining units within DHS, BHDDH, DCYF, DOA or CORRECTIONS, in accordance with Section 11.4A.

C. Employees with Temporary, Provisional, Probationary, or Permanent status shall have the right to exercise greater secondary seniority to displace the least senior employee within Local 580 bargaining units in DHS, BHDDH, DCYF, DOA or CORRECTIONS in accordance with Section 11.4A.

D. An employee who is unable to successfully exercise his/her total seniority shall be offered another position he/she can perform if there is an opening. Should that opening be more than two (2) grades less than that being currently paid said employee, that employee may refuse that opening and be laid off.

E. In the application of (A) through (D), the State will attempt to waive or modify any regulation or law, which would in any way impair their implementation.

F. There shall be no overtime worked in a class of position within a Department from which class there has been an actual reduction in force resulting from layoff and there are employees on lay-off and available for work, provided the State may laterally transfer employees to temporary duty for emergency coverage for a period of time of not more than five (5) days, which period may be extended by mutual agreement.

11.6 A. The State agrees to notify the Union of any reduction in force as far in advance of notification to affect employees as is possible. The information to be furnished to the Union will be the classes of position initially affected, the number of employees involved, the proposed effective date, and the reasons for the action.

B. The State will notify the Union of its efforts to minimize the adverse affects on employees prior to taking any lay-off measures.

C. Written notice of lay-off shall be given fifteen (15) working days prior to the effective date to the employee so affected and the Union.

11.7 A. Recall of any employee who has been laid off shall be in the reverse order of that stated in 11.4A for lay-off. Any person who has held permanent, probationary, or provisional status and who has been laid off shall have his/her name placed on a preferred re-employment list. No appointment may be made in any class of position covered by this Agreement in a class

affected by a lay-off while an employee who has been laid off is available for certification from that preferred re-employment list. Seniority shall accrue to employees while on re-employment list.

B. Employees to be recalled from lay-off shall be given written notice, which shall be sent by certified mail to their last known address, return receipt requested. Notification shall be a minimum of one calendar week prior to the date that the employee is required to report to work.

C. At such time as there is a recall of employees laid off, then each employee who elected to take a different class of position will be returned to his/her previous position and all seniority in said position shall be as if the employee were always in that position.

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

11.9 Any employee who holds permanent, probationary or provisional status and has been laid off shall have his/her name placed on an appropriate re-employment list for three (3) years from the date of termination. Seniority shall accrue to such employees while on said re-employment list. Unpaid sick leave and personal leave accruals will be frozen for three (3) years from date of layoff.

11.10 While the impact of realignment of work forces or technological change may not result in a reduction in force, the State and the Union recognize that employees may be adversely affected by such changes. Therefore, the State agrees to fully consult with the Union prior to implementation on procedures to be followed in reducing these adverse effects.

11.11 Employees appointed from employment or promotional lists shall serve a probationary period of one hundred thirty (130) days worked during which time the appointing authority shall report to the Personnel 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 Personnel Administrator a statement in writing that the services of the employee during the probationary period have not been satisfactory and that it is desired that he/she not be continued in the service, he/she shall receive permanent status in his/her classification. Each new employee not appointed from a list shall be considered a temporary employee.

11.12 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.

11.13 Seniority shall be considered broken for the following reasons only:

- A. When an employee has been discharged for just cause;
- B. When an employee voluntarily terminated his/her employment;
- C. When an employee fails to respond to a recall notice;
- D. When an employee fails to notify his/her Departmental Director or his/her designee of his/her absence from working within five (5) working days unless extenuating circumstance prohibit such notice;
- E. When an employee fails to renew a leave of absence;
- F. When an employee engages in other work without authorization while on leave of absence;
- G. When an employee is laid off in excess of three (3) consecutive years;
- H. When an employee is on Leave Without Pay due to accepting a position outside the recognized bargaining unit of Local 580 for a period of in excess of six (6) months, unless such employee has begun to serve his/her probationary period. In such instance, seniority shall continue to accrue until such probationary period is completed.

11.14 The State and the Union hereby agree that the following shall apply to the filling of new or vacant job assignments occurring in the bargaining unit. The foregoing does not apply to promotions, but is restricted to the lateral transfer of an employee in the bargaining unit from one assignment to a new or vacant one in the same class of positions.

- A. In the Departments of HS, BHDDH, CORRECTIONS, and CYF, new or vacant job assignments are to be posted on the Union bulletin boards throughout all Departments. Such posting will describe the type of assignment, description of duties and geographical location. Postings will include the date on which the new job assignment is to be filled. Employees applying for such vacancies must be available on the date specified in the posting, and the Department will complete the transfer as of that date. The Union shall be notified of the name of the employee transferring and the effective date of the transfer. The employee who accepts the lateral transfer must stay in said position for a minimum of six (6) months.
- B. In the Department of HS and CYF, the employee with the greatest primary seniority from the Department in which the vacancy occurs shall be given preference.

In the event that no employee applies from the Department in which the assignment occurs, the vacancy shall be filled from one of the top three (3) primary seniority employees

making application from other Departments within the bargaining unit. In the event that only two (2) employees apply for said assignment, the vacancy shall be filled by one of those two applicants. In the event that only one (1) employee applies for said assignment, that employee shall be given preference.

C. In the Departments of BHDDH and CORRECTIONS, the employee with the greatest primary seniority applying for such an assignment from the division in which the vacancy occurs shall be given preference. In the event that no employee applies from the division in which the assignment occurs, preference is given to the employee with the greatest primary seniority making application from the Department. Preference, therefore, will be given in the following order:

1. The division of which the agency is a part.
2. The Department in which the division is a part.
3. Other Departments: In the event that no employee applies from the Department in which the assignment occurs, the vacancy shall be filled from one of the top three (3) primary seniority employees making application from other Departments within the bargaining unit. In the event that only two (2) employees apply for said assignment, the vacancy shall be filled by one (1) of those two (2) applicants. In the event that only one (1) employee applies for said assignment the employee shall be given preference.

D. Should no employee apply, and the appointing authority wishes to fill said assignment through intra-departmental transfer, reverse seniority shall prevail as follows:

In the Department of BHDDH, reverse seniority shall be restricted to the Division in which said new or vacant assignment occurs; in the Department of HS, it shall be restricted to the unit (such as Family and Independence Program, Long Term care/Adult Services, general public assistance, Vocational Rehabilitation, Services to the Blind and visually Impaired, etc.) in which said assignment occurs; in the Department of CYF, it shall be restricted to the Division (such as Child Protective Services, Community Resources, and Family Services, etc.) in which said assignment occurs. The provisions of this Section D shall not be utilized to change hours or work week schedules (days of the week) as otherwise permitted under Article 5.10

E. No employee may apply for transfer until completion of his/her probationary period.

F. Should there be no bidders from the Department in which said new or vacant job assignment

occurs, said assignment shall be filled in accordance with the procedure set forth in Section B above. The employee making such a transfer would break his/her seniority as it applies to eligibility for educational leave in the Department to which he/she has transferred.

G. Prior to a scheduled transfer, an employee will be given a reasonable period of time to terminate his/her existing case responsibilities. No new case assignments will be made during this period. Former case responsibility terminates at the time of the transfer.

11.15 Employees classified as Professionally Trained Casework Supervisor will be allowed to apply for new or vacant Casework Supervisor assignments. The foregoing is for the purpose of transfers only and shall have no effect on title of position or seniority.

11.16 Voluntary Zero Seniority Day Program

The following provisions shall control operations under this program:

A. The State may conduct a special bidding and transfer program, herein referred to as Zero Seniority Day, no later than June 15 of each year. Said program shall consist of allowing those employees who agree to relinquish their present assignments to bid on all vacancies in their job title which are available within their respective Department on that date. Only those employees who voluntarily agree to participate in Zero Seniority Day shall be eligible to be included, and the State shall have no right to order an employee to participate. Preference in rebidding assignments shall be granted in accordance with Primary seniority.

B. The respective Departments shall notify the Union in writing, no later than each May 1st if it wishes to conduct a Zero Day Seniority bidding session. Such notices shall include the classes of positions, types of assignments, description of duties and anticipated geographical locations, which may be available for bidding.

Any member eligible to participate in Zero Day Seniority bidding who wishes to vacate his/her assignment must notify his/her Department, in writing, no later than May 15. Should the employee decide to withdraw his/her request, he/she must notify the Department, in writing, no later than May 23. Within ten (10) working days from May 23, the Department shall notify the participating employees, in writing of the date, time and location of the bidding session, to be held no later than June 15.

Management shall have the right to determine the type of assignment and geographical location for those vacated assignments. The number of job assignments available for Zero Day Seniority bidding shall equal the number of vacated job assignments in each respective class of

position.

At the bidding session, participating employees shall bid on vacant assignments within their class of position on the basis of primary seniority. All vacant assignments shall be posted simultaneously in one location, in full view of the participants. Such posting shall include the type of assignment, description of duties, geographical location and the date on which the new assignment is to be filled. Employees applying for such vacancies must be available on the date specified in the posting and the Department will complete the transfer as of that date.

The employee who participates in Zero Day Seniority bidding must stay in the new position for a minimum of six (6) months.

11.17 In the event that more than one (1) employee in a class of position has the same seniority (Primary and State), the order of seniority shall be determined between the employees by drawing lots.

11.18 For the purpose of lateral transfer only, all employees who were involuntarily transferred across Department lines shall be considered for transfer back to their former Department, by seniority, as if they were still in said former Department. The foregoing shall not apply to employees who have exercised transfer rights from the Department to which they were involuntarily transferred, to any other Department.

11.19 Reorganization

Mandatory Zero Day Seniority Program

A. No reorganization utilizing the provisions of this section shall be implemented prior to April 1, 1998.

B. A "department" within the meaning of this Article 11.19 includes the following departments:

1. BHDDH
2. DHS
3. DOC
4. DCYF

C. There shall be at least 18 months between utilization of the mandatory zero day seniority program in any department; provided, a mandatory zero seniority day procedure may take place sooner than 18 months following the last procedure in the same department if there is a compelling reason resulting from state or federal judicial order, state or federal legislation, or action by a federal regulatory agency. A reorganization may be implemented on a staggered

basis, in which case the 18-month period will begin at the end of the final stage of implementation of any staggered reorganization. The period for staggered implementation of reorganization shall not exceed six months unless there is mutual agreement.

D. Any department that desires to utilize such mandatory zero day seniority program may do so in accordance with the following provisions:

1. The department shall give the Union President notification at least fifteen (15) working days in advance of the notification to affected bargaining unit members. Such notification shall include the reorganization plan of the department including the time frame for staggered implementation; the approval of such plan by the Director of Administration; and documentation of the need for such reorganization.

2. The department shall give notification to affected bargaining unit members thirty (30) working days in advance of conducting the bidding procedure.

3. The Union and the State will meet to discuss the state's plan for such reorganization. Such plan shall include the classes of positions, type of assignments, description of duties and anticipated geographical locations, which shall be available for bidding, and the names of designated participants. Management shall have the right to determine the type of assignment and geographical location for the assignments.

4. The department will attempt to implement the reorganization on a voluntary basis; provided, if the department deems voluntary participation to be insufficient, there will be mandatory participation of designated bargaining unit employees within the department within the affected classes of position designated for that department's mandatory zero day seniority procedure. The number of job assignments available for zero seniority day bidding shall equal or exceed the number of vacated job assignments in each respective class of position.

5. At the bidding session, participating employees shall bid on vacant assignments within their class of position on the basis of primary seniority. All vacant assignments shall be posted simultaneously in one location, in full view of, the participants. Such posting shall include the type of assignment, description of duties, geographical location and the date on which the new assignment is to be filled. Employees applying for such vacancies must be available on the date specified in the posting and the Department will complete the transfer as of that date. An employee may designate a proxy to represent him/her at such bidding session.

6. Mandatory zero day seniority provisions shall not be utilized to change hours or

work week schedules (day of the week) except that one out of each two positions which exceed the number of mandated positions may be posted as a work week or work hours for a new or vacant position within the meaning of Article 5.10.

E. Grievances arising under this Article 11.19 shall not be arbitrable except for the following items which may be submitted to expedited arbitration under the AAA expedited arbitration rules, with a bypass of the previous steps of the grievance procedure:

1. Compliance with the procedural requirements of this Article.
2. Under subsection C, whether there is a compelling reason for a department to implement a new mandatory zero seniority day procedure sooner than 18 months after the previous utilization.

ARTICLE 12 VACATION LEAVE

12.1 Each member of the bargaining unit shall be entitled to vacation leave with pay, subject to the provisions of the Article.

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

	<u>Years of Service</u>	<u>Schedule</u>
1.	At least six (6) months but not more than five (5) years	10 Working Days
2.	At least five (5) years but not more than ten (10) years	15 Working Days
3.	At least ten (10) years but not more than fifteen (15) years	18 Working Days
4.	At least fifteen (15) years but not more than twenty (20) years	20 Working Days
5.	At least twenty (20) years but not more than twenty-five (25) years	26 Working Days
6.	Twenty (25) years or more	28 Working Days

For employees whose work week is thirty-seven and one-half (37.5) hours (CANTS positions), vacation leave shall be proportionately increased as compared either to the 35-hour work week or the 40-hour work week.

12.3 Employees shall accrue vacation leave according to the following schedule:

<u>Years of Service</u>	<u>Total Days</u>	<u>%Accrual</u>
0-5	10	.0385
5-10	15	.0577
10-15	18	.0693
15-20	20	.0770
20-25	26	.1000
Over 25	28	.1077

Employees shall be credited with the following vacation days on each January 1st in advance of accumulating the same as set forth above:

<u>Years of Service</u>	<u>Total Days</u>
Six months to 10 years	2
Ten Years to Twenty Years	4
Twenty and Over	9

12.4 Vacation leave shall not be discharged by the employee until completion of thirteen (13) initial BI-weekly pay periods of employment in State Service. Vacation leave credits will accumulate during this time.

Discharge of accrued vacation leave will not be denied by reason of transfer, promotion, or re-employment from a re-employment list.

12.5 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.

12.6 Department Directors shall assign vacation leave with justice and equity in accordance with employee requests. Such approval shall not be unreasonably withheld.

12.7 Each employee shall be allowed to take at least three (3) consecutive weeks of vacation at

some time during the calendar year.

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

12.9 Employees may be allowed to carry over from one year to another not more than the vacation time accrued and credited in one (1) year. However, in the event an employee is denied the opportunity to use requested, accrued vacation time by an administrative decision of the Department, the employee may carryover that amount in excess of one year's vacation accrual to the next year, provided the time in excess of one year's vacation accrual is discharged within the first quarter of the subsequent calendar year. Such carryover days to a second consecutive year shall be for use only and shall not be subject to cash out under this Article or other provision of the contract or statute beyond the number of vacations days which were eligible for cash out in the first year of such carryover. Nothing in these Articles should diminish the carryover rights of employees who participate in the pay deferral agreement.

12.10 The State agrees to allow employees to freeze any vacation time accrued during the calendar year 1983 that would be in excess of the one (1) year vacation carryover entitlement for which he/she would have been eligible to receive compensation under Article 12.10 of the predecessor Agreements.

ARTICLE 13

SICK LEAVE

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

13.2 Employees whose basic work week is thirty-five (35) hours or in the non-standard category shall accrue four (4) hours for each bi-weekly period of service; Employees whose basic work week is thirty-seven and one half (37.5) hours shall accrue four and one-half (4.5) hours for each bi-weekly pay period of service.

Employees whose basic work week is forty (40) hours shall accrue five (5) hours for each BI-weekly period of service. When the total accumulation shall amount to 875 hours (125) days for an employee assigned to a thirty-five (35) hour schedule or a non-standard schedule, 937.5

hours (125 days) for an employee assigned to a 37-1/2 (37.5) hour schedule and 1000 hours (125 days) for an employee assigned to a forty (40) hour schedule; no further credit shall accrue until the total shall have been reduced to less than the maximum.

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

A thirty-five (35) hour a 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 and including 630 hours and 75% pay for all accrued sick leave over 630 hours up to and including 875 hours.

A thirty-seven and one-half (37.5) hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 429 hours up to and including 675 hours and 75% pay for all accrued sick leave over 675 hours up to and including 937.5 hours.

A forty (40) hour a 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 sick leave over 720 hours up to and including 1000 hours.

13.4 The Department Director shall require a physician's certificate or other satisfactory evidence whenever an employee has discharged three (3) consecutive days of paid sick leave.

13.5 Whenever an employee shall be absent from his/her duties and receiving compensation as provided in the Worker's compensation Laws, he/she may be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition to Worker's 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. However, if it shall be determined that the injury resulted from a physical assault arising out of the regular course of employment the employee's sick leave shall not be reduced for the first twenty-six (26) weeks of the disability arising from such an assault. During the twenty-seventh (27th) week and thereafter for the duration of the employee's disability, deductions from accumulated sick leave credit shall be applied as indicated above.

13.6 Any employee whose employment requires exposure to contagious disease, x-rays, or other unusual employment hazard arising out of his/her regular course of employment, shall be granted special sick leave credits not to exceed 120 hours in a calendar year if he/she is a 40 hour employee, 105 hours in a calendar year if he/she is a 35 hour or non-standard employee, or 112.5 hours in a calendar year if he/she is 37.5 hour employee. Such sick leave credits shall be available and sick leave granted upon the approval by the Personnel Administrator of the written recommendation of the appointing authority. Such recommendation shall be based upon a determination by blood tests or other approved method and supported by a statement from a qualified physician that the health of the employee required such sick leave to permit recuperation from exposure to such occupational hazards. And such sick leave shall not be unreasonably withheld.

13.7 In the event of quarantine by the Board of Health, resulting from contagion to which the employee is exposed in the course of his/her duties, time shall be allowed with no loss of pay and no deductions from sick leave credits.

13.8 Upon voluntary or involuntary termination of an employee, his/her accrued sick leave credits will be frozen for one (1) year while his/her name is on the re-employment list.

When an individual is hired from the re-employment list, these frozen sick leave credits will be automatically added to his/her account and the employee will be able to discharge such time when it is necessary that he/she does so.

If the employee does not become re-employed within one (1) year, the frozen sick leave credits will be voided.

13.9 Sick Leave Bank

1. The State and the Union agree to maintain a Sick Leave Bank Committee who shall be responsible to administer a Sick Leave Bank. The sick leave bank shall be administered on a statewide basis.
2. The Sick Leave Bank Committee shall be composed of six members, three (3) of whom shall be appointed by the President of the Union and three (3) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be majority vote shall be final and shall not be subject to the grievance and arbitration provisions of the contract.
3. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:

- A. 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.
 - B. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).
 - C. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned a forty (40) hour work week, 420 hours per employee assigned to a thirty-five (35) hour work week and 450 hours per employee assigned to a thirty-seven and one half (37.5) hour work week. Hours granted shall not exceed the total hours available in the Bank.
 - D. Employees may make contributions to the Sick Leave Bank at any time during each calendar year.
 - E. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
 - F. Part-time employees may participate on a pro rated basis.
4. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.

ARTICLE 14

BEREAVEMENT LEAVE

14.1 In the event of death in the employee's family, the employee shall be entitled to absence with full pay not chargeable to any leave accumulation, provided that the Department is reasonably satisfied of the request, according to the following schedule: For spouse, child (including foster child, step child and a child of domestic partner residing in the employee's home), mother, father, brother, sister, and domestic partner, the leave shall be four (4) days; For mother-in-law, father-in-law, grandmother, grandfather, grandchild, and any other family relative residing in the employee's household, the leave shall be three (3) days; For son-in-law, daughter-in-law, brother-in-law and sister-in-law, the leave shall be one (1) day. Any needed additional days required by the employee shall be utilized from the employee's Vacation or Personal accumulation. Any sick leave request must be in accordance with Article 13.

ARTICLE 15
PREGNANCY/PARENTAL LEAVE

15.1 Pregnancy leave will be granted under the same conditions as sick leave is granted under this Agreement. The commencement, duration and expiration of such leave shall be determined on the basis of the pregnant employee's physician.

Any pregnant employee who exhausts available sick leave and who remains unable to return to work shall be entitled to apply for and receive a leave without pay for such time as is necessary for the pregnant employee to complete recovery, which shall be determined by the employee's physician.

At the expiration of such leave, the employee shall be returned to the position from which she is on leave at the same step of the then current pay range for her class of position.

15.2 Parental leave shall be defined as leave without pay for the purpose of child raising 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 30 days prior to expiration of the leave period. Parental leave shall not exceed a period of one (1) year.

At the expiration of parental 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 16
PERSONAL BUSINESS LEAVE

16.1 The State shall allow each member a total of four (4) day's leave with pay per year for the purpose of personal business and religious observance. Personal business leave may be used for religious observance such a Good Friday afternoon, the one-half day off on the day before Christmas, and the one-half day before New Year's Day and other holy days for the members of various religious beliefs. The State shall not require a member to give a reason as a condition of approving the use of personal leave, providing however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of Division functions, and that a member who has exhausted his/her personal leave credits shall

charge approved absences from work necessitated by personal business or religious observance to accumulated vacation or other credits, excluding sick leave. Personal leave shall not be carried over from year to year.

16.2 The State agrees to guarantee its employees the same number of days off with pay as are listed in Article 9, section 9.1. In the event any such holiday is removed, the time shall be treated as additional personal leave days.

ARTICLE 17

HEALTH AND WELFARE

17.1 The State will provide to employees covered by this Agreement individual or family medical coverage described in the Summary Plan Document; Active Employees PPO Plan, for Group Number 707837, Effective Date: May 1, 2005 (Hereinafter referred to as the "Summary Plan"). If any of the terms in this Agreement for co-pays, or other items of medical coverage, conflict with the Summary Plan, the terms and provisions contained herein shall supersede and control over the terms and provisions of the Summary Plan.

17.2 Retiree Health Insurance - The State and the Union have agreed that any employee covered by the Contract who retires in accordance with RIGL 36-8-1 et. seq. shall be able to elect to receive individual medical coverage. 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. No provision of the collective bargaining agreement shall provide benefits inconsistent with such law.

An employee who receives individual medical coverage must give his/her appointing authority not less than thirty (30) days' notice of his/her intention to retire.

An employee who receives individual medical care coverage shall receive coverage as set forth in the Summary Plan or its equivalent. For employees retiring on or before September 30, 2008: If an employee retires under this provision prior to reaching age 65, in that event, when such an employee reaches age 65, the State agrees to pay the cost of individual Plan 65 or its equivalent. If an employee has already reached age 65 and elects to receive individual medical coverage under the provision, the State agrees to pay the cost of individual Plan 65 or its equivalent. For employees retiring after September 30, 2008, retiree medical coverage shall be governed by the provisions of RIGL§ 36-12-4.

An employee who elects individual medical coverage under this provision may elect to purchase medical coverage for the family at his/her expense at the group rate.

17.3 The State will provide for all employees covered by this Agreement, an individual and family coverage dental plan, as described in the document attached hereto as Exhibit A. Effective January 1, 2009, the following dental change shall be in effect:

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

17.4 Coverage under the dental program shall be \$1,200. The State will provide each employee covered by this Agreement the option to purchase additional dental coverage at the employee's own expense.

17.5 The State will provide for all employees covered by this Agreement, an individual and family vision/optical care program as described in the document attached hereto as Exhibit B.

17.6 The State will make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.

17.7 The State will take prompt and appropriate action to correct any unsafe conditions or actions, which are reported to it.

17.8 The respective Departmental Director shall designate a safety representative for each office who will be responsible for reporting any hazardous or unsafe conditions observed by him/her or reported to him/her to the Department Director for appropriate corrective action.

17.9 The state shall make all reasonable efforts to see that state owned, State rented, and state leased buildings where employees are assigned to work shall meet all appropriate and applicable fire, health, safety and building codes.

17.10 The state shall clean, repair, or replace articles of clothing and repair or replace such items as eyeglasses and hearing aids damaged as a direct result of a client's action while the employee is in the performance of his/her duties, provided the department is reasonably satisfied of the preceding.

17.11 No employee shall be required to make visits to areas in which his /her personal health and safety will be endangered. No employee shall be required to accept a work assignment, which would bring that employee or his/her family into danger as to health and safety. When a situation of concern arises, the employee should discuss it with his/her immediate supervisor in accordance with Department guidelines.

17.12 The state agrees to provide all benefits listed above for a period of three (3) months for all employees covered by this Agreement who are on lay-off status.

17.13 The State agrees to provide first aid kits at work locations where employees are assigned to work. It is further agreed that the Division of Personnel will sponsor first aid training courses for employees to participate in.

17.14 State Health Benefits Plan

A. The state health benefits plan for persons covered by this Agreement shall contain the following provisions until September 30, 2008:

1. \$10 co-pay for doctors' office visits
2. Employee Drug Co-Pay The employee drug co-pay shall be as follows:

<u>Generic</u>	<u>Formulary</u>	<u>Non-formulary</u>
\$5.00	\$12.00	\$30.00
3. cash bonus for waiving family coverage:
\$2,000 per year, each year, prorated for less than a full year,
available to an employee whose spouse is not a State employee and has family coverage with a different employer or whose spouse is a State employee with family coverage.

B. Health Benefits Effective on and after July 1, 1999

1. The parties will jointly review proposals from health care providers for coverage's to be effective on or after July 1, 1999.

2. In an effort to reach an agreement on any change in health care coverage to be effective on and after July 1, 1999, the Alliance will participate in joint bargaining over health care coverage with other unions willing to do so and the State, provided that all such unions represent in the aggregate more than fifty percent of unionized state employees. The State will work cooperatively with the Union(s) to establish a written protocol for such joint bargaining.

C. The State will offer to unionized active State employees a product such as "Blue Cross Healthmate Coast to Coast" and/or "United Health Care's Choice Plus (Nationwide)" or a substantially equivalent package of benefits delivered through a PPO. An indemnity plan (e.g. Classic Blue) will no longer be offered.

The State will explore the feasibility of offering a drug mail order program which will be less expensive for both the State and employees.

D. (1) Effective July 1, 2004, employees shall contribute toward the cost of health care coverage based on a percentage of premium as set forth below. Said amounts shall be via payroll deductions.

Coverage Level	7/1/07
Individual Under \$75,000	12%
Individual \$75,000 and over	15%
Family under \$35,000	8%
Family \$35,000 to \$75,000	12%
Family \$75,000 and over	15%

Tier categories shall be based on each employee's total compensation.

(2) Co-share payment increases in 2005, 2006, and 2007, to the extent that they result from premium increases, rather than increases in the co-share percentages, shall be capped at 10% each year.

(3) Retroactive co-share payments shall be deducted as offsets from any retroactive wage payments made to each employee.

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

E. 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.

For full time employees:

Effective the pay date Friday, August 8, 2008:			
Individual Plan		Family Plan	
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:			
Individual Plan		Family Plan	
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:			
Individual Plan		Family Plan	
Less than \$46,350	17.5%	Less than \$46,350	14%
\$46,350 to less than \$92,700	20%	\$46,350 to less than \$92,700	20%
\$92,700 and above	25%	\$92,700 and above	25%

Effective July 1, 2011:			
Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$47,741	15%
\$95,481 and above	25%	\$47,741 to less than \$95,481	20%
		\$95,481 and above	25%

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 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.

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

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

Co-share payment increases in fiscal years 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.

(b) Plan Design: Effective October 1, 2008, the following co-pays shall be in effect:

- (1) Primary Care office visit co-pay is \$10 (includes internal medicine, family practice, pediatrics and geriatrics);
- (2) Emergency room co-pay to increase to \$100;
- (3) Urgent Care co-pay to increase to \$35;
- (4) Specialist office visit co-pay to increase to \$20 (includes all physicians other than primary care physicians);
- (5) The drug co-pay for a 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.

Effective October 1, 2008, the following change shall be in effect:

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

(c) Employee Waiver Payment: Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.

F. Subsequent to the ratification of this agreement by the Union (April, 2007) any health insurance co-share agreement agreed to by the State through negotiations, by the Director of the Department of Administration, or her designee, shall be offered to the union as an alternative to the co-share provision set forth above. Any such alternative agreement shall be applicable on a prospective basis only, provided the alternative co-share agreement is applied to all bargaining unit employees who are entitled to health, dental, and/or vision care benefits. In the event a more

favorable health insurance co-share agreement is directly related to concessions made by other labor organizations, the union shall have the option of making concessions of equal value in order to qualify for the more favorable co-share agreement. Notwithstanding any provision in the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, co-share charges for health insurance, dental insurance, or vision care insurance, employee waiver payment, or wages, based on the terms of the collective bargaining agreements between the State and either the Howard Union of Teachers or the Rhode Island Troopers Association.

17.15 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. The enrollment deadline for plan year covering July 1, 2008 through June 30, 2009 shall be extended to July 18, 2008.

17.16 Wellness Incentive:

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

ARTICLE 18
RETIREMENT

18.1 It is agreed by the parties hereto that 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 of any rules and regulations or

determinations made by the State Retirement Board as set forth in Title 36, Chapter 8 of the General Laws of the State of Rhode Island as it pertains to said Board's establishment of rules and regulations for the administration and transaction of the business of the retirement system.

ARTICLE 19
GROUP LIFE INSURANCE

19.1 It is agreed that all employees shall be eligible to participate in the state Employees' Group Life Insurance Program as established by 36-12-6 of the General Laws of 1956, as amended.

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

A. Each new employee will be automatically covered, unless such employee designates in writing that 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 amount 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 birthday.

D. The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (25) BI-weekly for each one thousand (\$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 20
LEAVE WITHOUT PAY

20.1 It is agreed that, upon written application, an employee with permanent or provisional status may be granted a leave without pay not to exceed six (6) months subject to renewal for reason of personal illness, disability, or other purpose deemed proper and approved by the

appointing authority and the Personnel Administrator.

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

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

20.4 A. The State agrees to grant up to one-half (~) time leave without pay for one (1) designated Union officer for the purpose of doing work for this Local, provided that there are at least (40) employees employed within that Department. Said officer shall receive a proportionate reduction in his/her workload.

B. Also, the State shall provide unlimited, full leave without pay to one (1) member of the Local for the purpose of employment, on a full-time basis with this Local. It is understood that the number of leaves stated above shall be the total number of leaves for the combined State employees bargaining units of SEIU, Local 580. It is further understood that the State will not abolish the existing position of said officer while on full-time or part-time leave.

20.5 When an employee is or has been on leave without pay due to accepting a position outside the recognized bargaining units of Local 580 in excess of six (6) months, he or she shall not have the right to displace any person covered by this Contract upon the termination of the leave without pay. This restriction on the leave without pay shall apply to those leave without pay situations which originate or are renewed subsequent to the effective day of this amendment.

The foregoing limitation shall not apply to leave without pay due to personal illness, military leave, educational leave, leave for the purpose of employment with this Local, pregnancy, or parental leave. Additionally, the foregoing limitation shall not apply to any person presently completing their probationary period in a position not within Local 580's bargaining units.

ARTICLE 21 JURY LEAVE

21.1 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 the greater.

21.2 Employees who are subpoenaed to appear in court on matters that relate to their

employment with the State or official State business shall receive their salary or pay from the court, whichever is greater.

21.3 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. A minimum of four (4) hours shall be allocated to each employee, regardless of the time expended less than four (4) hours.

ARTICLE 22

MILITARY LEAVE

22.1 Every employee covered by this Agreement who has left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces, or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) is entitled to and is hereby granted military leave of absence from the said position 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.

22.2 For the first sixty (60) calendar days of such absence, each such employee who have been employed for one-hundred eighty or more calendar days within the twelve months next preceding such entrance into the armed forces shall be paid by the State the difference between the employee's State salary and military base pay.

22.3 Employees who are called up to military duty in defense of our Nation and mobilized in excess of sixty (60) days shall be paid the difference between the employee's State salary and military base pay for as long as the employee remains deployed on active duty. If the employee provides documentation of his/her military base pay rate, the State shall provide for payments under this Section on an on-going basis through direct deposit or other payment method. The employee shall notify the State at the conclusion of the period of mobilization, so that

adjustments may be made to reflect actual military base pay received. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

22.4 In no case shall such employee receive more than the amount the employee would have received had the employee not been absent from his/her position. No employee shall be allowed to receive pay more than once under this Article for Military Leave for training purposes in a three (3) year period.

22.5 Employees on paid leave, described in paragraphs 2 and 3 above, shall accrue such sick leave and annual leave credits as would have accrued while working in said position.

22.6 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.

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

22.8 This Article shall be effective as of the date of Union ratification, which was April 30, 2007.

ARTICLE 23 MILITARY TRAINING LEAVE

23.1 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 part of the federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in anyone calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, he/she shall be granted leave without pay for this purpose.

23.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

23.3 Such training activities, as defined in this section, shall not include weekly drill nights or similar drill period lasting less than one (1) 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 24

EDUCATIONAL LEAVE

24.1 Educational leaves shall be provided by the Department of Human Services, the DCYF, BHDDH and DOC to employees included within the bargaining unit who have a bachelor's degree for the purpose of earning a Master's degree by attending accredited schools of social work, rehabilitation counseling, counselor education, psychology and such related fields (e.g. Child Development, Health Services Administration, Public Administration, etc.) on a full-time basis. Educational leave will be restricted to one master's degree per employee. Anyone who possesses a master's degree earned at a prior time or during a leave without pay period at his/her own expense that is directly related to the respective Department's functions, will not be eligible for educational leave to earn a second master's degree.

These leaves must be related directly to the respective Department's functions and as determined by the respective Departmental Directors.

A. The number of such leaves annually shall be determined by the Departments consistent with staff requirements and based on objective standards and criteria. Such leaves shall not exceed thirty-one (31) in DHS including five (5) in the Services for the Blind and Office of Rehabilitate Services in the aggregate, eight (8) in MHRH; one (1) in DOC; and twelve (12) in DCYF.

If the number of positions to be authorized is to be less than the above, the respective Departments shall notify the Union by each September 1st of the number of positions being authorized for the next academic year and also of any restrictions as to type of degrees permitted. The number of authorized positions shall be based on the needs of the respective Departments.

B. Individuals selected for graduate study will be required to return to the agency that granted the leave and remain in its employ for a period of time equal to the length of the educational leave.

C. In the selection of candidates for educational leave, preference will be given to

individuals on the basis of tertiary seniority within the Department. It is further required that all applicants must have a minimum of eighteen (18) months seniority by the time the application period for educational leave terminates.

1. The application period for educational leave will terminate on May 15th. Within five (5) working days after the closing date for educational leave applications, the respective Departments shall notify the Union in writing of those having made application for educational leave with the amount of tertiary seniority.

2. After May 15th, no application for educational leave will be accepted by the respective Departments.

3. Within ten (10) working days of May 15th, the Departments shall notify the Union in writing of those candidates receiving educational leave.

D. The individuals selected for graduate training will receive full salary, including fringe benefits, during the period of the leave and one-half of the actual tuition cost for the graduate school.

E. The student must have the approval of the respective Department in determination of his/her course of graduate study.

F. The staff member shall receive a copy of the agency's evaluation of performance and readiness for graduate training at the time it is provided by the agency to the school in conjunction with the staff member's application for admission.

G. Any employee on an authorized educational leave who terminates his/her studies prior to completion of the program or is terminated by the educational institution, will not be entitled to participate in future educational leave and will not be considered a candidate for such leave.

In the event that serious hardship exists (i.e. death in the immediate family, serious illness, etc.), the respective Departmental Directors shall have the discretion to approve future applications for educational leave.

24.2 Employees within the bargaining unit will be allowed to take part-time courses at accredited graduate schools. The respective Department will not provide tuition payments in these instances, except as established within Vocational Rehabilitation Services.

For those staff members attending school on a part-time basis, leave may be granted at the discretion of the director of the respective Department for not more than one (1) day per week for part-time graduate study leading to a Master's Degree, Certificate of Advanced

Graduate study or Doctorate Degree in the areas of psychology, social work, rehabilitation counseling, counselor education, or any other field related to the function of the respective Departments in which the staff member is employed.

24.3 All educational leaves shall conform to this Agreement.

24.4 In addition to existing full-time and part-time Educational Leave provisions of this Contract, the State shall allow leave for full-time Field Placement in the M.S.W. Program at Rhode Island College. Employees selected for such Educational Leave Program, will be assured a full-time Field Placement assignment, as determined by Rhode Island College, in a job assignment, either within his same Department, or within one of the other two Departments represented by Local 580's bargaining unit. Preference for selection to such Educational Leave Program will be made on the basis of Tertiary Seniority.

Employees who are selected and participate in such Educational Leave Program will remain full-time employees of the Department to which they are permanently assigned, with all rights and benefits under the Contract. Such employees will not owe time back to his/her respective Department for the placement period.

At the termination of such Field Placement, employees participating will resume their regular job assignment.

The respective Departments will notify the Alliance of the number of such leave slots available in each Department for such leave by July 15. Such full-time Field Placement Program for Rhode Island College, will commence with the Fall Semester, and will progress until the end of such academic year, subject to renewal for the next academic year. The Departments will make their respective selections of participants according to the procedure outlined above by July 30. The Department's participation in such full-time Field Placement Program is at the discretion of the respective Department Director.

ARTICLE 25

CALL IN/ON CALL TIME

25.1 Employees who are called in to report for emergency work after having left their place of employment and outside their regular work hours shall receive not less than four (4) hours pay at their overtime rate. Employees who are required to schedule appointments outside their regular working hours shall receive a minimum of four (4) hours' pay at their overtime rate.

25.2 Those employees who are directed to be on call shall be compensated at the rate of three (3) hours at their overtime rate for each fifteen (15) hours of on call time during the week and five (5) hours at their overtime rate per day on weekends.

ARTICLE 26 TRAVEL AND PARKING

26.1 On each January 1st and July 1st, the mileage rate shall be adjusted and paid at the rate set by the federal General Services Administration on those dates.

26.2 Employees directed to make trips out-of-state by the appointing authority on official State business shall be paid for the costs incurred such as travel, meals and lodging. The employees shall be advanced the per diem rate as specified and paid under Policy A-22, Out of State Travel Regulations dated July 1, 1994, as updated.

26.3 Existing parking rights for the Office of Rehabilitation Services employees will be maintained during the life of this Agreement.

26.4 The State will consider an employee to be on work status in connection with necessary emergency repairs to a privately owned vehicle when the emergency arises while the employee is in official travel status. In such situations, the employee will, as soon as practicable (within the hour if possible), provide the supervisor with an estimate of the situation and obtain appropriate instructions. The employee will provide reasonable acceptable explanation/documentation relating to the emergency.

ARTICLE 27 BULLETIN BOARDS

27.1 A. The state shall provide a bulletin board in each building where members of the bargaining unit are assigned for use by the Union where Alliance notices, publications, circulars, etc., shall be posted.

B. The state will post on these bulletin boards notices of announcements of all examinations given by the Rhode Island Division of Personnel; notices of all vacancies (old or new) that are appropriate to the bargaining unit which are to be filled by lateral transfer or by promotion; notices of health plan enrollment periods; and notices of professional conferences and training

opportunities as appropriate to the bargaining unit. The State and the Union will adopt necessary procedures to ascertain that all notices are posted in a timely fashion.

27.2 The state agrees to pay into the Union welfare fund the net profits from vending machines utilized by members of this Union on a pro-rata basis.

ARTICLE 28

EMPLOYEE RIGHTS/EVALUATION

28.1 All monitoring or observation of the work performance of an employee will be conducted openly and with his/her full knowledge. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. Employees will be given a copy of all material added to the personnel file at the time such is added to the file.

28.2 A. Each employee or his/her designated Union representative will have the right upon request to review the contents of his/her personnel file, with the exception of initial employment letters of reference. An employee must provide his/her written consent to the State before disclosure of his/her written record will be made to a designated representative.

B. An employee or his/her designated representative may obtain copies of the documents made available under Section 28.2A.

C. No record, file or document pertaining to an employee will be made available to any unauthorized persons for inspection or photocopy.

28.3 Employees shall have the right to respond in writing to all additions to the personnel file. Such additions shall be made a part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection.

28.4 Complaints regarding an employee made to any member of the administration or by any client or other person will be promptly called to his/her attention.

28.5 A. Any material referring to an employee's conduct placed in the employee's folder shall be reviewed at the end of each year; and if improvement is noted, material is to be removed.

B. Any negative material in the employee's personnel file that pertains to an issue which was referred to grievance and was resolved in the employee's favor shall be removed at the time the grievance decision is rendered.

C. Any materials, which have not been removed from an employee's personnel file in

accordance with the terms of this Agreement, must be immediately removed and destroyed.

28.6 A. Any charge against an employee shall be made in writing and signed by the person making the same, and a copy of such charge shall be filed with the Union and a copy with the employee against whom the charge is made.

B. In the event a discharge ensues as a result of such charges, the Union shall immediately be notified in writing, and the matter shall immediately be referred to the 4th step of the grievance procedure.

28.7 In the event that the State determines to perform personnel performance evaluations in any Department, the State shall provide the Union with sixty (60) days notice in advance of implementation, and shall meet and discuss such procedure with the Union upon request.

No written forms or other aspects of the evaluation process shall be used to impose discipline, select for promotion, or assignment, or for any type of adverse personnel action.

Forms or documents applicable to individual employees shall not be public records but shall be protected by the principle of confidentiality applicable to employee personnel records.

ARTICLE 29

UNION COMMUNICATION/RIGHTS

29.1 Designated Union members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with State Officials. Such time shall be with the approval of the Departmental Director involved, and such approval shall not be unreasonably withheld.

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

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

29.4 Union representatives, while on leave as provided in Article 20, Section 20.4, will be permitted to visit Union officers and committee members on State premises for the purpose of discussing Union business.

29.5 Employee Orientation

A. Union authorization cards and appropriate explanatory literature, as supplied by the

Union, shall be included in those employment forms and materials presented to newly hired employees.

B. A time period during orientation will be made available to the Union to describe and explain its functions.

C. New employees shall be introduced to the Union steward at the work location.

29.6 The Union shall be notified at the time of hiring of the name(s) of all persons hired to fill bargaining unit positions, as well as each employee's position title, division, agency, and work location. The Union shall be notified of all employees who have transferred/terminated out of the bargaining unit.

29.7 The Union shall have the right and obligation to represent all employees in the unit; to present its views to the State on matters of concern either orally or in writing. The Union, after reasonable notification, will be given the right to be represented at formal discussions between the State and employees concerning grievances, or other matters which affect the general working conditions of employees in the bargaining unit.

ARTICLE 30

POSITION CLASSIFICATION

30.1 Upon request by the Union, each employee in the bargaining unit will be provided with a current description of his/her duties and responsibilities.

30.2 A. Any-employee who believes that his/her position is improperly classified is encouraged to first discuss the matter with his/her supervisor. Consultation will also be arranged for the employee by his/her supervisor with appropriate Departmental personnel representatives in an effort to informally resolve the matter.

B. If the matter cannot be informally resolved, the employee shall be furnished with information on the formal procedures to request reclassification, and the Department will submit a classification questionnaire.

C. The state will inform the Union of any position reclassifications, which result from any such requests.

D. The decision by the Division of Personnel (Classification) in such matters will not be subject to the grievance and arbitration procedures, but is subject to the appeals process through the Personnel Division.

E. The State agrees that work will not be reassigned for the purpose of avoiding reclassification during a classification appeal.

F. In the event the study concludes the employee is in fact working out of class, the state may exercise one of two options:

1. The employee should be reallocated to the position the study concludes best represents the duties performed by the employee or;
2. Inform the employee he/she is not to perform any duties other than those required of the class specifications for said position pursuant to the study.

ARTICLE 31 MANAGEMENT RIGHTS

31.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the State and the employees are vested solely in the State. For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this Agreement (including the grievance procedure) and consistent with the applicable laws and regulations:

- A. To direct employees in the performance of official duties;
- B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining unit and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operation entrusted to it;
- D. To determine the methods, means and personnel by which such operations are to be conducted;
- E. To relieve employees from duties because of lack of work or other legitimate reasons;
- F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 32
INDEMNITY PROVISIONS

32.1 The State agrees to provide legal defense for and to hold harmless the employees who are defendants in civil litigation arising from their conduct on behalf of the State. Provided, however, that this provision shall apply only in cases in which the employee is being sued for errors or mistakes in intellectual judgment or analysis and shall not apply to physical acts of the employees, except in reasonable self-defense.

ARTICLE 33
PAST PRACTICES

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

ARTICLE 34
NON-PERFORMANCE OF UNION WORK

34.1 Employees not included in the recognized bargaining unit shall not perform work normally assigned to employees in the bargaining unit or displace said employees.

ARTICLE 35
CETA AND PEP

35.1 CETA and PEP employees shall not be employed to displace or deprive from promotion employees covered by this Agreement. The State shall conform to all provisions of CETA, and all provisions of this Agreement shall apply to CETA employees.

ARTICLE 36
SUB-CONTRACTING PROCEDURES

36.1 The State shall continue to provide work for employees in the bargaining units and shall avoid, insofar as is practicable, the sub-contracting of work performed by employees in the bargaining unit on the date of this Agreement, provided, however:

36.2 The State agrees that upon considering sub-contracting of any work presently performed by an employee which would have an adverse effect upon job security, wage rate, or classification status of any employee in the bargaining unit, it shall:

1. Notify the Union's executive directors in writing of its intention six (6) months in advance of sub-contracting and;
2. Meet with the Union prior to receiving bids or letting contracts for the purpose of discussing the problem during which discussions the Union will be granted reasonable requested opportunities to meet with the Director of Administration or other appropriate State officials to discuss the desirability of sub-contracting and to develop and establish a mutually acceptable plan for protecting adversely affected employees.

The State's assurances in the development of such plan would be to:

1. Place employees affected by the sub-contracting into available jobs, which they can perform;
2. Place employees laid off on a preferred hiring list for recall;
3. Prohibit the hiring of any new employees to positions, which the affected employees could perform;
4. Attempt to waive or modify any law or regulation, which would in any way deny preferred treatment of affected employees. In the event that such mutually acceptable plan is not resolved, either party may request the Federal Mediation and Conciliation Service to attempt to resolve the dispute. If such efforts do not provide a mutually acceptable plan, the FMCS shall recommend steps to be taken by the parties; but in any event, employees adversely affected by sub-contracting shall be enabled to utilize the seniority rights as established in this Agreement.

ARTICLE 37
NO STRIKES OR LOCKOUTS

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

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

ARTICLE 38
DISCIPLINE AND DISCHARGES

38.1 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 State will honor that request.

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 in Article 39.

If the 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 in the case of a written reprimand or after a period of six months in the case of an oral reprimand, if an employee has not committed any further infractions of appropriate rules or regulations, such reprimand shall be expunged from the employee's personnel record.

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

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge
5. Demotion where appropriate

When any disciplinary action is to be implemented, except oral reprimand, the appointing authority 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.

38.2 When the appointing authority proposes to discipline an employee, except for 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 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.

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.

38.3 It is agreed that an appointing authority may dismiss, demote or suspend an employee for just cause.

38.4 An employee against whom a disciplinary action has been finally taken may appeal the decision and proceed immediately to Article 39.2(E) of the grievance procedure and then to arbitration.

38.5 In the case of demotion the appointing authority shall give the Personnel Administrator, the employee and the Union written notice of his/her intention to effect the demotion not less than fifteen (15) days before the date it is intended to become effective.

38.6 In all other cases the employee and the Union shall be notified on or before the effective date of such action.

38.7 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 shall be restored to his/her former position and shall be made whole as to the terms and provisions of this Agreement for the period of such dismissal, demotion or suspension.

38.8 An employee may be granted a demotion upon request, when recommended by his/her

appointing authority and approved by the Personnel Administrator. In this instance, his/her current status shall be transferred to the lower class. Such discretionary demotions are in addition to demotions as specified in Article 5.3 B3.

ARTICLE 39

GRIEVANCE PROCEDURE

39.1 A. The purpose of this procedure is to provide a mutually acceptable method for the prompt and equitable settlement of grievances over the interpretation or application of this Agreement.

B. For the purpose of this Agreement, a grievance is defined as any difference or dispute between the State and the Union or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

C. As used in this Article, the term "employee" shall also mean a group of employees having the same grievance.

39.2 There shall be a grievance procedure as follows:

Step 1:

a. A grievance shall be presented in writing by the aggrieved employee and/or by the Union within ten (10) working days of the employee's knowledge of the occurrence of such grievance.

b. An aggrieved employee shall discuss his/her problem with his/her Union representative and either (i) the immediate supervisor or (ii) other designee of the department, who shall attempt to settle the problem within three (3) working days of such discussion. The supervisor or other designee of the department shall allow or deny the grievance or otherwise respond to the Union and the employee at or within three (3) working days of the meeting.

Step 2:

a. If the grievance is not resolved according to Step 1 above, it may be submitted to the designee of the Director of the Department of Administration within ten (10) working days of receipt of the department's response to the Step 1 grievance. If the State fails to provide to the Union the name of the designee of the Director, then the grievance may be filed with the Director of the Department of Administration

b. The designee of the Director of the Department of Administration shall grant a hearing within ten (10) working days to the aggrieved and/or Union committee and shall render a decision in

writing to the Union and the employee within fourteen (14) working days of that meeting.

A. Sustained Grievances

Sustained grievances will be implemented or the necessary paperwork to implement will be initiated within ten (10) working days after the receipt of the decision from the Department of Administration.

B. In the event the grievance is not settled in a manner satisfactory to the aggrieved member, then such grievance may be submitted to arbitration as provided in Article 40.

39.3 Appearance and Representation

A. All hearings held under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons entitled to be present to attend.

B. The Union representative will have the right to assist the aggrieved at any step of the grievance procedure.

C. Nothing contained herein deprives an individual employee of the right to process his/her grievance without Union representation. If such grievance is processed without Union representation, the facts and the resolution of said grievance will be furnished to the Union at the time the grievance is being processed. The final resolution must be consistent with the terms of this Agreement.

D. Members of the Union Committee, stewards, the aggrieved employee, and employee witnesses, who are State employees, will be paid at their regular rate of pay, up to their normal quitting time for time spent in processing grievances.

39.4 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure.

The State, on request, will produce payroll and other records, as necessary.

39.5 Time Limits

A. All procedural requirements of this article are necessary for the processing of any grievance unless waived in writing by both parties.

B. Working days shall mean Monday through Friday, excluding holidays.

C. Failure, at any step of this procedure, to communicate the decision on a grievance within the specified time limits shall mean that the grievance will be moved to the next step of the grievance procedure.

39.6 Appeal of Special Types of Grievances

- A. Grievances arising from the action of officials other than those within the employee's respective Department, will be initiated with and processed by such officials in accordance with Step 2 of the grievance procedure.
- B. In all cases of dismissal, the aggrieved employee and/or the Union Committee may initiate the grievance at Step 2.
- C. Either party may submit a grievance to each other and proceed immediately to Step 2.

**ARTICLE 40
ARBITRATION**

40.1 If a grievance is not settled under Article 39, such grievance shall, at the request of the Union or the State, be referred to the American Arbitration Association in accordance with its rules then obtaining.

40.2 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.

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

40.4 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.

It is understood that this section shall not be applied to any obligation arising out of this Agreement.

40.5 All submissions to arbitration must be made within forty five (45) working days after the grievance procedure decision.

**ARTICLE 41
STUDY GROUP**

41.1 Study Group

The parties agree to the formation of a statewide joint labor and management Study Group to work cooperatively to identify and recommend areas of potential savings in State

Government, including but not limited to the use of contracted services. Three members shall be appointed by the State and three members shall be appointed by and on behalf of all the Unions representing State employees. The Director of Administration (or his designee) shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

ARTICLE 42
ALTERATION OF AGREEMENT

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

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

The parties agree that in the event Chapter 36-4-63 of the Rhode Island General Laws is rescinded, amended or found to be invalid for any reason, either in whole or in part, the affected provisions of the contract will be returned to their original form (as presented in the predecessor contract) or amended to comply with any subsequent amendment, if any, to Chapter 36-4-63.

ARTICLE 43
SAVINGS CLAUSE

43.1 Should any provision of this Agreement or any application thereof, be unlawful by virtue of any Federal or State Law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE 44
TERMINATION OF AGREEMENT

44.1 This Agreement shall be effective as of the 1st day of July, 2008 and shall remain in full force and effect until the 30th day of June, 2012. This Agreement shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing sixty (60)

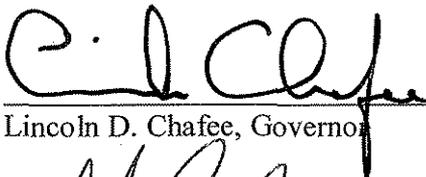
days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

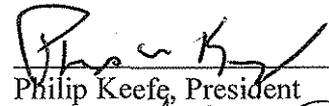
44.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

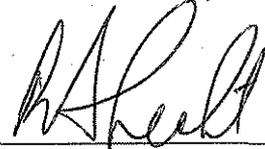
44.3 In witness whereof, the parties hereto have set their hands this ___ day of _____, 2010.

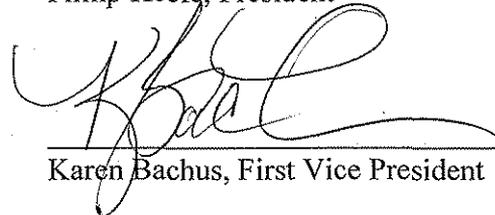
For the State of Rhode Island

for Local 580 RIASSE, SEIU


Lincoln D. Chafee, Governor


Philip Keefe, President


Richard A. Licht
Director of Administration


Karen Bachus, First Vice President

MEMORANDUM OF AGREEMENT

"List B" Notices

By execution of this agreement, the State hereby rescinds the notices dated 11/15/07 which advised union officials and employees of the State's intention to explore the subcontracting or privatization of some functions currently performed by bargaining unit members.

MEMORANDUM OF AGREEMENT

Non-Wage Proposals

The parties agree that all other language issues will be withdrawn, but that the contract can be reopened effective July 1, 2010 to negotiate non-economic language issues unrelated to the terms and conditions agreed to herein.

Nothing shall prevent the parties from voluntarily reaching agreement on other non-economic issues at any time.

All other written terms and agreements of existing contracts, Memoranda of Agreement or Understanding, etc., neither addressed herein nor inconsistent with the provisions of this memorandum of settlement will remain in full force and effect for the term of this Agreement.

9/22/09

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by and between the State of Rhode Island and the RHODE ISLAND ALLIANCE OF SOCIAL SERVICE EMPLOYEES, LOCAL 580

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

WHEREAS, there exists a dispute between the Unions and the State in which the Unions contest the legal and contractual authority of the State to implement Executive Order 09-20, and in which the State denies the alleged lack of authority in this regard; and

WHEREAS, without in any way conceding their respective positions, the parties hereto are desirous of avoiding the extensive and costly litigation that would ensue if a resolution is not reached, and are further desirous of implementing a plan to avoid shutdowns and/or layoffs of employees and to resolve the dispute between the parties in an amicable fashion, and to facilitate more harmonious and cooperative relationships between the State, the Unions and employees.

NOW THEREFORE, in the best interests of the parties and to avoid an interruption of State services to the citizenry, on this 22nd day of September, 2009, it is hereby agreed by and between the State of Rhode Island and the RIASSE, LOCAL 580 that the Collective Bargaining Agreements/Memoranda of Settlement for the period of July 1, 2008 through June 30, 2012 remain unchanged except as follows:

No Layoff, Shutdowns or Pay Reductions:

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

9/22/09

Settlement Agreement and Consent Decree:

Upon execution and ratification of this Memorandum of Agreement, the parties will jointly cause the terms of this Memorandum of Agreement to be reduced to a consent decree and jointly request approval and entry of that decree(s) in the Supreme Court action entitled Council 94, et al. vs. Carcieri et al., Case Nos. _____ (Union/Case Nos.). The Unions will formally withdraw any and all grievances filed directly or indirectly related to EO-09-20 with prejudice. The parties also agree that the consent decree will include language that indicates that the parties agree that the consent decree is an amicable resolution of disputed positions and that nothing therein shall be considered an admission of liability.

Pay Reduction FY 2010:

All employees shall receive eight (8) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2010 as designated below:

	Pay Period	Paycheck
1	9/27/09-10/10/09	10/16/09
2	10/25/09-11/7/09	11/13/09
3	11/22/09-12/5/09	12/11/09
4	12/20/09-1/2/10	1/8/10
5	1/17/10-1/30/10	2/5/10
6	2/28/10-3/13/10	3/19/10
7	3/28/10-4/10/10	4/16/10
8	4/25/10-5/8/10	5/14/10

Employees so affected will be entitled to accrue one and one quarter (1.25) additional days of paid leave (for a maximum of 10.0 days) in each of the payroll periods identified above. This leave will accrue to part-time employees on a pro rated basis.

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

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10/16/09), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

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

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

Salary Increase Delay:

The three percent (3%) across the board salary increase, which would otherwise be effective July 1, 2010, shall not be effective until January 2, 2011.

Pay Reduction FY 2011:

All employees shall receive four (4) one day pay reductions (each one equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) to be effective in each of the payroll periods during fiscal year 2011 as designated below:

	Pay Period	Paycheck
1	1/2/2011-1/15/2011	1/21/2011
2	1/30/2011-2/12/2011	2/18/2011
3	2/27/2011-3/12/2011	3/18/2011
4	3/27/2011-4/9/2011	4/15/2011

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

Employees may request to discharge this PR commencing with any payroll period following the payroll period in which it was earned. These requests shall not be unreasonably denied.

Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash

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payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/2/2011-1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

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

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

Voluntary Leave Without Pay:

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

Reorganization, Elimination or Consolidation of Functions:

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

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

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

divisions or departments.

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

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

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

1. Elect the available transfer assignment or
2. Displace the least senior employee in his/her classification in his/her current Division on the basis of primary seniority, if available.
3. Should there be no least senior employee in his/her classification in his/her current Division on the basis of primary seniority, then the affected employee may elect to displace the least senior employee in his/her classification in his/her current Department on the basis of primary seniority, if available.
4. The employee so displaced shall accept the transfer assignment offered by the State.
5. If there is no employee with less primary seniority in his/her current Division or Department, the affected employee shall accept the transfer assignment offered by the State.

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

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

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

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

- a) In accordance with the seniority provisions of the collective bargaining agreement applicable to the transferred employee;
- b) The posting shall reflect the salary information of the collective bargaining agreement covering that classification at that Agency/Division and include language advising of the provisions set forth in sections a above and sections d and f below.
- c) Copies of such postings will be provided to the union covering the transferred employee and to the union covering that classification at that Agency/Division;
- d) Upon appointment, the position and the employee newly filling the position will be assigned and accreted to the collective bargaining unit covering that classification at that Agency/Division and the position will thereafter remain within that collective bargaining unit and the parties will work cooperatively to file the necessary documentation with the Labor Board;
- e) The employee's primary, secondary and State seniority shall all be determined in accordance with collective bargaining agreement covering that classification at that Agency/Division;

9/22/09

- f) If there are no qualified applicants for the position within the time limit contained in the applicable collective bargaining agreement covering the transferred employee, the vacant position will be filled in accordance with the collective bargaining agreement covering that classification at that Agency/Division;
- g) In no event shall the State change the bargaining unit affiliation of any affected employee except as described herein; and
- h) In no event shall the State's decision not to post a position be used as a subterfuge to evade these limitations.

Effect on Retirement:

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

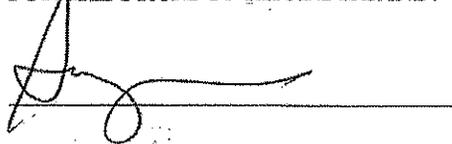
Ratification:

This Agreement is subject to (a) union membership ratification no later than October 2, 2009 and (b) approval by the Governor of Rhode Island, or his designee.

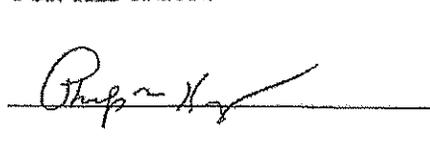
The undersigned agree to recommend ratification and approval of this Memorandum. Absent such ratification, the proposal set forth herein shall be null and void.

This Agreement shall take effect upon ratification and shall be effective through June 30, 2011.

FOR THE STATE OF RHODE ISLAND:



FOR THE UNION:



SALARY SCHEDULES

Schedule A00 Classified Annual Salaries Effective June 24, 2007

A02	50049	51736	53574	56308	57057
A13	31605	32298	32884	33474	34383
A14	32298	32993	33575	34219	35200
A15	32993	33739	34383	35033	36145
A16	33739	34593	35322	36085	37330
A17	34593	35438	36206	37073	38424
A18	35438	36392	37266	38163	39643
A19	36392	37460	38364	39365	40927
A20	37460	38629	39643	40712	42515
A21	38629	39838	40927	42216	44250
A22	39838	41150	42439	43773	45931
A23	41150	42664	44012	45455	47696
A24	42664	44250	45691	47207	49638
A25	45931	47450	49129	51741	52920
A26	47696	49380	51158	53849	55218
A27	49547	51322	53182	56039	
A28	51493	53347	55281	58232	
A29	53511	55453	57478	60589	
A30	55614	57648	59753	62955	
A31	57814	59918	62114	65484	
A32	60004	62202	64477	68020	
A33	62284	64563	66919	70541	
A34	64563	66919	69364	73167	
A35	66839	69279	71810	75779	
A36	69111	71638	74259	78385	
A37	71555	74168	76949	81089	
A38	74168	76949	81089	85221	
A39	76949	81089	85220	89350	

Schedule A00
Classified Annual Salaries
Effective June 21, 2009

A02	51300	53029	54913	57716	58483
A13	32395	33105	33706	34311	35243
A14	33105	33818	34414	35074	36080
A15	33818	34582	35243	35909	37049
A16	34582	35458	36205	36987	38263
A17	35458	36324	37111	38000	39385
A18	36324	37302	38198	39117	40634
A19	37302	38396	39323	40349	41950
A20	38396	39595	40634	41730	43578
A21	39595	40834	41950	43271	45356
A22	40834	42179	43500	44867	47079
A23	42179	43731	45112	46591	48888
A24	43731	45356	46833	48387	50879
A25	47079	48636	50357	53035	54243
A26	48888	50614	52437	55195	56598
A27	50786	52605	54512	57440	
A28	52780	54681	56663	59688	
A29	54849	56839	58915	62104	
A30	57004	59089	61247	64529	
A31	59259	61416	63667	67121	
A32	61504	63757	66089	69720	
A33	63841	66177	68592	72305	
A34	66177	68592	71098	74996	
A35	68510	71011	73605	77673	
A36	70839	73429	76115	80345	
A37	73344	76022	78873	83116	
A38	76022	78873	83116	87352	
A39	78873	83116	87350	91584	

Schedule A00
Classified Annual Salaries
Effective June 20, 2010

A02	52839	54620	56560	59447	60237
A13	33367	34098	34717	35340	36300
A14	34098	34833	35446	36126	37162
A15	34833	35619	36300	36986	38160
A16	35619	36522	37291	38097	39411
A17	36522	37414	38224	39140	40567
A18	37414	38421	39344	40291	41853
A19	38421	39548	40503	41559	43208
A20	39548	40783	41853	42982	44885
A21	40783	42059	43208	44569	46717
A22	42059	43444	44805	46213	48491
A23	43444	45043	46465	47989	50355
A24	45043	46717	48238	49839	52405
A25	48491	50095	51868	54626	55870
A26	50355	52132	54010	56851	58296
A27	52310	54183	56147	59163	
A28	54363	56321	58363	61479	
A29	56494	58544	60682	63967	
A30	58714	60862	63084	66465	
A31	61037	63258	65577	69135	
A32	63349	65670	68072	71812	
A33	65756	68162	70650	74474	
A34	68162	70650	73231	77246	
A35	70565	73141	75813	80003	
A36	72964	75632	78398	82755	
A37	75544	78303	81239	85609	
A38	78303	81239	85609	89973	
A39	81239	85609	89970	94332	

Schedule A00
Classified Annual Salaries
Effective June 19, 2011

A02	54424	56259	58257	61230	62044
A13	34368	35121	35759	36400	37389
A14	35121	35878	36509	37210	38277
A15	35878	36688	37389	38096	39305
A16	36688	37618	38410	39240	40593
A17	37618	38536	39371	40314	41784
A18	38536	39574	40524	41500	43109
A19	39574	40734	41718	42806	44504
A20	40734	42006	43109	44271	46232
A21	42006	43321	44504	45906	48119
A22	43321	44747	46149	47599	49946
A23	44747	46394	47859	49429	51866
A24	46394	48119	49685	51334	53977
A25	49946	51598	53424	56265	57546
A26	51866	53696	55630	58557	60045
A27	53879	55808	57831	60938	
A28	55994	58011	60114	63323	
A29	58189	60300	62502	65886	
A30	60475	62688	64977	68459	
A31	62868	65156	67544	71209	
A32	65249	67640	70114	73966	
A33	67729	70207	72769	76708	
A34	70207	72769	75428	79563	
A35	72682	75335	78087	82403	
A36	75153	77901	80750	85238	
A37	77810	80652	83676	88177	
A38	80652	83676	88177	92672	
A39	83676	88177	92669	97162	

Schedule AA00
Classified Annual Salaries
Effective June 24, 2007

AA24	47653	49237	50679	52194	54625
AA27	54536	56309	58170	61026	
AA28	56482	58334	60269	63221	
AA30	60602	62636	64743	67942	
AA34	69550	71908	74354	78153	
AA35	68085	70525	73058	77025	

R.I. Association of Social Service Employees (Local 580) within the
Department of Children, Youth and Families: In the following classifications:

02821600	Assistant Administrator (Family and Children's Services)
02824500	Chief Casework Supervisor
02822200	Clinical Social Worker
02824400	Senior Caseworker Supervisor
02829400	Senior Quality Control Supervisor
02822100	Social Service Analyst
02822400	Social Caseworker II

**Schedule AA00
Classified Annual Salaries
Effective June 21, 2009**

AA24	48844	50468	51946	53499	55991
AA27	55899	57717	59624	62552	
AA28	57894	59792	61776	64802	
AA30	62117	64202	66362	69641	
AA34	71289	73706	76213	80107	
AA35	69787	72288	74884	78951	

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02822200	Clinical Social Worker
02824400	Senior Caseworker Supervisor
02829400	Senior Quality Control Supervisor
02822100	Social Service Analyst
02822400	Social Caseworker II

**Schedule AA00
Classified Annual Salaries
Effective June 20, 2010**

AA24	50309	51982	53504	55104	57671
AA27	57576	59449	61413	64429	
AA28	59631	61586	63629	66746	
AA30	63981	66128	68353	71730	
AA34	73428	75917	78499	82510	
AA35	71881	74457	77131	81320	

R.I. Association of Social Service Employees (Local 580) within the
Department of Children, Youth and Families: In the following classifications:

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02822200	Clinical Social Worker
02824400	Senior Caseworker Supervisor
02829400	Senior Quality Control Supervisor
02822100	Social Service Analyst
02822400	Social Caseworker II

**Schedule AA00
Classified Annual Salaries
Effective June 19, 2011**

AA24	51818	53541	55109	56757	59401
AA27	59303	61232	63255	66362	
AA28	61420	63434	65538	68748	
AA30	65900	68112	70404	73882	
AA34	75631	78195	80854	84985	
AA35	74037	76691	79445	83760	

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02829400	Senior Quality Control Supervisor
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02822400	Social Caseworker II