

**CONTRACT BETWEEN  
THE STATE OF RHODE ISLAND  
DEPARTMENT OF CORRECTIONS  
&  
DEPARTMENT OF CHILDREN, YOUTH &  
FAMILIES**

**AND**

**RHODE ISLAND PROBATION AND PAROLE  
ASSOCIATION OF CLASSIFIED EMPLOYEES**

**CLERICALS/AIDES  
(RIPPA)**

**July 1, 2013– June 30, 2017**

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
MEMORANDUM OF AGREEMENT.....	1
PREAMBLE.....	1
ARTICLE I.....	1
RECOGNITION.....	1
ARTICLE II.....	2
DUES DEDUCTIONS – AGENCY SHOP.....	2
ARTICLE III.....	3
NON-DISCRIMINATION CLAUSE.....	3
ARTICLE IV.....	4
MANAGEMENT RIGHTS.....	4
ARTICLE V.....	5
WORK DAY AND WORK WEEK.....	5
ARTICLE VI.....	8
SALARY SCHEDULE.....	8
ARTICLE VII.....	11
SHIFT DIFFERENTIAL.....	11
ARTICLE VIII.....	12
OVERTIME, CALL IN TIME.....	12
ARTICLE IX.....	13
HOLIDAYS.....	13
ARTICLE X.....	15
INCLEMENT WEATHER/EMERGENCIES.....	15
ARTICLE XI.....	15
SENIORITY.....	15
ARTICLE XII.....	21
VACATIONS.....	21
ARTICLE XIII.....	23
MATERNITY, BEREAVEMENT, SICK LEAVE.....	23
ARTICLE XIV.....	29
HEALTH AND WELFARE.....	29
ARTICLE XV.....	36
RETIREMENT.....	36
ARTICLE XVI.....	37
TAX ANNUITY.....	37
ARTICLE XVII.....	37
GROUP LIFE INSURANCE.....	37
ARTICLE XVIII.....	38
LEAVE FOR PERSONAL REASONS.....	38
ARTICLE XIX.....	39
JURY DUTY/WITNESS SUBPOENA.....	39
ARTICLE XX.....	39
MILITARY LEAVE.....	39
ARTICLE XXI.....	41
MILITARY TRAINING LEAVE.....	41
ARTICLE XXII.....	42
BULLETIN BOARDS.....	42

ARTICLE XXIII.....	42
UNION COMMITTEE.....	42
ARTICLE XXIV.....	44
TUITION REIMBURSEMENT PROGRAM.....	44
ARTICLE XXV.....	45
PROBATIONARY EMPLOYEES AND DUE PROCESS.....	45
ARTICLE XXVI.....	48
GRIEVANCE PROCEDURE.....	48
ARTICLE XXVII.....	50
ARBITRATION.....	50
ARTICLE XXVIII.....	51
PERSONNEL FILES.....	51
ARTICLE XXIX.....	52
HEALTH AND SAFETY.....	52
ARTICLE XXX.....	53
SEVERABILITY.....	53
ARTICLE XXXI.....	54
SUB-CONTRACTING PROCEDURE.....	54
ARTICLE XXXII.....	55
LEGAL DEFENSE.....	55
ARTICLE XXXIII.....	56
NON-PERFORMANCE OF BARGAINING UNIT WORK.....	56
ARTICLE XXXIV.....	56
PERSONAL BUSINESS LEAVE.....	56
ARTICLE XXXV.....	57
EMPLOYEE EVALUATION.....	57
ARTICLE XXXVI.....	58
RECLASSIFICATION APPEALS.....	58
ARTICLE XXXVII.....	60
ALTERATION OF AGREEMENT.....	60
ARTICLE XXXVIII.....	60
NO STRIKES OR LOCKOUTS.....	60
ARTICLE XXXIX.....	61
EXAMINATION IN THE CLASSIFIED SERVICE.....	61
ARTICLE XL.....	61
MILEAGE ALLOWANCE.....	61
ARTICLE XLI.....	62
INTERPRETER ASSIGNMENT PAY.....	62
ARTICLE XLIV.....	63
PARITY.....	63
ARTICLE XLV.....	64
DURATION.....	64
ARTICLE XLVI.....	65
TERMINATION AND REOPENING OF AGREEMENT.....	65
MEMORANDUM OF AGREEMENT.....	67
IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT.....	67
MEMORANDUM OF AGREEMENT.....	69
LETTER OF AGREEMENT.....	71
SIDE LETTER.....	73
CLERICAL CLASSIFICATION ANALYSIS.....	73

## **MEMORANDUM OF AGREEMENT**

This Agreement is hereby entered into this \_\_\_\_ day of \_\_\_\_, 2014 by and between the State of Rhode Island, hereinafter referred to as the State, and RIPPA, hereinafter referred to as the Union, and the Department of Corrections and Department of Children, Youth and Families, herein referred to as the Department.

### **PREAMBLE**

It is agreed that the purpose of this Agreement is to carry out the policy of the State and the Department by encouraging a more harmonious and cooperative relationship between the State, the Department and its employees by providing for procedures which will facilitate the free and frequent communications between the State, the Department, and its Employees.

The State, the Department, and the Association recognize that members of the Association are an important resource and perform a vital service to the Department and State. The professional way in which they perform their duties contributes greatly to the efficient way in which the Department operates.

No negotiated Settlement Agreements or Memorandums of Agreements entered into after the ratification of this Agreement will have precedential effect, amend this agreement, or provide for wage rate adjustments unless they are signed by the Director of Administration or his/her designee.

### **ARTICLE I**

#### **RECOGNITION**

1.1 The State hereby recognizes the Association as the sole and exclusive bargaining agent and all employees within the bargaining unit. The bargaining unit consists of those

classes of positions found appropriate as a result of the petition submitted in Case Number EE-3505 as designated by the State Labor Relations Board.

1.2 No person or persons represented by the exclusive agent shall bargain individually or collectively with the State concerning any terms or conditions of employment except through the authorized representatives of the Union as provided in the State Labor Relations Act.

1.3 In all instances referring to Department throughout this Agreement it is understood that Department refers to either the Department of Corrections or Department for Children, Youth and Families and where applicable to both.

## **ARTICLE II**

### **DUES DEDUCTIONS – AGENCY SHOP**

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

2.2 The State Controller also shall, upon certification of the exclusive organization, deduct bi-weekly from said employee's salary said above amount and remit the same to the treasurer of the exclusive bargaining organization. The State will not deduct dues for membership in any other Union.

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

2.4 The State recognizes the Union's ability to increase dues lawfully and in accordance with its constitution and by-laws, and upon written representation by the Union that dues have been lawfully increased and in accordance with its constitution and by-laws, the State agrees to adjust the amount of dues deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law. The Union shall indemnify and save the State harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the State in reliance upon the Union's representation that its dues have been lawfully increased and in accordance with the Union's constitution and by-laws or for the purpose of complying with any of the provisions of this article.

### **ARTICLE III**

#### **NON-DISCRIMINATION CLAUSE**

3.1 The State and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color, sex, or sexual orientation, gender identity or expression, age, physical handicap, marital status, country of ancestral origin, political beliefs or affiliations and/or membership in any lawful organization.

3.2 All references to employees in this Agreement designate both sexes.

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

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

3.5 The State and the Union agree to establish a committee consisting of representatives from both sides to continue and explore affirmative employment action and, if possible, to enter into a Letter of Understanding.

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

3.7 The State of Rhode Island and its Department of Corrections and Department for Children, Youth, and Families will not permit sexual harassment.

#### **ARTICLE IV**

##### **MANAGEMENT RIGHTS**

4.1 Subject to the terms and conditions of this Agreement, it is understood and agreed that the Appointing Authority or his/her designee shall have sole jurisdiction over the management of the operations of his/her respective Department.

For example, but not limited thereto, the employer shall have the exclusive rights subject to provisions of this Agreement and consistent with the applicable laws and regulations:

- A. To direct employees in the performance of the duties of their positions;
- B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations 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 for 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 V**

### **WORK DAY AND WORK WEEK**

5.1 It is hereby agreed that there shall be two (2) basic work weeks as follows:

- a. Standard 35.0 Hours – A 35 hour workweek (5 consecutive days of 7 consecutive hours), exclusive of unpaid lunch periods.

- b. Standard 40.0 Hours – A 40 hour workweek (5 consecutive days of 8 consecutive hours each), exclusive of unpaid lunch periods.

- c. Non-Standard – 5 consecutive days of at least 7 consecutive hours each), exclusive of unpaid lunch periods.

- d. Non-Standard, Non-Exempt – 5 consecutive days of at least 7 consecutive hours each, exclusive of unpaid lunch periods, and who receive overtime pay at time and one half for all hours worked in excess of forty (40.0) hours.

Nothing herein alters or addresses the parties' rights or obligations concerning the peculiar work hours or work weeks.

5.2 In the event it becomes necessary to change the scheduled work hours in any area, the State shall notify the Union's President. In the event that a new schedule for hours of work is agreed upon and implemented, that schedule shall be posted and bid upon in accordance with the seniority provisions of this Agreement. In the event no bids are

received, then the most junior employee in the classification affected within the Department shall be assigned the scheduled hours. If the hours are not agreed to, then the issue shall be submitted to arbitration. The Department shall be permitted to implement the schedule subject to the grievance and arbitration provisions of the contract.

5.3 Employees hired for all part-time positions shall either be twenty (20) hours or more per week, or fifteen (15) hours or less per week.

All part-time employees in the bargaining unit employed a minimum of twenty (20) hours per week shall be entitled to fringe benefits on a pro-rata basis.

5.4 Employees shall be granted a fifteen (15) minute coffee break during the first half and the second half of their work day. All employees shall be granted a meal period of not less than one-half hour duration during each work day to be determined by the work day schedule that applies.

5.5 Shift hours, upon being scheduled, will be posted.

5.6 When an employee is required in writing or orally 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 working days, such employee shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one (1) step over his/her present rate retroactive to the first day of such assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within twenty-four (24) hours of said direction, and an employee may refuse such assignment if he/she does not receive such written authorization or direction.

The Local Union President or appropriate Union official shall be notified either in writing or electronically, of every bargaining unit members assigned to work in a higher class of position pursuant to this article.

A three-day rule assignment for a bargaining unit position that is created by illness leave, injury leave, workers compensation leave, military leave or other leave where the employee has not vacated the position (“Encumbered Positions”) will not exceed twelve (12) months. If at the end of the twelve (12) month period, the vacated position remains an Encumbered Position, the State may fill the position with additional three-day rule assignments of other employees. If at the end of the twelve (12) month period the position is not Encumbered, it will be posted as a vacant position in accordance with Article 11.7 of the collective bargaining agreement, provided the position is funded and approved to be filled. The twelve (12) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

A three-day rule assignment for a bargaining unit position that is created by termination, resignation or retirement will not exceed nine (9) months. Thereafter it will be posted as a vacant position in accordance with Article 11.7 of the collective bargaining agreement provided the position is funded and approved to be filled. The nine (9) month period for any of the employees serving in the assignment may be extended by mutual agreement of the parties.

If at the end of the 3-day rule assignment period the position the employee is assigned to is not approved and funded, the assigned employee will be returned to their original pre-3-day rule assignment. Such positions will not be filled with another three-day rule assignment.

This provision will become effective upon ratification and the time frame set forth herein will begin to run at that point.

5.7 The parties will meet beginning on or before July 11, 2014 for the purpose of exploring the restructuring of job duties and scope of work performed by probation and parole officers. The goal of said meetings would be to make a corrective recommendation to the compensation and classification consultant engaged by the State on or before September 30, 2014. All other participants within the bargaining unit will be reviewed in accordance with the state-wide compensation and classification study.

## ARTICLE VI

### SALARY SCHEDULE

#### 6.1 Wages

(a) There shall be an across-the-board base wage increase of 2.0 % effective April 6, 2014.

(b) There shall be an across-the-board wage increase of 2.0% effective October 5, 2014.

(c) There shall be an across-the-board base wage increase of 2.0 % effective October 4, 2015

There will be a wage reopener for wages that will be effective on July 10, 2016.

Unless agreed otherwise, the parties will engage in bargaining between April 30, 2016 and June 30, 2016 concerning said wage reopener.

6.2 Each member holding the following classification of position will be paid according to the following Pay Grade:

- Clerk Secretary 316
- Data Control Clerk 315A
- Field Investigator 320

- Fiscal Clerk 314
- Implementation Aide 322
- Principal Clerk Steno 313
- Principal Clerk Typist 312
- Probation and Parole Aides 318
- Senior Clerk Steno 310
- Senior Clerk Typist 309
- Senior Word Processing Typist 312
- System Support Technician 318
- Information Aide\* 315A
- Information Services Technician II\* 320A

\*This title and paygrade are subject to approval by the Labor Relations Board

6.3 An employee appointed from an employment or promotional list shall receive one (1) step increase at the satisfactory completion of the probationary period which shall be one hundred thirty (130) days worked and shall receive an additional one (1) step increase each year thereafter within the classification until the maximum of the applicable grade shall have been reached.

6.4 An employee who is appointed to a position in the bargaining unit for which there is no list shall receive a one (1) step increase after six (6) months of service, which shall be one hundred thirty (130) days worked, and after each year of service thereafter within the classification, until the maximum of the applicable grade shall have been reached.

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

<u>Years of Service</u>	<u>Percentage Increase Of Current Salary</u>
5	5.0%
11	10.0%
15	15.0%
20	17.5%
25	20.0%

Longevity shall be computed from the base entry date.

Effective July 1, 2012, notwithstanding any provision of the collective bargaining agreement to the contrary, an employee's eligibility for longevity stipends, including the amount thereof, shall be governed by the applicable provisions of Article 8 of the FY 2012 Budget (P.L. 2011, ch. 151, art 8), as amended.

6.6 Each employee, who has successfully completed a four (4) course curriculum approved in advance by the Personnel Administrator, shall be entitled to a one (1) step pay increment next above the employee's 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).

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 State.

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.

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:

Each earned increment shall be retained for not more than four (4) years; and

Each employee shall be eligible to earn additional increments, under the Incentive In-Service Training Program, by commencing additional training three (3) years or more after final payment of the previously earned increment.

6.7 The following schedule sets forth the pay plan, including step increases for each grade in the pay plan. (See Appendix A, Classified Annual Salaries)

6.8 Recovery of Overpayments – When an employee has received additional compensation for which he/she is not entitled, the State shall recover such overpayment at the rate of 10% or \$100.00, whichever is lesser, per pay period until the amount of the overpayment is fully recovered.

## **ARTICLE VII**

### **SHIFT DIFFERENTIAL**

7.1 The “evening tour of duty” shall mean those hours worked between the hours of 3:00 P.M. and 12 midnight. The “night tour of duty” shall mean those hours worked between the hours of 11:00 P.M. and 8:00 A.M.

Employees whose scheduled hours are 7:00 A.M. to 3:00 P.M. or 8:00 A.M. to 4:30 P.M. shall not receive shift differential for the 7:00 A.M. to 8:00 A.M. hour or the 3:00 P.M. to 4:30 P.M. hour and one half.

7.2 All employees who are permanently assigned to work sixteen (16) or more hours of a forty (40) hour week or fourteen (14) or more hours of a thirty-five (35) hour work week during the “evening tour of duty” or during the “night tour of duty” shall be compensated an additional forty cents (\$.40) an hour over the rate prescribed for the classification in which their work is performed for all hours of the work week.

7.3 The shift differential pay shall be sixty five cents (\$.65) per hour.

7.4 Any employee assigned to the first shift and required to work on the second shift, in addition to working their daily assigned work shift, shall not be entitled to any added shift differential pay.

7.5 Employees hired into state service on or after June 29, 2014 shall not receive shift differentials for hours worked between 7 a.m. and 3 p.m. Shift differentials will only be

paid in accordance with agreed upon contract language.

## **ARTICLE VIII**

### **OVERTIME, CALL IN TIME**

8.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an appointed authority or designee may direct or authorize overtime work. Overtime work shall be a matter of record and distributed as fairly and as equitably as possible on a rotation basis, within the respective work location and class of position based on primary seniority. An employee offered overtime will be excused at his or her request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until his or her name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and work location in which overtime work is assigned voluntarily accept the assignment, the State may direct and require employees within the classification and division to perform the work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union at its request.

No employee who has performed work before or after scheduled shift hours will have the right or will be required by the State, by reason thereof, to take time off to equalize working hours.

8.2 Overtime shall be defined as the required performance of work within the employee's classification in excess of the established work week.

8.3 Time and one-half shall be paid for authorized work performed in excess of the established work week. However, in any event, an employee may elect to take

compensatory time in lieu of cash, with the approval of the appointing authority or designee. Such compensatory time must be discharged by the end of the current fiscal year or shall be paid within two (2) pay periods of the next fiscal year.

8.4 A record of overtime work will be furnished to the Association following a request from the Union.

8.5 In the event that the Association has reason to believe that overtime is being unfairly and inequitably distributed within the bargaining unit and work location, the Association may, upon request with reasonable notice, inspect records of overtime.

8.6 Hours which are paid for, but not actually worked, except holidays, vacation leave, and personal leave, shall not be counted as hours worked nor shall they be otherwise used in the computing of overtime.

8.7 It is agreed that when an employee is called to a work shift other than his or her own, the employee will be permitted to complete a shift period unless informed at or prior to the beginning of the shift that only a stated number of hours are required.

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

## **ARTICLE IX**

### **HOLIDAYS**

9.1 The following shall constitute the official holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Victory Day
- Labor Day

- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any day in which a general election is held, such as Election Day.
- Any day which shall hereafter be appointed as a holiday by the Governor or General Assembly.

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

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

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

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

9.6 When a non-standard employee is required to work on a holiday which falls on a regularly scheduled work day, he or she shall be compensated for an additional seven (7) hours at the employee's regular pay rate.

9.7 In the event that any holiday listed above is eliminated by legislative action and a new holiday is not substituted for the holiday that was eliminated during the same legislative session, the State agrees to add one (1) additional day of Personal Leave.

## **ARTICLE X**

### **INCLEMENT WEATHER/EMERGENCIES**

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 or that State offices are closed, the following provisions shall apply:

The Department of Administration shall determine the designated starting time of the emergency.

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.

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.

Nothing in this Agreement shall negate the practice of granting time off (two hours) for the annual employee outing.

## **ARTICLE XI**

### **SENIORITY**

#### 11.1 DEFINITIONS

- A. Primary Seniority – Length of continuous service in the present class of position within the bargaining unit.

B. Secondary Seniority – Length of continuous service in any other class of positions within the bargaining unit.

C. State Seniority – Length of continuous service in State employment.

11.2 It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, shift assignments, days off, and vacation time. Primary seniority shall be the determining factor for transfers, shift assignments, days off, and vacation time.

11.3 When primary seniority is identical for two or more individuals in the same class of position, State seniority (hire date) will govern: any time earned prior to a break in service will not be used in determining seniority.

If state seniority for two (2) or more employees is identical, the Office of Labor Relations, Department of Administration and the Union shall conduct a lottery to break the tie.

11.4 The appointing authority shall prepare and forward to the Union President a seniority list of employees by class of position. Each employee shall have an opportunity to review said list and bring any error to the attention of the Union President and the appropriate administration officer within thirty (30) days after the list is posted. The parties shall examine the official employment records and all adjustments shall be based upon these records. Each employee shall initial the seniority list, confirming its accuracy.

The seniority list shall be updated on an annual basis.

11.5 A break in seniority shall be caused by the following occurrences only:

A. When an employee has been discharged for just cause;

B. When an employee voluntarily terminates his employment;

- C. When an employee fails to respond to a recall notice;
- D. When an employee fails to notify his departmental director of his absence from work within three (3) working days, unless extenuating circumstances prohibit such notice;
- E. When an employee fails to renew a leave of absence;
- F. When an employee engages in other work without authorization while on leave of absence;
- G. When an employee is laid off in excess of three (3) consecutive years.

11.6 Seniority shall continue to accrue during all periods of authorized leaves of absence.

When an employee is appointed to a promotional position and is granted a leave of absence to protect status, that employee shall continue to accrue seniority in the former class only if she/he does not successfully complete the probationary period. A leave to protect status bid shall be offered only one time.

11.7 All new and vacant positions to which recruitment is to be initiated shall only be posted on the State's internet opportunities website for a period of ten (10) calendar days and notice of such vacancies shall be sent to the Union's Executive Director and local Union Presidents or other designated officials at the time of posting via electronic means. Employees who apply for such vacancies shall do so via the State's internet employment opportunities website. Employees shall be provided reasonable access to State computers for the purposes of reviewing and applying for online postings. Every effort will be made to fill vacancies from within the bargaining unit. Employees will be notified in writing as to the disposition of their applications.

#### 11.8 LAYOFF/JOB ABOLISHMENT

- A. Layoff shall be defined as any separation from employment for any reason

other than discharge or suspension for just cause.

B. In the event of layoff, the least senior employee in terms of primary seniority within the affected class and within the affected Department shall be laid off in the following classified status order:

1. Temporary;
2. Provisional;
3. Probationary;
4. Permanent;
5. Statutory.

Such employee(s) shall be given two (2) weeks notice of layoff.

C. Such employee(s) may use her/his primary seniority to displace the least senior employee(s) in terms of primary seniority within the class of position. Employees who are so displaced shall not be entitled to the two (2) weeks notice of layoffs.

D. If the laid-off employee(s) cannot so displace, she/he shall be able to displace the least senior employee(s) in terms of secondary seniority in a lower class of position provided that the laid-off employee(s) has held the same or greater classification status in that class of position as the employee(s) who will be displaced.

E. An employee who has been displaced in accordance with this procedure may displace the least senior employee(s) in terms of state seniority in a lower class of position provided that employee has held the same or greater classification status in that class of position.

- F. Unpaid sick leave and personal leave accruals will be frozen for three (3) years from date of layoff.

#### 11.9 RECALL

In the event of a recall, employees who have actually been separated from service within the Department of Corrections (DOC) or the Department of Children, Youth and Families (DCYF) as a result of a layoff or displacement shall be entitled to be recalled in the reverse order of seniority and classification status and shall be entitled to two (2) weeks notice.

Employees to be recalled from layoff shall be given written notice by certified mail to their last known address, return receipt requested.

#### 11.10 REASSIGNMENT

When a reassignment of the work force is to take place within a Department, the following procedures will be followed:

- A. The Department shall determine which employee(s) shall be reassigned.
- B. The appointing authority shall notify in writing the Union President and employee two (2) weeks prior to the reassignment. Such notification shall include:
  - 1. Employee(s)' name(s) and class(es) of position;
  - 2. Employee(s)' primary seniority;
  - 3. Proposed location reassignment.
- C. The affected employee(s) may either accept the reassignment or displace the least senior employee in the same class of position.
- D. Such employee(s) so affected shall not be subject to reassignment for a period

of twelve (12) months from the beginning date of the reassignment.

- E. No employee who has been reassigned shall be required to perform duties outside of his or her classification.

#### 11.11 TEMPORARY TRANSFER

In the event of a temporary transfer defined as thirty (30) calendar days and not to recur the following procedures will be followed:

- A. The Department shall determine which employee will be temporarily transferred.
- B. The Department will notify, in writing, the employee and the Union President two (2) days prior to such temporary transfer. Such notification shall include:
  - 1. Employee's name and class of position;
  - 2. Proposed location of transfer;
  - 3. Beginning and ending date of temporary transfer.
- C. Such employee so transferred pursuant to this section shall not be subject to temporary transfer for a period of twelve (12) months from the beginning date of the temporary transfer.
- D. No employee so transferred will be required to perform work outside of his or her classification.

#### 11.12 TRANSFERS

11.12.1 Employees may bid for vacant positions of the same classification title within the bargaining unit on the basis of primary seniority. When a vacancy exists and bids for transfer are made, it is understood that the bidder will accept the restrictions and assignment of the vacant position. It is understood that the successful bidder must be

available for immediate employment. The transfer shall be implemented at the start of a pay period no later than fifteen (15) working days after the completion of the bidding period, which shall include the grace period. Employees shall be limited to three (3) bids in a twelve (12) month period.

11.12.2 Employees performing work in the bargaining unit shall not be required to perform work in any Department except for DOC and DCYF.

**ARTICLE XII**

**VACATIONS**

12.1 No newly employed employee shall be entitled to utilize any vacation accrual until such employee has completed thirteen (13) bi-weekly pay periods, but vacation credits shall accrue during such time.

12.2 On January 1<sup>st</sup> of each year, employees shall be credited with certain vacation days in accordance with Schedule A below. Said days shall not be subject to accrual and shall be designated as “Up Front Days.” The balance of an employee’s vacation entitlement shall be subject to accrual in accordance with the following schedule. All vacation days subject to accrual shall be accrued according to the following formula:

<u>Years of Service</u>	<u>Up Front Days</u>	<u>Days Subject to Accrual</u>	<u>Total</u>
At least 6 months but not more than 5 years	2	8	10
At least 5 years but not more than 10 years	2	13	15
At least 10 years but not more than 15 years	4	14	18
At least 15 years but not	4	16	20

more than 20 years			
At least 20 years but not more than 25 years	9	17	26
25 years of more	9	19	28

SCHEDULE OF ACCRUAL

<u>Days Subject to Accrual</u>	<u>Rate</u>
8	.0308
13	.0500
14	.0538
16	.0615
17	.0654
19	.0731

“Up Front Days” shall be indicated on the employee’s time card as well as on the Accrued Hours Quarterly Statement. The employee’s balance of vacation entitlement shall be indicated by a separate entry on the Accrued Hours Quarterly Statement.

When an employee reaches the required number of years of service, which would increase the vacation entitlement, the State agrees to add without regard to accrual the additional up-front days on account of the increase in vacation entitlement. For example: an employee who reaches twenty (20) years of service on September 1<sup>st</sup> would have five (5) additional vacation days added to his/her total of earned vacation credits. The balance of any increase shall be sought to accrual. An employee may carry over from one year to the next two (2) years of accrued vacation time. However, an employee shall only be allowed to cash out one (1) year’s accrual of vacation.

12.3 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 or her vacation credits, such employee or estate shall, upon such termination be

entitled to receive full pay for each hour of vacation to his or her credit as of the date of termination up to a maximum of one (1) year's accrual.

12.4 Appointing authorities shall assign vacation leave with justice and equity.

12.5 Each employee shall be allowed to take at leave two (2) consecutive weeks of vacation at sometime during the calendar year.

12.6 Should a question arise between employees as to when their vacation will be taken, the senior employee shall have preference based upon primary seniority.

12.7 A record of all vacation time due shall be given to all employees covered by this Agreement every three (3) months as provided by the Department of Administration.

### **ARTICLE XIII**

#### **MATERNITY, BEREAVEMENT, SICK LEAVE**

##### **A. MATERNITY LEAVE**

13.1 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

13.1.1 At the expiration of maternity leave of six (6) months or less, the employee shall be returned to the position from which she is on leave and placed on the salary step she would have been on if not on leave, at the current range for her class of position. An employee on maternity leave for more than six (6) months shall be returned to the same class of position as held prior to taking such leave and shall be placed in a vacant position or if no vacant position exists, shall displace the most junior employee within the same classification within the bargaining unit upon expiration of such leave.

13.1.2 It is agreed that pregnant employees who have exhausted their sick leave shall be granted a maternity leave without pay. A pregnant employee shall submit

written notification to the Department of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not more than twelve (12) months and may be extended by mutual consent. An employee may request an early return in writing with a thirty (30) calendar day notice to the appointing authority. Said appointing authority's approval shall not be unreasonably withheld. Employees granted leave for maternity reasons shall receive all health benefits paid by the State for up to twelve (12) months.

13.1.3 In the event that an employee or an employee's spouse becomes a parent or guardian through birth, adoption, or other legal proceedings, the employee shall be granted parental leave without pay not to exceed thirteen (13) weeks and may request an additional thirteen (13) weeks which shall not be unreasonably withheld. In the event additional leave is granted beyond twenty-six (26) weeks, employees will be required to exhaust accrued vacation and personal leave.

#### B. BEREAVEMENT AND FUNERAL LEAVES

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

(a) four (4) days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, brother, or sister;

(b) three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household.

(c) one (1) day in the case of the death of an aunt, uncle, sister-in-law or brother-in-law.

If more than the above days of bereavement leave are needed, such additional time must be charged to annual or personal leave. Sick leave requests must be in accordance with the provisions of Article 13, Maternity, Bereavement, Sick Leave.

#### C. SICK LEAVE

13.3.1 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 or to attend to doctor visits. However, the State may be entitled to require verification from the employee regarding the illness of a member of their immediate family or the necessity of attendance for doctor visits; and the employee may use up to but not in excess of ten (10) working days in any calendar year for the purpose of attending a member of the immediate family who is ill or attending necessary doctors appointments.

13.3.2 Employees whose basic work week is thirty-five (35) hours or in the thirty-five (35) hour non-standard category shall accrue four (4) hours for each bi-weekly period of service; employees whose basic work week is forty (40) hours or in the forty (40) hour non-standard category shall accrue five (5) hours for each bi-weekly period of service.

13.3.3 When the total accumulation shall amount to eight hundred seventy-five (875) hours for an employee assigned to a thirty-five (35) hour work schedule or a thirty-

five (35) hour non-standard schedule and 1,000 hours for an employee assigned to a forty (40) hour work schedule or a forty (40) hour non-standard schedule, no further credit shall accrue until totals shall have been reduced to less than the maximum.

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

A thirty-five (35) hour a week employee or a thirty-five (35) hour 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 forty (40) hour a week employee or a forty (40) hour non-standard employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours up to and including 1,000 hours.

13.3.5

- (a) For each discharge of leave of three (3) to less than five (5) consecutive days, the employee's appointing authority shall require, and the worker shall provide, a properly completed Employee Certification of Necessary Absence Form (Affidavit) as provided in the Appendix of this Agreement.
- (b) For each discharge of leave of five (5) or more consecutive days, the employee's appointing authority shall require, and the employee shall provide properly completed employee and physician portions of the appropriate United States Department of Labor form (currently WH-380-E, WH-380-F, WH-384 or WH-385) as provided in the Appendix of this agreement.
- (c) In order for the appointing authority to designate an absence as FMLA qualifying leave, the employee must provide the appropriate federal form referenced in (b).
- (d) Nothing herein exempts the employee's obligation to comply with the employing agency's procedure for the need for such leave and obtaining prior authorization as required.

- (e) Notwithstanding the above, the appointing authority, upon reasonable suspicion of leave abuse, may request a properly completed form (as referenced in (b)) for any and all paid or unpaid absences for medical reasons regardless of the duration and the employee will be required to provide such documentation.
- (f) To protect employee privacy rights, all documents containing confidential medical information are maintained as confidential medical records and are kept in separate, secure medical files in the Human Resources Service Center office. Access to these records is restricted as provided by law.
- (g) Nothing herein shall adversely affect an employee's right to leave under either State or Federal leave laws. All absences due to qualifying medical reasons shall count towards an eligible employee's leave under such laws.
- (h) Nothing herein shall be construed to conflict with G.L. 1956 § 36-4-63.

13.3.6 Whenever an employee shall be absent from work and receiving compensation as provided in the Worker's Compensation Laws, he or she shall be granted sick leave in accordance with the rules applicable thereto in an amount not to exceed the regular rate of compensation. Deductions from accumulated credits shall be applied only to that part of the employee's salary which is paid as an addition to Worker's Compensation payments, and the total of the two (2) 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.

13.3.7 The State and the Union agree to establish a Sick Leave Bank Committee, which shall be responsible to administer a Sick Leave Bank in the bargaining unit covered by this Agreement.

The Sick Leave Bank Committee shall be composed of four members, two (2) of whom shall be appointed by the President of the Union and two (2) 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 by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

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 to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Sick Leave Bank.
- D. Employees must make contributions to the Sick Leave Bank on January 2nd of each calendar year. Any employee who does not make a contribution to the Sick Leave Bank shall not be eligible to apply to the Sick Leave Bank for any sick leave.
- E. Members of the bargaining unit who wish to be eligible to apply to the Sick Leave Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven (7) hours of sick leave if

assigned to a thirty-five (35) hour work week.

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. All sick leave hours accrued while discharging sick leave hours granted by the sick leave bank committee must be discharged prior to discharging available sick leave bank hours.

H. Part-time employees may participate on a prorated basis.

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

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 2nd of that calendar year.

Nothing herein shall prevent the Committee from establishing rules and regulations for the sick leave bank that provides for pledge donations to be used only when the Committee approves an application for hours from the bank.

#### **ARTICLE XIV**

#### **HEALTH AND WELFARE**

14.1 The State will maintain the current Health Benefits Plan through June 30, 2012, through a product provided by Blue Cross, United Health Care, or a substantially equivalent package of benefits delivered through a PPO, except as modified as set forth herein.

Effective January 1, 2015 the health benefits shall be as follows:

In-Network Deductible*	\$250(\$500 family)
In Network OOP Max	\$250 (\$500 family)
OON Deductible	\$500
OON OOP Max	\$3250 (\$6500 family)

\*The \$500 family deductible is cumulative, meaning once any combination of family members has paid \$500 toward items covered by the deductible, the deductible has been met.

#### 14.2

Effective November 23, 2008 the following co-pays shall be:

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

Effective July 1, 2014, the following co-pays shall be in effect:

- (1) Primary Care office visit co-pay is \$15 (includes internal medicine, family practice, pediatrics and geriatrics);
- (2) Emergency room co-pay to increase to \$125;
- (3) Urgent Care co-pay to increase to \$50;
- (4) Specialist office visit co-pay to increase to \$25 (includes all physicians other than primary care physicians).

#### 14.3 Insurance

- (a) All employees shall contribute toward the cost of health care coverage.

effective June 26, 2005, in an amount equal to 2.5% of base wages and 0.5% of other wages. Said amounts shall be paid via payroll deductions.

(b) 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 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 April 6, 2014 the Co-Share contribution salary level for full-time employees of \$47,741 based on the employee's annualized total rate for eligible employees shall go up by 2% (\$48,696). It will go up an additional 2% (\$49,670) effective October 5, 2014.

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.

14.4 If two State employed spouses hired on or after June 29, 2014 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher earner of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

14.5 For clarification purposes only, employees on paid or unpaid leave are responsible for their regular co-share payment for health insurance (i.e. medical, dental and vision). Failure to make such payments may result in termination of such benefits upon thirty (30) days' notice.

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.

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

14.6 The employee waiver will be increased from \$1,300 to \$2,002 effective January 1, 2002. Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1,001.

14.7 Employee Drug Co-Pay – The employee drug co-pay shall be as follows:

<u>Date</u>	<u>Generic</u>	<u>Formulary</u>	<u>Non-formulary</u>
Jan. 1, 2004	\$5.00	\$12.00	\$30.00

Effective November 23, 2008, the drug co-pay for a 31-day supply shall be:

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

Effective July 1, 2014, the drug co-pay shall be as follows:

<u>Generic</u>	<u>Formulary</u>	<u>Non-Formulary</u>
<u>\$7.00</u>	<u>\$25.00</u>	<u>\$45.00</u>

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

Effective November 23, 2008, the drug co-pay for mail order network pharmacies is: 3 month supply of a prescription drug for 2 co-payments. Maximum fill is 3 month supply.

14.8 Subsequent to the ratification of this agreement by the union, 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 a more

favorable co-share agreement.

These changes supersede any conflicting provision of Article 14 of the Agreement and the Supplemental Agreement dated May 18, 1999.

14.9 The State will provide a vision/optical care program for the employee.

14.10 Dental Program: The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 under the dental program to be effective upon the expiration of the current dental program. Effective January 1, 2009, dental plan crown coverage is 80%.

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

14.12 The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment.

The director and/or her/his designee in agreement with the local Union shall define and assign transitional employment for employees who have job related injuries, which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon clearly defined medical verification, the parties shall modify the tasks of the employee including job tasks, hours, shift, and/or work location, to provide transitional employment in order to accommodate the employee's injury.

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

approval of the Union.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the local Union involved, the appointing authority, and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the local Union involved, the appointing authority, and the employee with medical documentation.

If the employee cannot return to her/his classification and/or assignment based upon medical verification after attaining maximum medical improvement, the State shall attempt to assist them with other employment, education, or training in State service within the bargaining unit in accordance with the contract and the Worker's Compensation Laws.

If the injury is not job related and the employee requests to return to work, the appointing authority upon receipt of medical verification that the injured employee can perform limited tasks in his/her classification, the appointing authority, subject to the needs of the Department may modify the tasks of the employees' normal assignment to enable the employee to return to work after utilization of the employee's sick leave.

Any such transitional employee will not displace any bargaining unit member while participating in the program.

#### 14.13 Flex Plan

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.

#### 14.14 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.

14.15 The State shall, after meeting and conferring with the Union, have the right to offer any other health care plans to State employees during the terms of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers such voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement. The provision will expire at 11:59 P.M., June 30, 2017.

### **ARTICLE XV**

#### **RETIREMENT**

15.1 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 XVI**

### **TAX ANNUITY**

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

## **ARTICLE XVII**

### **GROUP LIFE INSURANCE**

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

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

17.2.1 Each new employee will be automatically covered, unless such employee designates in writing that he or she desires not to be insured.

17.2.2 Each covered employee will be provided with an amount of group life insurance equal to the amount of his or 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.

17.2.3 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 (65<sup>th</sup>) birthday.

17.2.4 The cost to the employee of such insurance shall not exceed the rate of twenty-five cents (\$.25) bi-weekly for each one thousand dollars (\$1,000.00) of his or her group life insurance.

17.2.5 Upon an employee's termination from State service, the policy may be converted to an individual policy of life insurance at standard rates.

## **ARTICLE XVIII**

### **LEAVE FOR PERSONAL REASONS**

18.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six (6) months, subject to renewal, or for reasons deemed proper and approved by the appointing authority and the Personnel Administrator. Approval of such leaves shall not be unreasonably withheld.

18.2 At the expiration of such leave, the employee shall be returned to the position from which he or she is on leave and placed on the salary step he or she would have been on if not on leave, at the current range for the class of position. An employee granted a leave for more than six (6) months under this article shall be returned to a vacant position or to the most junior position of the same classification within the bargaining unit upon expiration of such leave.

18.3 Employees granted leave for personal reasons shall receive health benefits paid by

the Department in accordance with the existing payroll manual regulations that are in effect when the employee is granted leave.

## **ARTICLE XIX**

### **JURY DUTY/WITNESS SUBPOENA**

19.1 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 regular duties during the actual period of such duty and shall receive jury duty pay or regular pay, whichever is the greater.

19.2 Every employee covered by this Agreement, who is subpoenaed to appear in Court as a witness on State business 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 XX**

### **MILITARY LEAVE**

20.1 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 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 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 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.

20.2 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.

20.3 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.

20.4 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.

20.5 Employees on paid leave, described in paragraphs 20.2 and 20.3 above, shall accrue such sick leave and annual leave credits as would have accrued while working in said position.

20.6 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.

20.7 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 return may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

## **ARTICLE XXI**

### **MILITARY TRAINING LEAVE**

21.1 Employees covered by this Agreement who, by reason of membership in the United States Military, Naval, or Air Reserve of the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, he or she shall be granted leave without pay for this purpose.

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

21.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training period voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed services.

## **ARTICLE XXII**

### **BULLETIN BOARDS**

22.1 The State agrees to provide reasonable bulletin board space in each building for exclusive use by the Union where notices may be posted. All notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or deflammatory on the State or its representatives, or which constitutes political election campaign material for or against any person, organization, or faction therefor.

The State shall not be responsible for any material that has been removed from the bulletin board.

## **ARTICLE XXIII**

### **UNION COMMITTEE**

23.1 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, meetings, and conferences on contract negotiations with State officials. Such time shall be with the approval of the Department director or designee involved, and such approval shall not be unreasonably withheld.

23.2 No Union steward or committee member or representative shall be discriminated

against as a result of the performance of legitimate Union business.

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

23.4 Union staff representatives will be permitted to visit Union officers and committee members on State premises for the purpose of discussing Union business as defined in 23.1.

23.5 The State agrees to pay the cost of printing the Agreement and will provide sufficient copies to the Union.

23.6 All affected members shall be informed in writing of any change in supervision.

23.7 All notices of State examination announcements will be posted in each worksite covered by this Agreement by the Association after receipt from the appointing authority.

23.8 Nothing contained herein shall be construed to deny or restrict any employee rights provided under the General Laws of the State of Rhode Island or other applicable laws and regulations.

23.9 The State Labor Relations Office will meet with the President of the Association upon request at a mutually convenient time.

23.10 An employee shall have the right to talk with a Union representative concerning Union business during working hours free from employer domination or interference.

23.11 Designated Association members or officers shall be granted time with pay during working hours, not to exceed six (6) hours per month for both bargaining units, for the purpose of off-site meetings with Union counsel.

23.12 The Department of Corrections agrees to provide the Association with storage for

Union files and records.

## ARTICLE XXIV

### TUITION REIMBURSEMENT PROGRAM

24.1 The Tuition Reimbursement Program shall be funded in an amount not to exceed eight thousand dollars (\$8,000.00) – four thousand dollars (\$4,000.00) funded by the Department of Corrections and four thousand dollars (\$4,000.00) funded by the Department of Children, Youth and Families – per fiscal year. Unused funds shall not be carried from one (1) year to another.

24.2 Each employee within the bargaining unit under this provision may apply to have a portion of the cost of tuition reimbursed for approved college and university courses taken at approved or accredited colleges or universities. Such courses shall be job related or required as part of job related degree programs and the employee must receive at least a grade of “C” for undergraduate courses and at least a grade of “B” for graduate courses to qualify for reimbursement.

24.3 Requests to take courses under this program must be presented in advance to the employee’s appointing authority who will make a recommendation for approval or denial to the Education Committee. Requests shall be in writing and shall include:

- A. The name of each course;
- B. The dates of commencement and conclusion of the courses;
- C. A description of the course curriculum;
- D. A statement of how the proposed course will benefit the employee and the

State:

E. Cost of each course.

24.4 An Education Committee shall be established consisting of six (6) members. Three (3) members shall be appointed by the Union and three (3) members shall be appointed by the State. The committee shall review all course requests and shall provide all policies and procedures for implementation of the Tuition Reimbursement Program for both undergraduate courses.

24.5 Employees under this program shall not be allowed to attend courses during the employee's normal working hours.

## **ARTICLE XXV**

### **PROBATIONARY EMPLOYEES AND DUE PROCESS**

#### **A. PROBATIONARY EMPLOYEES**

25.1.1 All original appointments and promotional appointments shall be considered as probationary employees for the first one hundred thirty (130) days worked and pursuant to 36.4.28 shall serve at the pleasure of the Department. Any promotional appointee who is dismissed from the position to which he or she was promoted during the probationary period or at the conclusion thereof shall be restored to his or her former position within the classified service.

25.1.2 During this probationary period, the employee will be evaluated by the employee's immediate supervisor every two (2) months. The employee shall be notified in writing of the evaluation after such evaluation is made, and if appropriate, shall be offered constructive criticism to enable the employee to improve performance. Evaluation reports will be placed in the employee's personnel file. The employee shall

have the right to attach appropriate comments to any evaluation.

25.1.3 Any employee may be dismissed by the Department during the probationary period for reasons relating to the employee's lack of qualifications or for the lack of satisfactory performance. Such dismissals shall be in writing with a copy sent to the employee and the Union. Probationary employees dismissed prior to the expiration of the six (6) month period shall have the right of appeal.

25.1.4 At the end of the probationary period, a decision will be made whether to retain or terminate the employee. If the employee is not notified in writing that his or her services are not satisfactory, or that his or her continued employment is not desired at the expiration of the probationary period, then the employee shall be continued in that employment.

## **B. DUE PROCESS**

25.2.1 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 XXVII. If the appointing authority has reason to discipline 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 (1) year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel record. Oral reprimands shall be expunged from the employee's personnel records at the end of six (6) months if the employee has not committed any further infraction of appropriate rules and regulations. Each employee

shall be furnished with a copy of all performance evaluations or disciplinary entries in the personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee's Union representative only with the written consent of the employee. Where appropriate, disciplinary action or measures shall include only the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension;
- D. Discharge;
- E. Demotion where appropriate.

When any disciplinary action (suspension, discharge, demotion) is to be implemented, 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.

25.2.2 The appointing authority shall not discipline an employee without just cause. Within two (2) weeks of a suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article 27 and such hearing shall be held no later than three (3) days after the Union's request.

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

25.2.4 An employee may be granted a demotion upon request, when recommended by the appointing authority and approved by the Personnel Administrator.

In this instance, the employee's current status shall be transferred to the lower class.

25.2.5 An Arbitrator shall be empowered to change the disciplinary action if he or she determines the action taken was not warranted under the circumstances.

25.2.6 With the exception of an initial investigation, in the event an employee is to be interviewed with regard to any actions, situation or event which may reasonable be expected to lead to discipline as an outcome of that interview, he/she will be notified prior to the interview. Any employee declining union representation must do so in writing. A copy of such declination will be provided to the Association only with the consent of the Association member.

## ARTICLE XXVI

### GRIEVANCE PROCEDURE

26.1 For the purpose of this Agreement, the term "grievance" means 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 the Agreement.

26.2 There shall be a grievance procedure as follows:

#### Step 1.

a) A grievance shall be presented 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 the problem with a Union representative and appropriate supervisor outside the bargaining unit, who shall attempt to settle the problem within three (3) working days.

Step 2.

a) If the grievance is not resolved according to Step 1 above, it shall be reduced to writing and submitted to the designee of the Director of the Department of Administration by the aggrieved employee and/or by the Union within fourteen (14) days of the employee's and/or Union's knowledge of the occurrence of such grievance. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested. The aggrieved employee and/or the Union representative shall meet, within fourteen (14) days of the submission of the written grievance, with the Director's designee who shall conduct a hearing on the grievance. Two (2) Union officers and the aggrieved may present the grievance at the hearing. Such designee shall render a written decision to the Union and to the employee within fourteen (14) days of the hearing. The decision shall respond to the factual and contractual allegations of the grievance.

Step 3.

a) In the event the grievance is not settled in a manner satisfactory to the aggrieved member and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein, within thirty (30) days from the transmittal of the Step 2 decision. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The State, upon request, will produce payroll and other records, as necessary. Members of the Union committee, grievance representative(s), 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 grievance. The Union representative will have the right to assist the aggrieved at any step of the grievance

procedure.

Miscellaneous

a) Nothing contained herein deprives an individual employee of the right to process a grievance without Union representation. If such grievance is processed without Union representation, the facts and disposition of said grievance will be furnished to the Union.

b) The grievant may be represented by a third party at Step 2 or Step 3 of this procedure, upon the mutual consent of the State and the Union in writing.

c) It is also agreed that in all cases of suspension, dismissal or class actions, the aggrieved and/or the Union committee may go immediately to Step 2 of the grievance procedure.

26.3 A Civil Service employee may process a grievance through either the grievance procedure or before the Personnel Appeal Board, provided the claim is within the jurisdiction of the Personnel Appeal Board. However, the initiation of a matter before the Personnel Appeal Board shall be deemed a waiver of the employee's rights to utilize or continue to utilize the grievance procedure provided herein with respect to that matter.

26.4 Sustained grievances will be implemented or the necessary paperwork to implement the decision will be initiated within five (5) working days after receipt of the decision by the Department.

**ARTICLE XXVII**

**ARBITRATION**

27.1 If a grievance is not settled under Article XXVI, such grievance shall, at the request of the Union, be referred to the Labor Relations Connection (or any other entity

that the parties agree to).

27.2 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.

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

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

27.5 Discharge, suspension, health and safety grievances must be heard in arbitration within four (4) months and the demand must be filed within thirty (30) days of the grievance decision, if the Union desires an accelerated arbitration on such issues, and same will be scheduled, if possible.

27.6 The State shall, within 60 days of ratification, provide to the Coalition Bargaining Team and University of Rhode Island Schmidt Labor Research Center (the "Labor Institute"), a disk containing the electronic copies (i.e. PDF files) of the arbitration decisions that the State has compiled to date. The parties will also jointly request that the Labor Connection provide an electronic copy of all arbitration decisions to the parties and to the Labor Institute.

## **ARTICLE XXVIII**

### **PERSONNEL FILES**

28.1 An employee shall, upon request, during normal business hours be permitted to examine his or her personnel file provided, however, that any letters of recommendation solicited in connection with the employee's initial employment shall not be available to that employee. The employee shall have the right to reproduce at the employee's cost

any document in the employee's file.

28.2 Material including references obtained relative to an employee's initial appointment shall be considered confidential and not subject to review by the employees or Union or copying by the employee or Union.

28.3 No derogatory material shall be placed in the employee's personnel file unless the employee has an opportunity to read the material and an opportunity to sign and date the material indicating the employee has read the material. Such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content.

28.4 No anonymous material shall be placed in the employee's personnel file. Materials shown to be false or unsubstantiated shall be removed from the employee's personnel file.

28.5 There shall be only one (1) official file kept in the Department. Supervisors shall have the right to maintain their own unofficial file. However, the basis for any disciplinary action taken against an employee must be included in the official file.

28.6 The employee shall have the right to answer any material filed, and the employee's answer shall be attached to the copy in the personnel file.

## **ARTICLE XXIX**

### **HEALTH AND SAFETY**

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

29.2 The Administration shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported or directly observed.

29.3 A safety committee shall be appointed, composed of two (2) representatives selected by the Union and two (2) representatives by the State. Said committee shall appoint its own chair and shall meet when it is determined by two (2) or more members that such a meeting is warranted. It may draw up a Health and Safety Code to recommend to the State.

29.4 The members of the Association may report conditions which they consider unhealthy or unsafe to the President of the Association who shall be authorized to submit them to the Health and Safety Committee for consideration.

29.5 Employees shall not be required to use their personal supplies in carrying out their duties.

29.6 In the event of a bomb scare, all employees will be notified.

29.7 In the event of a power outage, loss of heat/air conditioning, or lack of water exceeding ninety (90) consecutive minutes in an affected area, the Department will have the option to:

1. Allow employees to remain in the affected area;
2. Allow employees to take leave without pay for the remainder of the work day;
3. Allow employees to take vacation or personal leave for the remainder of the work day; or
4. Move to an unaffected area.

### **ARTICLE XXX**

#### **SEVERABILITY**

30.1 In the event that any article, section, or portion of this Agreement, or any arbitrator's decision rendered under the terms of the Agreement is found to be invalid by

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

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

## **ARTICLE XXXI**

### **SUB-CONTRACTING PROCEDURE**

31.1 The State shall continue to provide work for employees in the bargaining unit 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:

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

31.2.1 Notify the Union's President in writing of its intention six (6) months in advance of sub-contracting, and

31.2.2 Whenever the State seeks and obtains bids from prospective sub-

contractors, it shall, at least sixty (60) days before binding itself to any sub-contracting agreement, notify the President of the Union that it has received the bids and shall grant the Union a reasonable opportunity to meet with the Director of Administration or other appropriate State Officials to discuss the advantages and disadvantages of sub-contracting and to develop a mutually acceptable plan for protecting the interests of any employees who will be affected.

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

31.2.3 Place employees affected by the sub-contracting into available jobs which they can perform;

31.2.4 Place employees laid off on a preferred re-employment list for recall;

31.2.5 Prohibit the hiring of any new employees to positions which the affected employees could perform;

31.2.6 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 XXXII**

### **LEGAL DEFENSE**

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 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 XXIII**

#### **NON-PERFORMANCE OF BARGAINING UNIT WORK**

33.1 Work normally performed within the established bargaining unit shall not be performed by any employee outside said bargaining unit, except in an emergency situation.

33.2 The Association and Management will meet and confer regarding the number of probationers and parolees assigned to caseloads in the interest of public safety.

### **ARTICLE XXXIV**

#### **PERSONAL BUSINESS LEAVE**

34.1 Each member of the bargaining unit shall be entitled to thirty-two (32) hours for a forty (40) hour work week and twenty-eight (28) hours for a non-standard/standard thirty-five (35) hour work week of personal leave with pay, per calendar year, to attend to personal business and/or religious observance. The State shall not require a member to give a reason as a condition of approval to use such personal leave, provided however that reasonable notice of such leave will be provided to the immediate supervisor. The appointing authority may not unreasonably deny an employee's request for personal leave.

34.2 Employees newly appointed between January 1 and March 30 shall be entitled to four (4) personal leave days per calendar year (January – December) as provided in this Article. Employees newly appointed between April 1 and June 30 shall be entitled to

three (3) personal leave days during the first calendar year of their employment as provided in this Article. Employees newly appointed between July 1 and September 30 shall be entitled to two (2) personal leave days during the first calendar year of their employment as provided in this Article. Employees newly appointed between October 1 and December 31 shall be entitled to one (1) personal leave day during the first calendar year of their employment as provided in this Article.

34.3 Grievances arising out of this provision shall be filed directly with the Office of Labor Relations; a hearing and decision shall be rendered within twenty-four (24) hours of the receipt of such grievance.

## **ARTICLE XXXV**

### **EMPLOYEE EVALUATION**

35.1 A joint committee composed of four (4) members, two (2) appointed by the State, 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 2001.

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.

Special problems in the administration of this article shall be discussed with the Union President and the Director of the Department involved.

The employee evaluation form shall be retained in the employee's personnel file for a period of one (1) year. Only the most recent feedback material shall be included in the individual employee's personnel file.

## **ARTICLE XXXVI**

### **RECLASSIFICATION APPEALS**

36.1 During the terms of this Agreement, any employee who believes assigned responsibilities more closely resemble the job description of another classified position rather than the one assigned; or any employee asked to perform responsibilities out of classification may appeal for reclassification to that position in the following manner:

36.1.1 Make a request for a desk audit to the Personnel Office at the Department who will forward such request to the State Division of Personnel.

36.1.2 Within forty-five (45) days after the request has been made by an employee, an initial review will be conducted by the State Division of Personnel. If after the initial review, the classification is favorable to the employee, no desk audit will be conducted, and the employee will be upgraded according to 36.1.4. If after initial review the classification is denied, a desk audit will be conducted. The employee, the immediate supervisor, and/or designee will be interviewed.

36.1.3 Within thirty (30) days of the completion of the desk audit, the State Division of Personnel shall issue a finding relative to the merits of the employee's claim after consultation with the appropriate Department. The desk audit will be in writing, and it will set forth specific reasons for approval or denial. A copy of the audit will be

forwarded to the Department Director and the Association.

36.1.4 If the desk audit is favorable to the employee and if the employee is reachable for upgrade, the employee will be upgraded to the higher classification, with pay retroactive to the pay period closest to the date upon which the desk audit was filed. If the employee is not reachable, the employee may elect to continue to perform the duties of the higher classification as identified by the desk audit until such time as the employee is reachable for appointment. When reachable for appointment to the higher classification, the employee will be upgraded to such higher classification and paid at the higher classification at the time of appointment. The Department, with the approval of Labor Relations Administration, may withhold implementation of a favorable desk audit if they believe there is no continued need for the employee to perform the responsibilities for which the position was upgraded. The employee and the immediate supervisor will be informed in writing by the Department which tasks the employee need no longer perform. This action must take place within ten (10) working days of receipt of the audit/review of the Association.

36.1.5 If the appeal is denied by the Division of Personnel, the decision may be appealed to the Director of Administration or designee, within thirty (30) working days of the request of the appeal. The Director or designee shall render a decision in writing containing specific reasons for approval or denial within thirty (30) working days of the hearing. Copies will be sent to the employee, the Association, and the Department.

36.1.6 If the appeal is granted, the employee will be upgraded and paid in accordance with Section 36.1.4 of this Article.

36.1.7 The State Department and/or the Director of Administration may deny

an appeal only for just cause.

36.2 The Association may assist the appellant at any step of the appeal.

36.3 Any appeal hearing conducted during the day shall not result in the loss of pay for any employee who has filed an appeal or for any Association representatives assisting the appellant.

## **ARTICLE XXXVII**

### **ALTERATION OF AGREEMENT**

37.1 The State and the Union acknowledge that this Agreement represents the results of collective bargaining negotiations between the said parties conducted under and in accordance with the provisions of the Labor Relations Act and constitutes the entire Agreement between the parties for the duration of the life of said Agreements; each party waiving the right to bargaining 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.

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

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

## **ARTICLE XXXVIII**

### **NO STRIKES OR LOCKOUTS**

38.1 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.

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

38.3 If during the life of this Agreement any employees represented by the Union engage in a strike, work stoppage or slowdown contrary to Section 38.1, the Union shall promptly notify the State Labor Relations Administrator in writing that the action is unauthorized and shall promptly take steps to end the unauthorized action. The State agrees that if the Union complies with these requirements, the Union shall not be liable for any damages caused by an unauthorized strike, work stoppage or slowdown.

#### **ARTICLE XXXIX**

##### **EXAMINATION IN THE CLASSIFIED SERVICE**

39.1 Recognizing the continued need to update examinations in the classified service, the State will review the appropriateness of tests given for positions in the bargaining unit as follows:

39.1.1 The State will consult with the Association regarding examination content and the Association will be permitted to furnish the State with content areas they believe should be included in the tests.

#### **ARTICLE XL**

##### **MILEAGE ALLOWANCE**

40.1 Any employee required to use his/her personal car in carrying out his/her official duties shall be compensated at the rate set by the Internal Revenue Service.

## ARTICLE XLI

### INTERPRETER ASSIGNMENT PAY

41.1

1. Any RIPPA member who is required by the Director of Corrections or the Director of Department of Children, Youth and Families or designee to perform the duties of an interpreter or translator for any language other than English and who in fact does perform such services, shall be compensated with a stipend of \$30.00 for the particular pay period in which such services are performed, without regard to the number of hours of such performance in any pay period. Performance in this program by bargaining unit members shall be on a voluntary basis.
2. For each language the Director shall maintain a roster of identified interpreters, including primary seniority dates, which shall be made available to Supervisors. Requests for interpreter or translation services by bargaining unit members shall be made on a rotating basis by seniority insofar as practical, given operational requirements and needs, and given the availability of qualified staff.
3. When the Director or designee determines that there is a need for a case to be assigned to a bilingual Probation and Parole Officer, the Unit Supervisor shall make such assignments on a rotating basis by seniority among qualified staff within the unit, insofar as practical.
4. When the Director or designee determines that there is a need for interpreter services for the purposes of immediate communication (i.e., interpreting or translating oral or written communications to and from an offender who may or may not be assigned to a particular Probation and Parole Officer), preference shall be given to bargaining unit employees within the affected office insofar as practical. Bargaining unit members from another unit who are in the affected office location may be selected when appropriate staff within the affected unit are not available.
5. Offenders shall not be scheduled to serve as interpreters; however, there may be spontaneous situations, in which an offender may function as an interpreter.
6. Payment for interpreter service shall be accomplished when the participating bargaining unit member completes and signs the required Interpreter Pay Sheet and forwards it to the Payroll office with the respective Probation Administrator or Supervisor's certification that the interpreter service was performed.
7. The parties agree to implement the assignment provisions of this Article on a trial basis between the date of signing and December 31, 2006. Modifications to the assignment provisions, if any, shall be negotiated between the parties.

## ARTICLE XLII

### RETIREE HEALTH INSURANCE

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

### **ARTICLE XLIII**

#### **STUDY GROUP**

43.1 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 Union's 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 XLIV**

#### **PARITY**

44.1 Notwithstanding any provision in the Collective Bargaining Agreement regarding parity, the Union shall have no claim to parity as to health insurance plan design, dental insurance plan design, prescription drug plan design, co-share charges for health insurance, dental insurance, or vision care insurance, employee waiver payment, or

wages, based on the terms of the collective bargaining agreements between the State and either the Howard Union of Teachers or the Rhode Island Troopers Association.

## **ARTICLE XLV**

### **DURATION**

45.1 This Agreement shall be in force from July 1, 2013 through June 30, 2017. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement to the other party.

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 designated termination date.

See next page.

**ARTICLE XLIV**

**TERMINATION OR REOPENING OF CONTRACT**

This agreement shall be in force from July 1, 2013 through June 30, 2017.

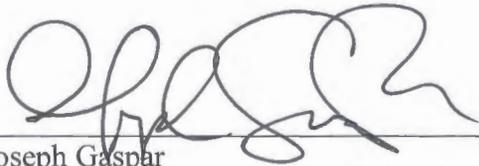
This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing in ninety days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement to the other party. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten days prior to the designated termination date.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**FOR THE STATE OF RHODE ISLAND:**

**RIPPA/CLERICAL & AIDES:**

  
\_\_\_\_\_  
Governor, Lincoln Chafee

  
\_\_\_\_\_  
Joseph Gaspar  
President, RI Probation and Parole Association

  
\_\_\_\_\_  
Steven T. Hartford  
Department of Administration

  
\_\_\_\_\_  
Gerard Cobleigh, Esq.  
RIPPA Legal Counsel

## **MEMORANDUM OF UNDERSTANDING PARKING**

For clarification purposes only, the State has a unilateral right to create incentive programs to encourage employees to not drive to work and park.

## MEMORANDUM OF AGREEMENT

### IMPLEMENTATION OF STUDY CONTEMPLATED BY SEGAL REPORT

This Memorandum of Agreement is entered into by and between the State of Rhode Island (the “State”) and Rhode Island Council 94, AFSCME, AFL-CIO (the “Union”) (collectively the “Parties”).

WHEREAS, the parties recognize that the State personnel system is out-of-date and in need of reform; and

WHEREAS, in June of 2012, the State of Rhode Island’s Department of Administration engaged The Segal Group to perform a study and issue a report towards implementing personnel reforms; and

WHEREAS, The Segal Group, in January of 2013, after consultation with an Advisory Committee, and after months of stakeholder interviews and independent research, issued the State of Rhode Island Comprehensive Personnel Study - Final Report of Detailed Findings, available at: [www.governor.ri.gov/personnel/012613study.pdf](http://www.governor.ri.gov/personnel/012613study.pdf); and

WHEREAS, a subsequent report is being prepared to address classification architecture and the compensation structure (collectively with the Segal report, the “Report”).

WHEREAS, the Parties entered into a collective bargaining agreement effective \_\_\_\_\_ through \_\_\_\_\_ (the “CBA”).

NOW THEREFORE, in the best interests of the parties, it is hereby agreed by and between the Parties that:

1. Mid-Term Discussions/Bargaining

Provided the report is completed by June 30, 2015, the Parties agree that they will meet and confer over the recommendations in the Report. Statutory impasse procedures of RIGL 36-11 shall not apply to the Parties' agreement to meet and confer. By entering into this MOA, neither party waives any rights it has. In no event will the implementation of recommended changes result in the decrease in an employee's base wages.

2. Mutual Cooperation

The Parties agree to approach such discussions with a sincere resolve to reach agreement concerning the Report's recommendations.

FOR THE STATE OF RHODE ISLAND

FOR THE UNION

---

---

## **MEMORANDUM OF AGREEMENT**

### **Layoffs/Shutdowns or Pay Reductions**

Employees may request discharge of Pay Reduction Leave "PR," coded as "RO leave," or "RO1 Leave" earned in accordance with the Memorandum of Agreement dated September 22, 2009 (the "PR Agreement"), and these requests shall not be unreasonably denied. Employees may carry no more than four (4) PR days accrued from FY10 and no more than four (4) PR days accrued from FY11 solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days accrued from FY10 shall be paid at the employee's total pre-reduction hourly rate in effect for the pay period of 9/27/09-10/10/09 (paycheck of 10/16/09), regardless of when the cash payment is made. Said cash payment for those days accrued from FY11 shall be paid at the employee's total pre-reduction hourly rate in effect for the pay period 1/2/11-1/15/11 (paycheck of 1/21/11), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in the PR Agreement shall have no cash value whatsoever. This agreement does not change an employee's earned entitlement to other frozen or deferred days (i.e. Sundlun days).

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**STATE OF RHODE ISLAND**  
**AND THE**  
**R.I. PROBATION AND PAROLE ASSOCIATION OF**  
**CLASSIFIED EMPLOYEES**

The parties hereby agree that:

A State employee in the classified service who terminates employment and is subsequently re-employed by the State shall be eligible to receive an aggregate longevity increase for the period of initial employment and subsequent employment.

**FOR THE STATE:**

\_\_\_\_\_

**FOR THE UNION:**

\_\_\_\_\_  
Probation & Parole Association  
of Classified Employees

**LETTER OF AGREEMENT**  
**STATE OF RHODE ISLAND/DEPARTMENT OF CORRECTIONS**  
**AND RHODE ISLAND PROBATION AND PAROLE**  
**ASSOCIATION**

This letter of agreement modifies the agreement between the State of Rhode Island/Department of Corrections and the Rhode Island Probation and Parole Association (RIPPA) dated September 22, 1988. The agreement is modified as follows:

1. RIPPA agrees to delete the following sentence from paragraph 4 of the 9/22/98 agreement: "The risk/needs assessment shall be modeled on the so-called Connecticut Plan."

The DOC agrees to establish a task force to develop a risk/needs assessment which will better meet the needs of Adult Probation and Parole. The task force will be composed of Adult Probation and Parole counseling and supervisory staff, RIPPA's President and the Assistant Administrator of Adult Probation and Parole. Initiation of a new risk/needs assessment will be by mutual agreement of DOC/Adult Probation and Parole Administration and RIPPA.

2. RIPPA agrees to delete paragraph 5 from the 9/22/98 agreement; "The Department of Corrections, Adult Probation and Parole Unit agrees to fill the six new positions that have been created as follows:

- (1) Senior Clerk Stenographer
- (4) Probation and Parole II
- (1) Senior Probation and Parole

Said positions shall be filled in an expeditious manner as cases are ready for transfer into the Minimum Supervision Unit in accord with the process set forth in Paragraphs 3 and 4.

The Department of Corrections agrees that the Minimum Supervision Unit shall remain as a separate entity as delineated in the 9/22/88 agreement; and that all work of the Minimum Supervision Unit shall be that of the RIPPA Bargaining Unit.

As counseling staff are re-assigned from the MSU, they will be assigned to the traditional Probation caseloads.

August 13, 1998

**SIDE LETTER**

**CLERICAL CLASSIFICATION ANALYSIS**

The parties agree to meet and discuss the title, content and pay grade for the clerical classifications. The State reserves the right in its sole discretion following such discussions to implement any recommendations forthcoming.

This agreement does not constitute a waiver of the Association's position that title, content and pay grade are negotiable.

**FOR THE STATE:**

\_\_\_\_\_

**FOR THE UNION:**

\_\_\_\_\_  
Probation & Parole Association  
of Classified Employees