



Collective Bargaining Agreement Between

Rhode Island Administrative Office of State Courts

And

Rhode Island Court Reporters Alliance

Local 4829

RIFTHP, AFT, AFL-CIO

July 1, 2008

to

June 30, 2012

Dated: February 26, 2009

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Memorandum of Agreement

In this Agreement effective on the date in Article 27.2, by and between the Administrative Office of State Courts on behalf of the State of Rhode Island, hereinafter referred to as "AOSC", and the Rhode Island Court Reporters Alliance, Local 4829, RIFTHP/AFT, AFL-CIO, referred to hereinafter as the "Alliance", the parties agree as follows:

Purpose

It is the purpose of this Agreement to carry out the policy of the Rhode Island Judiciary by encouraging a more harmonious and cooperative relationship between the AOSC and its employees by providing for procedures which will facilitate free and frequent communications between the AOSC 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 litigants and the people of the State of Rhode Island, and agree further that high morale and good personnel relations through a stabilized union relationship are essential to carry out this end.

Article I

Recognition

1.1 The AOSC hereby recognizes the Alliance as the sole and exclusive bargaining agent for all employees within the bargaining unit, said bargaining unit to consist of those classes of positions declared appropriate by the State Labor Relations Board as a result of the petition submitted by the Alliance in case number EE-3015, which shall also include Electronic Court Reporters serving Superior Court Judges and Magistrates and Family Court Judges and Magistrates.

Article II

Alliance Security and Dues Deduction

2.1 The State Controller shall deduct Alliance dues from the wages of those Alliance members within the bargaining unit who have so authorized.

2.2 Only the dues for the certified exclusive bargaining agent shall be deducted within the bargaining unit.

2.3 Membership in any employee organization may be determined by each individual employee; provided, however, that all non-members shall pay to the employee organization a service charge as a contribution toward the administration of any collective bargaining agreement.

2.4 The appointing authority shall give written notice to the Treasurer of the Alliance of new employees hired hereafter within the bargaining unit.

Article III

Salary Schedule and Classes of Positions

3.1 Wage Schedule

- A. There shall be an across-the-board base wage increase of two and one half percent (2.5%) effective July 1, 2009.
- B. There shall be an across-the-board base wage increase of three percent (3%) effective July 1, 2010.
- C. There shall be an across-the-board base wage increase of three percent (3%) effective July 1, 2011.

3.2 Attached to the Agreement as Appendix B is the salary schedule for all bargaining unit positions.

3.3 There shall be the following classes of positions:

- A. Court Reporter (formerly known as Court Stenographer) with a non-standard thirty five (35) hour work week (five (5) consecutive days of at least seven (7) consecutive hours each) exclusive of unpaid lunch periods.
- B. Electronic Court Reporter with a standard thirty five (35) hour work week (five (5) consecutive days of seven (7) consecutive hours each) exclusive of unpaid lunch periods.

3.4 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 AOSC.

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 (1) 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.

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

3.5 Within three (3) months of the signing of this agreement, the parties agree to establish a joint committee to review the classifications of court reporter and/or electronic court reporter for the purposes of ensuring that the classifications and pay plan attached thereto are internally consistent and externally competitive. This will include the total compensation for the classifications being studied. The committee, which will be comprised of two (2) members of the bargaining unit appointed by the President of RICRA and two (2) members appointed by the State Court Administrator, will be charged with the responsibility of researching, fact finding, and information gathering regarding same or comparable classification in New England and similar jurisdictions throughout the country. The committee will be charged with compiling a report and submitting it to the State Court Administrator and President of RICRA no later than December 30, 2009.

Article IV

Longevity Recognition

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

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

4.2 Gross rate is the base rate as it appears in the pay grade and incentive awards.

4.3 Longevity increases shall receive the approval of the State Court Administrator as to eligibility under the Judicial Personnel Rules and Regulations.

4.4 Whenever an employee is receiving a longevity increase or increases and thereafter is promoted, demoted, reclassified or otherwise changes to a different pay grade or class of position, this change shall in no way effect the longevity percentage increase which said employee is currently enjoying.

4.5 Whenever a class of position is advanced from one pay range to another, the salary of each employee affected shall be advanced to the corresponding step in the new pay range. This action shall be called a pay plan adjustment, and shall not be deemed to be a salary increase.

4.6 Employees enjoying the benefits of the longevity increase or increases on the effective date of any pay plan adjustment shall continue to have the benefit of their longevity increase or increases recalculated on the new base rate for classification. Eligibility for future longevity increase(s) shall not be impaired.

Article V
Incentive Pay

5.1 It is the intent of the parties to provide Court Reporters with a salary incentive increment for successfully passing the Registered Professional Reporter or Registered Merit Reporter examinations given by the National Court Reporters Association or its equivalent. Therefore, any Court Reporter who presents evidence that he/she has successfully passed a Registered Merit Reporter examination prior to or during the term of this contract, shall be awarded a salary incentive increment on his or her base pay of Two Thousand Four Hundred Dollars (\$2,400.00). Any Court Reporter who presents evidence that he/she successfully passed a Registered Professional Reporter examination shall be awarded One Thousand Eight Hundred Dollars (\$1,800).

5.1(A) There shall be established by mutual agreement of the parties a list of educational courses related to employment duties as a Court Reporter. Any Court Reporter having successfully completed at least two such courses shall receive an annual stipend of one thousand eight hundred dollars (\$1800.00). The benefits referred to in Section 5.1 shall not be pyramided.

5.2 Any Court Reporter who presents evidence that he/she has successfully passed the Certified Real Time Reporter examination shall be awarded one thousand eight hundred dollars (\$1800.00). This benefit shall be in addition to any stipend earned under 5.1.

5.3 It is agreed that any amount of education incentive that has been awarded through participation in the Incentive In-Service Training Program operated by the State Division of Personnel shall be deducted from any wage incentive earned under this Article. Employees of this unit are not stopped from participating in the Incentive In-Service Training Program operated by the State Division of Personnel, but cannot become beneficiaries of both programs.

5.4 Education Incentive Pay

The Incentive In-service Training Program approved by the State Division of Personnel is modified as follows:

- A. Persons employed prior to July 1, 2001 may retain said increment 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 AOSC.
- B. 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.
- C. Persons 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:
 1. Each earned increment shall be retained for not more than four (4) years; and
 2. 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.

Article VI

Tuition Reimbursement

6.1 An educational benefit will be made available to all members of the bargaining unit in accordance with the following:

- A. Tuition reimbursement shall be funded by the AOSC in an amount not to exceed six thousand dollars (\$6,000) per fiscal year. Any funds unused shall not be carried over from one fiscal year to another.
- B. Employees shall be allowed to attend courses outside the employee's normal working hours.
- C. An Education Committee shall be established consisting of three (3) members from the Courts and three (3) Union members appointed by the Union President. The Committee shall review all course requests and shall provide all policies and procedures for implementation of the tuition reimbursement program for undergraduate and graduate programs, and career programs.
- D. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made on the basis of primary seniority.

Article VII

Compensatory Time and Overtime

7.1 In lieu of overtime pay, the Court Reporter shall receive one (1) day off as compensation time in return for being on duty in any court for any reason after 5:30PM, on a weekend, or recognized state holiday.

7.2 Overtime and Compensatory Overtime (Electronic Court Reporters)

7.2(A) It is agreed that when it becomes necessary for the efficient conduct of the business of the Judiciary, an appointing authority may direct or authorize overtime work. Overtime work shall be defined as the required performance of work in excess of the established full-time workweek. Compensation for overtime work shall not be paid to employees in the non-standard category.

7.2(B) Time and one-half shall be paid in each and any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime.

1. Hours of work performed in excess of thirty-five (35) hours in any workweek.

2. When funds become unavailable to pay cash for work performed between thirty-five (35) and forty (40) hours in a workweek, compensatory time shall be credited to the affected employee at the rate of one and one-half times such hours.
3. However, in any event, an employee may elect to take compensatory time in lieu of cash for the hours between thirty-five (35) and forty (40) in a workweek. The discharge of such compensatory time must be scheduled and approved by the appointing authority and cannot require the use of overtime work by other employees to cover such absence. In any event, the accumulation of such compensatory time cannot be carried over from one calendar year to another.

7.2(C) Hours which are paid for, but not actually worked, except holidays, planned vacation leave, personal leave, jury duty and leave for death in the employee's immediate family, shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime compensation pursuant to Article 8 of the Judicial Personnel Rules and Regulations.

7.3 Should the Court Administrator institute night court sessions, the AOSC and the Alliance shall negotiate the implementation of night court schedules.

Article VIII

Mileage

8.1 Mileage will be paid at the rate set by the Federal General Services Administration as adjusted if necessary on January 1 and July 1 of each year to any employee who is required to use their personal vehicle to carry out their official duties consistent with the State's travel policy.

Article IX

Health and Welfare

9.1 Insurance

9.1(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:

<i>Effective the pay date Friday, August 8, 2008:</i>			
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%

<i>Effective July 1, 2009:</i>			
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%

<i>Effective July 1, 2010:</i>			
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%

<i>Effective July 1, 2011:</i>			
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.

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

<i>Effective July 1, 2010:</i>	
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 ten percent (10%) each year.

Due to the delay in implementing the Plan Design changes, the co-share contributions shall be based upon the pre-October 1, 2008 working rates through February 28, 2009.

9.1(B) Plan Design

Effective March 1, 2009, the following co-pays shall be in effect:

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

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

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

Effective March 1, 2009, the following change shall be in effect:

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

Effective March 1, 2009, the following dental change shall be in effect:

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

9.1(C) Employee Waiver Payment

Effective July 1, 2011, the employee waiver shall be reduced by fifty percent (50%) to one thousand one dollars (\$1001.00).

9.1(D) 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.

9.1(E) Wellness Incentive

Employees participating in the State's medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of five hundred dollars (\$500) per year. The earned reductions in medical insurance co-share payments shall be awarded to active employees in FY 2009 or the fiscal year following the employee's participation in the wellness activities.

The Wellness Incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, obtaining a primary care physician, wellness coaching programs, preventive

screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual's overall health.

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

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

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

9.6 The AOSC agrees to continue to pay the cost of all benefits described in Article 9.1 listed above for all employees covered by this Agreement who are on layoff not lasting more than three (3) months and who pay the appropriate co-share.

Article X

General Working Conditions

10.1 Except as otherwise amended or provided, the Judicial Personnel Rules and Regulations for employees in the unclassified service in effect as of January 2007 are hereby incorporated by reference as the general working conditions, such as sick leave, vacation leave, holidays, leave with pay, etc.

10.2 Court Reporters will not be required to report proceedings longer than two (2) consecutive hours without a fifteen (15) minute recess. Electronic Court Reporters shall be granted a fifteen (15) minute break during the first half and second half of their workday at such times as approved by the sitting Judge or Magistrate.

10.3 If the Trial Court Administrator determines that there exists a period of light court activity, he or she may release Court Reporters who are not required for court duty and who do not have typing.

10.4 Court Reporters will be guaranteed a minimum of a one (1) hour lunch period per working day. The parties agree that when the Court institutes summer hours, reporters will be guaranteed a one-half (1/2) hour lunch period instead of a one (1) hour lunch period. The dismissal time for reporters will be 4:00 p.m. when the Court institutes summer hours.

10.5 Court Reporters will not be required to report a mock trial.

10.6 The parties agree that when a General Magistrate or any other Magistrate acts in a judicial capacity performing judicial functions, a Court Reporter or Electronic Court Reporter shall be assigned to report the proceedings.

10.7 Adequate office space will be provided by the AOSC.

10.8 Every reasonable effort will be made by the AOSC to provide suitable and adequate storage facilities and boxes for storing stenographic notes of Court Reporters and work materials and equipment of Electronic Court Reporters.

10.9 The AOSC shall make every reasonable effort to provide a telephone for the use of the Superior Court Reporters on each floor where Court Reporters and other bargaining unit employees are located and interconnected to permit communication from one floor to another.

10.10 It is recognized that Court Reporters' duties are to record court proceedings. Court Reporters will not normally be required to perform secretarial duties for Family or Superior Court Judges or other court officials.

10.11 (A) Court Reporters hired before June 13, 2006 shall accrue thirty (30) days of vacation leave per year. Electronic Court Reporters shall accrue leave in accordance with the Judicial Personnel Rules and Regulations.

(B) All Court Reporters hired after June 13, 2006 and prior to the signing of this Agreement shall accrue twenty (20) days of vacation per year, unless the Judicial Personnel Rules and Regulations provide an accrual of greater than twenty (20) days, at which point said employees shall accrue vacation leave at a rate provided by the Judicial Personnel Rules and Regulations.

(C) All Court Reporters hired after the signing of this Agreement on February 26, 2009 shall accrue vacation leave in accordance with the Judicial Personnel Rules and Regulations, or in accordance with the Memorandum of Understanding (MOU) between the parties dated February 26, 2009. .

Article XI

Bulletin Boards

11.1 The AOSC agrees to provide reasonable bulletin board space for exclusive use by the Alliance where notices may be posted.

Article XII

Seniority

12.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority within a class of position in all cases of vacation time, layoffs and recalls. In the case of two (2) or more reporters having the same seniority date, the seniority order of the reporters shall be determined by lottery.

12.2 In recognition of long past practice, assignment of Court Reporters each term shall be made according to the seniority of the Court Reporter who shall inform the appropriate Trial Court Administrator or his/her designee at least fourteen (14) days prior to the opening of his/her choice of assignment, subject to the Judge's approval.

12.3 Filling Vacancies during a Term: Seniority

- A. If a judicial vacancy occurs during any term, the Reporter who was assigned to that judicial officer shall have the right of first refusal in bidding for the assignment with the Justice appointed to take his/her place, subject to that judicial officer's approval.
- B. If a delay occurs in the appointment of a judicial officer to fill a vacancy, the Reporter who has been displaced will remain a substitute Reporter until the appointment takes place or may elect to bid for another judicial officer who is then available or becomes available in the interim. If said Reporter elects to take an assignment with another judicial officer, said Reporter thereby forfeits his/her rights as outlined in part A. of paragraph 12.3 above.
- C. If a Reporter does not choose to bid for the assignment with a new judicial officer, or the assignment of this Reporter is not acceptable to the judicial officer in question, the following shall apply:
 1. Consistent with the terms and provisions of this contract, any vacancies occurring during a term shall be posted in all counties. Posting in Providence County shall be on the bulletin board area provided for Court Reporters.
 2. Such posting shall be for a period of fifteen (15) business days.
 3. The appropriate court administrator shall thereafter advise the judicial officer as to all Court Reporters who have bid for the position by order of their seniority, for the judicial officer's approval or disapproval.
 4. If the judicial officer rejects all bidders referred to in paragraph 3 herein, the appropriate court administrator shall appoint to the position any remaining Court Reporter who is unassigned, making reasonable effort to do so by order of least seniority.

- D. For the purpose of this article, a judicial officer shall mean a Judge, Magistrate, General Magistrate, or any other person sitting in a judicial capacity.

12.4 Requests for typing time shall be honored in accordance with the number of pages on appeal and the date of the appeal, not seniority, except in cases of priority by the Courts.

12.5 Every reasonable effort will be made to assign standby Court Reporters in order of seniority beginning with the least senior person and proceeding upwards on a rotating basis.

12.6 Assignment of Electronic Court Reporters each term shall be made according to the seniority of the Electronic Court Reporters who shall inform the appropriate Trial Court Administrator or his/her designee at least fourteen (14) days prior to the opening of the term of his/her choice of assignment, subject to the Judge's or Magistrate's approval.

12.7 Bidding Procedure: If a Court Reporter is granted a leave of absence by the appointing authority for a period not to exceed six (6) months to take another position in state service, his/her judicial assignment shall be considered vacant. At the expiration of said leave, if the Court Reporter returns to his/her position, he/she shall be restored to his/her previous position on the seniority list and shall be considered a spare for purposes of assignment.

Article XIII

Assignment Process

13.1 The following shall apply with regard to the assignment process:

- A. Temporary assignments for spare Court Reporters, court reporters working on a per diem basis, and others out for typing will be made at the assignment workstation each day fifteen (15) minutes prior to the commencement of the morning session of court. All such Court Reporters must report in person to the assignment workstation one half hour prior to the commencement of the morning session. Permanently assigned Court Reporters who become available due to the absence of their own Judge or Magistrate are considered spare Court Reporters and must report accordingly.
- B. The workstation shall be accessible, and shall be provided with an assignment board where courtroom assignments requiring coverage and available Court Reporters in order of seniority will be listed for that particular day. Available Court Reporters shall be spares, per diems, if available, and typists, in that order. The list will be available each day at least fifteen (15) minutes prior to the commencement of the morning court session.
- C. Wherever possible, assignments shall be chosen on a seniority basis.
- D. Nevertheless, an individual Court Reporter may be precluded from taking his/her choice of temporary assignment because of the necessity to stay out for typing to meet commitments previously made to the Supreme Court or because of approved

pending scheduled vacations or time out of work for other reasons for which approval was previously given and no other reasonable alternative is available.

- E. No temporary assignment shall be made before fifteen (15) minutes prior to the commencement of the morning session; at that time it is anticipated that all known temporary assignments to be covered will be provided for, allowing for the most senior Court Reporter present to make the first choice and for subsequent choices likewise to be made on the basis of seniority.
- F. Out-county assignments (assignments in Washington, Kent, and Newport county courthouses) known in advance and not chosen by seniority shall be assigned one work day prior to assignment by reverse seniority (least senior first) of available spare Court Reporters. Reporters working in Providence County shall pick up their next day's assignment from the Administrative Office in the afternoon. Those Reporters in the out-counties shall be advised of their next day's assignments via email or telephone call by the Administrative Office in the afternoon of the previous day. All assignments shall be made the preceding day for the following day but for sudden illness or other emergency. Court Reporters suffering a sudden illness or other emergency affecting their availability shall promptly notify the Administrative Office. Spare Reporters shall be physically present in Providence each workday at 8:30 A.M.
- G. In those instances where an assignment is an out-county assignment and there is an expectation of late arrival, the assigned Court Reporter should so advise the assignment person in order that he or she may notify the Justice to be covered.
- H. Every Court Reporter who is spare, out of court for typing, or working on a per diem basis shall be available for assignment on an as-needed basis from 8:30 A.M. to 4:30 P.M., and if such person shall be unavailable at any time during the work day, but for lunch hour or authorized breaks, the Administrative Office must be informed forthwith.

Article XIV

Technological Changes

14.1 In the event of technological changes such as the introduction of automated machines or recording devices, the necessity for real-time transcription or other technological changes intended to replace traditional court reporting, the employer and the Alliance agree as follows:

14.2 No regular full time Court Reporter who is a member of the bargaining unit at the time of the ratification of this agreement shall be dismissed as the result of the introduction of such equipment, machines, apparatus or processes, nor shall there be any reduction in his or her salary or impairment of his or her benefits granted under this agreement.

14.2(A) Each employee must augment his or her computer transcribing skills and abilities to a level which meets the demands for job proficiency incident to any technological change provided that the Courts shall provide this training on paid time.

14.3 In the event it becomes necessary to train employees to qualify for such jobs, the employer agrees to institute a training program as part of the assignment for employees retained. Court Reporters who are members of the bargaining unit at the time of the ratification of this agreement and who are displaced as a result of such change will be offered alternative employment of similar status and will not be required to work at unsuitable or demeaning positions..

14.4 The parties agree that Court Reporters shall not be compelled to produce typed transcripts from tape recordings of court proceedings.

14.5 Within three (3) months of the signing of this agreement, the AOSC agrees to establish a committee with members of RICRA to review the current status of the stenographic equipment currently available to RICRA members. No later than three (3) months after the inception of the committee, it shall submit its recommendations to the State Court Administrator regarding all aspects of improving and upgrading the existing equipment, including the cost of equipment and maintenance contracts, the need for ancillary equipment, and a feasible rollout plan. The parties recognize that as of January 2009, the budget has already been prepared and submitted for FY 2010, as such, the committee will be guided by the fact that any money to support new and/or improved equipment will not be available, at a minimum, until FY 2011 (beginning July 1, 2010). Because of the significant cost of upgrading some or all of the equipment, the parties recognize and agree that improvements will be made after July 2010 and thereafter on an incremental basis should funding be appropriated.

Article XV

Equipment and Supplies

15.1 The AOSC will insure at all times that adequate supplies of printing paper, toner cartridges, steno machine ribbons, transcript covers, paper clips, pencils, pens, erasers, etc., are all available in all courthouses at all times. In addition, the AOSC will provide in good operating condition all necessary equipment such as typewriters and maintain steno and recording machines.

15.2 The AOSC will provide daily diary books for each calendar year for each individual Court Reporter and Electronic Court Reporter as well as envelopes, stationery, monthly report forms, State bills, estimate forms and all court required forms.

15.3 The AOSC shall provide for Court Reporters all necessary stenographic supplies to all outlying counties and provide in each courthouse necessary equipment, including desks, computers, and file cabinets.

15.4 Changes in equipment shall be accomplished through notice and discussion when requested by either party.

15.5 The use of AOSC computer equipment and/or supplies, whether or not new, for any purpose other than the performance of the official duties of the Court Reporter or Electronic Court Reporter in their respective titles of position, is expressly prohibited.

15.6 In the event that a RICRA member chooses to use his or her own equipment in the performance of his or her official duties, the AOSC will not be responsible for maintenance, damage and/or theft to such equipment.

Article XVI

Grievance Procedure

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

16.2 There shall be a grievance procedure as follows:

A grievance shall be presented by the aggrieved employee to the Alliance within ten (10) working days of the employee's knowledge of the occurrence of the grievance. In the event that the Grievance Committee votes to pursue the grievance on behalf of the employee, it shall present the grievance in writing to the appropriate Court Administrator or the person designated by the Appointing Authority within fifteen (15) days of receipt of the said grievance. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested. Such designee shall render a written decision to the Union and to the employee within fourteen (14) working days of the hearing. The decision shall respond to the factual and contractual allegations of the grievance. Decisions of the designee may be appealed within ten (10) working days to the State Court Administrator or his or her designee. In the case of matters that affect the entire bargaining unit and are not specific to a particular court, or in cases of suspension or dismissal, the grievance may be presented directly to the State Court Administrator or his or her designee.

Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The AOSC, on request, will produce payroll and other records, as necessary. Union officers, the aggrieved employee and employee witnesses who are State employees will be paid at their regular rate up to their normal quitting time for time spent in processing grievances. The Union representatives will have the right to assist the aggrieved at any step of the grievance procedure.

16.3 A Reporter will be disciplined for just cause only, and the AOSC shall promptly notify the Union of each such action. Should a Reporter be called to such a meeting with a supervisor for the purpose of discipline, the reporter will be notified that she/he has the right to have an Alliance representative at the meeting.

Article XVII

Arbitration

17.1 If a grievance is not settled as set forth above, it shall, at the request of the Alliance or the AOSC, be referred to the American Arbitration Association or other mutually agreed upon organization in accordance with its rules.

17.2 The decision of the Arbitrator will be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

17.3 The submission to arbitration shall be made within two (2) weeks after the decision of the State Court Administrator's designee or the expiration of the time provided therefore.

Article XVIII

Personnel File

18.1 No material shall be placed in the personnel file of any member of the bargaining unit without prior notice and such person first being provided with a copy of such material. The employee shall have the opportunity to place his/her response to said material within his/her personnel file. The mere placing of any material in a personnel file shall not constitute a determination of the correctness or incorrectness of the contents therein.

Article XIX

Requesting Leave

19.1 Other than annual leave, there shall be a form (see Appendix A) for requesting time off. Said form shall include the name of the employee, the date submitted, and the dates of the time off requested. Said form shall be submitted at the earliest reasonable opportunity and shall be responded to in writing by the appropriate Administrator's office within ten (10) business days of receipt of same. The appropriate Administrator shall use his/her best efforts to grant any reasonable request. If the request is denied, said response shall include the reasons for such denial. A Court Reporter shall have the right to rely upon and make plans based upon any request that is granted.

19.2 Requests for vacation leave for January through June of each calendar year shall be submitted by November 15 prior to the commencement of each calendar year for consideration. Requests for vacation leave for July through December of each calendar year shall be submitted by March 1 of that calendar year for consideration. All vacation requests shall be considered by December 15 for leave requests for January through June, and April 1 for leave requests for July through December.

Vacation leave shall be granted in a fair and equitable manner on a seniority basis, subject to judicial schedules. The appropriate Administrator or his/her designee shall use his/her best efforts to grant any reasonable request. Requests may be denied if in the opinion of the appropriate Administrator or his/her designee the Reporter is needed for the efficient operation

of the Court. Leave requests for a specific time period that are denied may be resubmitted at a later date. If a request is denied, said response shall include the reasons for such denial.

Vacation requests received after the deadlines will be considered on a first come, first served basis regardless of seniority. In the event of conflicting requests, preference will be given to the employee with the greatest seniority.

19.3 All Court Reporters will be expected to advise the Administrative Office, by telephone, when they must take unexpected time out for illness or other emergency situations by 4:30 p.m. at the end of any work day or between 8:30-8:45 a.m. on the following morning. Such notice will enable the office sufficient time to post the need for assignment accordingly. No home phone number of any Court Reporter shall be disclosed to any third person without the written authorization of said Court Reporter.

19.4 Designated Union members or officers shall be granted time off with pay during working hours to investigate and seek to settle grievances and to attend hearings, meetings, and conferences on contract negotiations with state officials. Such time shall be taken only after prior approval has been given by the Union member/officer's supervisor, and such approval shall not be unreasonably withheld. Such approval shall be obtained in accordance with the current procedure for procuring such approval on forms provided (See Appendix A), and shall specify the relevant date, time and the particular nature of the Union activities for which the paid time is to be utilized. It is understood that full accountability for the use of such paid leave is a legitimate management concern.

19.5 Pursuant to the Judicial Personnel Rules and Regulations, an employee shall be permitted to carryover from one year to a second consecutive year vacation time accrued and credited in one year, provided such carryover days to a second consecutive year shall be for use only and shall not be subject to cash out.

Article XX

Miscellaneous Benefits

20.1 For every five (5) full-time Justices, Judges, Magistrates or any other person sitting in a judicial capacity, where a record of the proceedings is required, the AOSC will maintain six (6) members of the bargaining unit, either Court Reporters or Electronic Court Reporters. The parties agree that management may substitute an Electronic Court Reporter for a Court Reporter. The parties agree that the 6:5 hiring ratio shall be applied separately to Family Court and Superior Court.

20.2 The ratio and staffing referred to in Section 20.1 shall be applied and maintained on a one-to-one basis with respect to retired judges and/or District Court Judges sitting at the Superior and/or Family Court level. Said retired Judges and/or District Court Judges sitting at the Superior Court and/or Family Court level may be serviced by temporary Court Reporters or Electronic Court Reporters.

20.3(A) Recall notices shall be sent by certified mail, return receipt requested.

20.3(B) In the event that an employee is laid off, then any unpaid sick leave and unused personal leave as of the date of the layoff will be frozen for three (3) years from date of layoff.

20.4 In the event of death in the employee's family, the employee shall be entitled to bereavement leave in accordance with Section 8.08 of the Judicial Personnel Rules and Regulations.

Article XXI

Leave Without Pay

21.1 When an employee is absent from work and receiving Worker's Compensation, said employee shall be granted a leave without pay for a maximum period of twenty-four (24) months. At the expiration of said period such employee shall have his/her name on the preferred reemployment list removed from the preferred re-employment list, and the leave without pay shall be terminated.

Article XXII

Purchase of Services

22.1 The Alliance recognizes that the appropriate AOSC has the right to engage non-bargaining unit members to perform court reporting duties commonly referred to as a "purchase of services contract". In the event that the AOSC enters into a purchase of services contract, no regular full-time Court Reporter shall be dismissed nor shall any terms of the instant Agreement be contravened as the result of such purchase of services contract.

Article XXIII

Inclement Weather/Emergencies

23.1 In the event that the Governor or designee declares a state of emergency that state offices are closed, all judicial employees shall be governed by Section 8.05 of the Judicial Personnel Rules and Regulations. 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, sick leave, or leave without pay. 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.

Article XXIV

Employee Evaluation

24.1 A joint committee composed of four (4) members, two (2) appointed by the AOSC, and two (2) appointed by the President of the Union, will establish, implement, and monitor a process by which employees and their supervisors discuss performance goals and evaluation with respect thereto.

The intent of the parties is to adopt existing models of employee evaluation forms to the department and to implement such process on or about July 1, 2006.

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

Evaluation 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 XXV

Sick Leave Bank

25.1 The AOSC and the Union agree to establish a Sick Leave Bank Committee which shall be responsible to consider creating a Sick Leave Bank and to administer a Sick Leave Bank in the bargaining unit covered by this Agreement.

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

25.3 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 four hundred eighty (480) hours per employee assigned to a forty (40) hour work week and four hundred twenty (420) hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.
- D. Employees must make contributions to the Sick Leave Bank on January 15 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.

- E. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour workweek and seven (7) hours of sick leave if assigned to a thirty-five (35) hour workweek.
- F. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.
- G. Part-time employees may participate on a pro-rated basis.

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

25.5 If during the calendar year the Sick Leave Bank falls below three hundred fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one (1) additional day (8 hours or 7 hours) from those employees who made a contribution on January 15 of that calendar year.

Article XXVI

Alteration of Agreement

26.1 The AOSC and the Union acknowledge that this agreement represents the results of collective bargaining negotiations between said parties conducted under and in accordance with the provisions of the Labor Relations Act and constitutes the entire agreement between the parties for the duration of the life of said agreement; each party waiving the right to bargain collectively with each other with reference to any subject matter, issue, or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this agreement.

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

Article XXVII

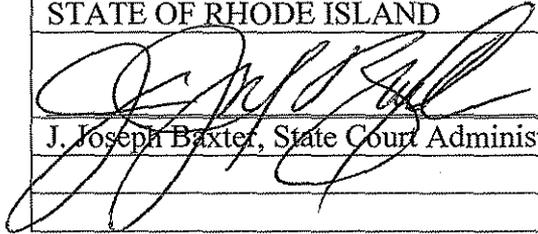
Termination of Agreement

27.1 This Agreement shall be in full force from July 1, 2008 through June 30, 2012.

This Agreement shall automatically be renewed from year to year after the 30th day of June 2012, unless either party shall notify the other in writing not less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event 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 effect 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.

27.2 In the event that either party desires to terminate this Agreement after June 30, 2012, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of February, 2009.

FOR THE ADMINISTRATIVE OFFICE OF STATE COURTS ON BEHALF OF THE STATE OF RHODE ISLAND	FOR THE RHODE ISLAND COURT REPORTERS ALLIANCE, LOCAL 4829, AFT, AFL-CIO
	
J. Joseph Baxter, State Court Administrator	Andrew J. D'Angelo, President



APPENDIX A
RHODE ISLAND JUDICIARY
EMPLOYEE LEAVE REQUEST FORM

Name:		Date Requested:		
Court:		Dept/Position:		
Type of Leave:	<input type="checkbox"/> Vacation <input type="checkbox"/> Personal <input type="checkbox"/> Comp <input type="checkbox"/> Sick <input type="checkbox"/> Family Sick <input type="checkbox"/> Administrative <input type="checkbox"/> LWOP <input type="checkbox"/> Deferred <input type="checkbox"/> Union Business			
Date(s) Leave Requested	Time From	To	Number of Hours	Type of Leave
TOTAL HOURS:				
Notes:				
Employee's Signature:				
TO BE COMPLETED BY ADMINISTRATIVE OFFICE (Responses due within 10 days of receipt)				
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied (indicate reason):		<input type="checkbox"/> Transcript Backlog	
	<input type="checkbox"/> Kind of time requested is not available		<input type="checkbox"/> Staffing Needs	
	<input type="checkbox"/> Other:			
Supervisor's Signature:			Date:	

*Please fill out the above form when requesting leave time from your immediate Supervisor or Appointing Authority.
 Retain a copy for yourself and provide the original to your Supervisor or Appointing Authority.*

Collective Bargaining Agreement Between Rhode Island Administrative Office of State Courts
 And Rhode Island Court Reporters Alliance, Local 4829, RIFTHP, AFT, AFL-CIO
 July 1, 2008 to June 30, 2012

APPENDIX B

SALARY SCHEDULE						
Fiscal Year		Step 1	Step 2	Step 3	Step 4	Step 5
Electronic Court Reporters – GRADE 119						
2009		36,392	37,460	38,364	39,365	40,927
2010	2.5%	37,301	38,396	39,323	40,349	41,950
2011	3.0%	38,420	39,548	40,502	41,559	43,209
2012	3.0%	39,573	40,735	41,718	42,806	44,505
Court Reporters – GRADE 127						
2009		49,547	51,322	53,182	56,039	
2010	2.5%	50,786	52,605	54,512	57,440	
2011	3.0%	52,310	54,183	56,147	59,163	
2012	3.0%	53,879	55,809	57,831	60,938	

MEMORANDUM OF UNDERSTANDING

By and between the

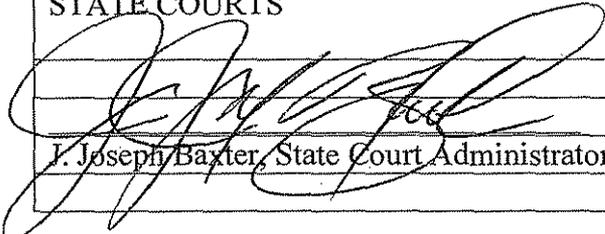
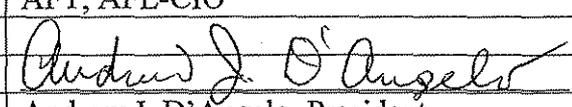
Rhode Island Administrative Office of State Courts ("AOSC")

and

**Rhode Island Court Reporters Alliance
Local 4829, RIFTHP, AFT, ALF-CIO**

This Memorandum of Understanding ("MOU") shall serve to confirm that the parties have agreed, effective the signing date of the 2008-2012 Collective Bargaining Agreement between the parties, that vacation entitlement for new hires will conform to the policy established by the Judiciary for all other judicial employees in accordance with Section 8.06 of the Judicial Personnel Rules and Regulations, however, should the AOSC find it difficult to attract qualified court reporters, the parties agree that the AOSC may offer additional vacation time to prospective employees in order to secure their services, without violating the terms and conditions of the Collective Bargaining Agreement.

In witness whereof, the parties have set their hands this 26th day of February, 2009.

FOR THE ADMINISTRATIVE OFFICE OF STATE COURTS	FOR THE RHODE ISLAND COURT REPORTERS ALLIANCE, LOCAL 4829, AFT, AFL-CIO
	
J. Joseph Baxter, State Court Administrator	Andrew J. D'Angelo, President