

**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**

**SUPERVISORS/OFFICERS  
(RIPPA)**

**July 1, 2008 - June 30, 2012**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
MEMORANDUM OF AGREEMENT .....	1
PURPOSE .....	1
ARTICLE I .....	1
RECOGNITION .....	1
ARTICLE II .....	2
NON-DISCRIMINATION CLAUSE .....	2
ARTICLE III .....	3
UNION SECURITY AND DUES DEDUCTIONS .....	3
ARTICLE IV .....	3
HOURS OF WORK .....	3
ARTICLE V .....	6
SALARY SCHEDULE .....	6
ARTICLE VI .....	9
MANAGEMENT RIGHTS .....	9
ARTICLE VII .....	10
HOLIDAYS .....	10
ARTICLE VIII .....	11
SPECIAL TIME OFF .....	11
ARTICLE IX .....	12
SHIFT DIFFERENTIAL .....	12
ARTICLE X .....	12
EDUCATIONAL LEAVE .....	12
ARTICLE XI .....	17
GRADUATE DEGREE STIPENDS .....	17
ARTICLE XII .....	18
SENIORITY .....	18
ARTICLE XIII .....	25
VACATIONS .....	25
ARTICLE XIV .....	27
SICK LEAVE .....	27
ARTICLE XV .....	33
HEALTH AND WELFARE .....	33
ARTICLE XVI .....	38
RETIREMENT .....	38
ARTICLE XVII .....	39
GROUP LIFE INSURANCE .....	39
ARTICLE XVIII .....	39
LEAVE WITHOUT PAY .....	39
ARTICLE XIX .....	40
JURY LEAVE .....	40

ARTICLE XX.....	40
MILITARY LEAVE.....	40
ARTICLE XXI.....	42
MILITARY TRAINING LEAVE.....	42
ARTICLE XXII.....	42
BULLETIN BOARDS.....	42
ARTICLE XXIII.....	43
ASSOCIATION COMMITTEE.....	43
ARTICLE XXIV.....	44
DISCHARGES.....	44
ARTICLE XXV.....	45
GRIEVANCE PROCEDURE.....	45
ARTICLE XXVI.....	47
ARBITRATION.....	47
ARTICLE XXVII.....	48
SAFETY COMMITTEE.....	48
ARTICLE XXVIII.....	48
ALTERATION OF AGREEMENT.....	48
ARTICLE XXIX.....	48
NO STRIKES OR LOCKOUTS.....	48
ARTICLE XXX.....	49
SAVINGS CLAUSE.....	49
ARTICLE XXXI.....	49
EMPLOYEE EVALUATION.....	49
ARTICLE XXXII.....	51
SUB-CONTRACTING.....	51
ARTICLE XXXIII.....	52
CASELOADS.....	52
ARTICLE XXXIV.....	53
INDEMNITY PROVISION.....	53
ARTICLE XXXV.....	54
MILEAGE ALLOWANCE.....	54
ARTICLE XXXVI.....	54
PERSONAL BUSINESS LEAVE.....	54
ARTICLE XXXVII.....	55
NON-PERFORMANCE OF UNION WORK.....	55
ARTICLE XXXVIII.....	56
TESTING.....	56
ARTICLE XXXIX.....	56
RECOVERY OF OVERPAYMENTS.....	56
ARTICLE XL.....	56
INTERPRETER ASSIGNMENT PAY.....	56
ARTICLE XLI.....	57
PAGER/BEEPER/CELL PHONE.....	57
ARTICLE XLII.....	58
STUDY GROUP.....	58

ARTICLE XLIII .....	58
PARITY .....	58
ARTICLE XLIV .....	58
TERMINATION OR REOPENING OF CONTRACT.....	58
ADDENDUM TO ARTICLE XIII .....	60
VACATION ACCRUAL.....	60
LETTER OF AGREEMENT.....	64
MEMORANDUM OF AGREEMENT .....	66
“LIST B” NOTICES .....	66
MEMORANDUM OF AGREEMENT .....	66
NON-WAGE PROPOSALS.....	66
LETTER OF AGREEMENT.....	67
DOC CASE MANAGEMENT GUIDELINES .....	67
MEMORANDUM OF AGREEMENT.....	68
PAY SCALES.....	75

## **MEMORANDUM OF AGREEMENT**

In this agreement entered into this 1st day of December, 2008, by and between the State of Rhode Island, referred to hereinafter as the State, and the Rhode Island Probation and Parole Association, referred to hereinafter as the Association, the parties hereby agree as follows:

### **PURPOSE**

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

### **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, said bargaining unit to consist of those classes of positions declared appropriate by the State Labor Relations Board. As a result of the petition submitted by the Association in Case Number EE-3456 and EE-3457, a listing of the above mentioned classes of positions appear in Article IV, entitled Hours of Work, Section 4.2(A).

1.2 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

### NON-DISCRIMINATION CLAUSE

2.1 The State and the Association agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, marital status, political affiliation, or age, physical handicap, or country of ancestral origin.

2.2 All references to employees in this agreement designate both sexes.

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

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

2.3 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.

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

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

## ARTICLE III

### UNION SECURITY AND DUES DEDUCTIONS

3.1 The State Controller shall deduct Associations dues from the wages of all members within the respective bargaining units. Dues shall be deducted from all back pay awards.

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

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

3.4 The appointing authority shall give written notice to the Treasurer of the Association of those employees within the respective units who become eligible for membership in the Association.

## ARTICLE IV

### HOURS OF WORK

4.1 It is hereby agreed that there shall be three (3) basic workweeks as follows:

- (a) A 35 hour workweek (five consecutive 7 hour days, Monday thru Friday);
- (b) A 40 hour workweek (five consecutive 8 hour days, Monday thru Friday);
- (c) A non-standard workweek of an average of at least 35 hours.

4.2 (A) It is hereby agreed that the following classes of positions are assigned to a basic workweek and class pay grade in accordance with the schedules in Appendix A:

EE-3457

<u>Class of Position</u>	<u>Workweek</u>	<u>Pay Grade</u>
Parole Coordinator	35	C 27
Probation & Parole Officer I	N/S	C 27
Probation & Parole Officer II	N/S	C 29
Probation & Parole Officer III	N/S	C 31
Case Aide Technician	35	C 18
Internship/Volunteer Coordinator	N/S	C 29
Juvenile Probation & Parole Services Technician	35	C 18

EE- 3456

<u>Class of Position</u>	<u>Workweek</u>	<u>Pay Grade</u>
Deputy Compact Administrator	N/S	C 31
Probation & Parole Supervisor	N/S	C 33
Executive Secretary of the Parole Board	N/S	C 34
Senior Research Technician	N/S	C 23

(B) Vacant bargaining unit positions shall be filled from within the bargaining unit when there are six (6) applicants on the certified list from within the bargaining units defined as EE-3456 and EE-3457. When there are less than six (6) bargaining unit members on the certified list the State will make a reasonable effort to promote from within the bargaining unit, however nothing herein shall be construed to require selection from the bargaining unit in such a case. A reasonable effort shall be defined as:

- (a) Accepting applications and a conscientious review of the applicant's qualifications.
- (b) A quantitative evaluation of the applicant's total work experience, education, in-service training and any other documented preparation for positions of increased responsibility.
- (c) Relating such qualifications and experience to the official job specifications.
- (d) The character of the applicant.

(e) The potential of the applicant to carry out the duties of the class of position.

(f) The applicant's state seniority.

Vacant Probation and Parole I positions will be filled from within the top six (6) employees on the certified list from bargaining unit EE-3505 represented by RPPA when there are six (6) bargaining unit employees on the list. If there are less than six (6) such employees on the certified list the State will make a reasonable effort to promote from within the bargaining unit. A reasonable effort shall be defined as above.

In the event that no list exists the State shall make a reasonable effort to promote a qualified candidate from within the bargaining unit. A reasonable effort shall be defined as:

(a) Accepting applications and a conscientious review of the applicant's qualifications.

(b) A quantitative evaluation of the applicant's total work experience, education, in-service training and any other documented preparation for positions of increased responsibility.

(c) Relating such qualifications and experience to the official job specifications.

(d) The character of the applicant.

(e) The potential of the applicant to carry out the duties of the class of position.

(f) The applicant's state seniority.

4.3 It is recognized that there are now other work schedules peculiar to certain classes of positions and such exceptions shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any area, the parties hereto shall make every effort to agree mutually on the hours subject to the arbitration provisions of this agreement.

4.4 Employees who work at least sixteen (16) hours a week shall be entitled to fringe benefits on a pro-rata basis.

4.5 Employees shall be granted a fifteen 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 one-half (½) hour duration nor more than one (1) hour duration during each work day to be determined by the work day schedule that applies.

4.6 Shift hours (where applicable), upon being scheduled, will be posted.

4.7 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.

4.8 When an employee is directed, in writing, by proper authority to work in a higher class of position for a period of three (3) consecutive work days or more, such employee shall receive the lowest salary rate of that higher class which will provide a pay increase of at least one-step over the employee's present rate retroactive to the first day of such assignment. Written notice of assignment to the higher class of position shall be delivered to the employee within three (3) work days of assignment. The State shall not hold this additional remuneration back more than a reasonable time.

## **ARTICLE V**

### **SALARY SCHEDULE**

#### **5.1 Pay Reduction**

All employees shall receive a one day pay reduction (equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) which will be effective for one (1) payroll period during June 2009 as designated by the State.

Employees so affected will be entitled to accrue one (1) additional day of paid leave during that payroll period. This leave will accrue to part-time employees on a pro-rated basis.

Employees may request to discharge this additional paid leave during any payroll period following the payroll period in which it was earned and/or elect cash payment for that one day in the fiscal year beginning July 2010 and until June 30, 2012. Any hours not discharged or paid as of June 30, 2012 will be lost.

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

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

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

- (a) There shall be an across-the-board base wage increase of 2.5% effective July 1, 2009.
- (b) There shall be an across-the-board wage increase of 3.0% effective July 1, 2010.
- (c) There shall be an across-the-board base wage increase of 3.0% effective July 1, 2011.

5.2 An employee appointed from an employment or promotional list shall receive a one-step increase at the satisfactory completion of the probationary period and shall receive an additional one-step increase each year thereafter until reaching the maximum of the applicable grade.

5.3 An employee with temporary status shall receive a one-step increase after six (6) months of service in the classification and shall receive an additional one-step increase each year thereafter until reaching the maximum of the applicable grade.

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

<u>Years of Service</u>	<u>Percentage Increase on Gross Rate</u>
5	5.0%
11	10.0%
15	15.0%
20	17.5%
25	20.0%

5.5 Each employee who has successfully completed a four-course curriculum approved in advance by the Personnel Administrator shall be entitled to a one-step 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.

## **ARTICLE VI**

### **MANAGEMENT RIGHTS**

6.1 The Association recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this agreement, all rights to manage, direct, or supervise the operations of the State and the employees are vested solely in the State.

For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this agreement (including the grievance procedure) and consistent with the applicable laws and regulations:

- (a) To direct employees in the performance of official duties.
- (b) To hire, promote, transfer, assign, and retain employees in positions within the bargaining unit, and to suspend, demote, discharge, or take other disciplinary action against such employees.
- (c) To maintain the efficiency of the 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 circumstances or a combination of

circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

## **ARTICLE VII**

### **HOLIDAYS**

7.1 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 on which a general election of State Officers is held as Election Days.

Any day which the Governor shall appoint as a holiday.

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

7.2 All employees shall be entitled to time off at their regular rate of pay for the holidays specified above when such holidays fall on regularly scheduled work days, and shall be credited with the number of hours in their official work schedule for that day.

7.3 If a holiday falls on one of any employee's regularly scheduled days off, he or she shall be credited with the number of hours for one (1) day in the official workweek. The hours so credited for this day shall not be used in the computation of overtime.

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

7.5 Whenever an employee (standard or non-standard) is required to work on a holiday which falls on a regularly scheduled work day, he or she will be credited with the number of hours actually worked. The hours actually worked shall be compensated at one and one-half (1½) times.

7.6 Effective July 1, 1985, the State agrees to guarantee employees the same number of holidays as are listed in Article VII Section 7.1. In the event any such holiday is removed, the time involved shall be treated as an additional personal leave day. If additional holidays are subsequently established, the additional personal leave day granted herein shall be withdrawn.

## **ARTICLE VIII**

### **SPECIAL TIME OFF**

8.1 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 IX**

### **SHIFT DIFFERENTIAL**

9.1 The "evening tour of duty" shall mean those hours worked between the hours of 3:00 PM and 12 midnight. The "night tour of duty" shall mean those hours worked between the hours of 11:00 PM and 8:00 AM.

9.2 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 workweek during the "evening tour of duty" or during the "night tour of duty" shall be compensated an additional sixty-five cents (65¢) an hour over the rate prescribed for the classification in which their work is performed for all hours of the workweek.

## **ARTICLE X**

### **EDUCATIONAL LEAVE**

#### **Applicable to Probation and Parole Officer II's only:**

10.1 Educational leaves shall be provided by the Department of Corrections and the Department of Children, Youth and Families to employees within the RIPPA bargaining units for the purposes of attending accredited schools on a full time basis to obtain a Master's Degree in one of the disciplines set forth below.

- A. The number of such leaves shall be restricted to a maximum of two (2) per year; one from the Department of Corrections and one from the Department of Children, Youth and Families.
- B. Within the Department of Corrections and Department of Children, Youth and Families, bargaining unit members will be permitted to attend graduate school in accordance with this provision to attain the following degrees:
  - 1. Master's in Social Work
  - 2. Master's in Education (in Guidance, Counseling, Administration, and Supervision)
  - 3. Master's in Psychology
  - 4. Master's in Criminology
  - 5. Master's in Sociology
  - 6. Master's in Public Administration
  - 7. Master's in Criminal Justice
  - 8. Master's in Counseling
  - 9. Master's in Administration of Justice
  - 10. Other Master's degrees as mutually agreed to by the parties.
- C. Individuals selected for graduate study will be required to return to the Department that granted the leave for an amount of time equal to the time granted for educational leave.

D. In the selection of candidates for educational leave, preference will be given to the individuals on the basis of primary seniority. In the case of ties in primary seniority, the tie will be broken by utilizing state seniority.

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

1. The application period for educational leave will terminate on June 30<sup>th</sup>.
2. Within ten (10) working days of June 30<sup>th</sup>, the respective Departments shall notify the Association in writing of the candidates receiving Educational leave
3. Any incomplete applications will be disqualified on June 30<sup>th</sup>.

E. The individuals selected for graduate training will receive full salary including fringe benefits during the period of the leave, and one-half (½) of the actual tuition at the graduate school.

F. It is agreed that the State shall pay only one educational leave for a particular individual. A person who has a Master's Degree when hired shall be entitled to one educational leave for an approved degree.

G. In pursuing graduate study for a Master's Degree in Social Work, the employee shall be granted one educational leave with pay covering a period of two (2) successive academic years. The employee will not be required to return to his/her position during the summer months between the first and second academic

years if he/she is pursuing full-time academic study or participating in academic placement during that period of time as defined by the school.

H. It is agreed that all other degrees for which educational leave shall be granted shall be a maximum of one year (12 months) degree program. It is further agreed that while on educational leave, the employee must at all times be engaged in academic work on a full time basis.

I. When an officer is granted educational leave, it is with the understanding that he/she be returned to the position, caseload and location which he/she left. The only exception to this will be if the position has been reassigned to another location as a consequence of a case analysis and a subsequent recommendation by the caseload committee with the concurrence of the administration and consonant with existing provisions of contract number EE-3457. If modification of that caseload is made during an officer's education leave, his/her seniority rights shall be honored in any changes made. In the event that the position of the employee on educational leave with pay must be filled during said employee's absence, said position shall be bid subject to the right of the employee on educational leave to return immediately to his/her previous position, caseload and location upon the termination of the educational leave of said employee.

J. It shall be the responsibility of each employee who has been awarded educational leave to provide to the granting department the following documentation as it becomes available: Enrollment and class registration with the beginning date and end date of each semester; tuition bills; and evidence of successful completion of all classes and credits for which registered. An employee

who is a candidate for a Master's degree shall be required to indicate to the granting department at least six (6) weeks prior to the end of the spring semester the intention either to return to assigned work during the summer months or to pursue full time academic study or academic placement during that period of time as defined by the school. At the start of the educational leave, the granting department shall establish with the individual a date of required return to the assigned position, subject to revision based upon academic schedule changes as provided by the employee. The respective department shall be responsible to pay tuition bills in a timely fashion, such that the employee's standing within the academic program, receipt of semester grades, ability to register for the following semester, or graduation shall not be jeopardized.

K. If the performance is such that the employee has either not been a full time student or is not in good academic standing as defined by the school, and in the absence of reasons beyond the employee's control, the department shall terminate the educational leave and immediately post the availability of such educational leave to other qualified members of the bargaining unit within that department.

L. Employees who are granted educational leave by the State shall be responsible to complete the requirements for the approved degree and shall attain the degree unless prevented by circumstances beyond their control. In the event that employees require additional time beyond the completion of the educational leave in order to attain the degree, they shall be responsible to complete the requirements and attain the degree within the time frame permitted by their

respective academic programs. The State shall not extend the educational leave for this purpose.

## **ARTICLE XI**

### **GRADUATE DEGREE STIPENDS**

11.1 Prior agreements between the State and the Association have established that certain individuals would be (and shall remain) entitled to receive a salary increase of \$2300.00 per year in recognition of their graduate degrees. Those agreements have also been established that the granting of salary increases of \$2300.00 shall not extend to any employee who shall later acquire a Bachelor of Laws or a Juris Doctor Degree, or to any covered employee who otherwise earns or receives any Doctoral Degree, or to any covered employee who is the recipient of any Honorary Degree, even if said honorary degree is by title one of those degrees otherwise qualifying for a graduate degree stipend.

11.2 It is agreed that those professional employees within bargaining unit EE-3456 and EE-3457 who earn on their own time and at their own expense a Master's Degree from a fully accredited institution of higher learning in one of the disciplines set forth below shall be immediately entitled to and shall receive a salary increase of \$2300.00 per year. The salary increase will be effective at the start of the second pay period after submission of the degree or transcript to the respective department's Chief Personnel or Human Resources Officer, and shall be paid proportionately in each pay period. In no case shall any employee who is a beneficiary under the terms of this agreement be entitled to any more than one graduate degree stipend.

11.3 The following degrees, when earned on employee's time and at employee's expense, qualify for the graduate degree stipend:

- (a) Master's in Social Work
- (b) Master's in Education (in Guidance, Counseling, Administration, and Supervision)
- (c) Master's in Psychology
- (d) Master's in Criminology
- (e) Master's in Sociology
- (f) Master's in Public Administration
- (g) Master's in Criminal Justice
- (h) Master's in Counseling
- (i) Master's in Administration of Justice
- (j) Other Master's degrees as mutually agreed to by the parties.

11.4 The parties agree to reopen negotiations during the term of this Agreement on notice from either party on the subject of a graduate degree stipend for the Juris Doctor Degree.

## **ARTICLE XII**

### **SENIORITY**

12.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority within a class of position in all cases of transfers, days off, vacation time, layoffs, and recalls. Primary seniority shall be the determining factor except in the case of layoff affecting those employees hired into EE-3456 and/or EE-3457 before January 1, 1987, as described below in 12.7. For all classifications of Probation and Parole Officer, primary seniority within a class of position shall mean the earliest appointment date or

the cumulative seniority date as a Probation and Parole Counselor or Officer I, II and/or III/Senior for the State of Rhode Island unless seniority is broken as defined in 12.14.

12.2 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 30 working days after the completion of the bidding period, which shall include the grace period. Employees shall be limited to accepting no more than three (3) bids in a twelve (12) month period.

12.3 When an employee in a bargaining unit is granted a leave to protect status, upon returning from such leave the employee shall be entitled to resume the duties of the position occupied at the time the leave was granted. A position that is encumbered by a leave to protect status shall not be subject to being rebid when the encumbrance is lifted.

12.4 Primary seniority is defined as the length of service within a class of position or, as described in 12.1 above, the cumulative length of service within any or all of the classifications of Probation and Parole Counselor/Officer. Secondary seniority is defined as the length of service that an employee served in the next lower classification in the hierarchy for more than ninety (90) days. State seniority is defined as the total state service of the employee. State seniority shall be utilized in any situation in which primary seniority is identical for two or more individuals in the same class of position. If in such instance the state seniority is identical for two or more individuals, the Labor and Employment Practice Group within the Department of Administration, State of Rhode Island, and the Rhode Island Probation and Parole Association shall together formulate, in agreement with each other, a lottery resolution to break the state seniority tie.

12.5 On no less than an annual basis, the appointing authority or designee of each respective department shall prepare and forward to the President of the Association a seniority list of employees by class of position for distribution to members. It shall be the responsibility of each member to notify the appointing authority or designee of any questions regarding seniority dates.

12.6 All new and vacant positions represented by the Association within each respective department shall be posted on the Association bulletin board in both departments for a period of seven (7) calendar days. In addition, the posting for each such new or vacant position within a given department shall be forwarded to the appointing authority or designee of the other department and to the President of the Association for distribution to members within both departments. Employees applying for such vacancies shall make the request in writing, which must be received by the personnel officer or designee not later than three (3) calendar days after the posting period. Every effort will be made to fill vacancies within the bargaining unit. For all classifications of Probation and Parole Officer, vacancies shall be posted without regard to classification as I, II, or III/Senior and all incumbents classified as Probation and Parole Officer I, II, and/or III/Senior shall be eligible to bid laterally into any such vacancy. The classification of the vacancy shall be adjusted to match that of the successful bidder, not that of the prior incumbent.

12.7 In the event of lay-off or job abolishment, employees shall be laid off in the following order and according to lowest seniority:

1. Those with temporary status.
2. Those with provisional status.
3. Those with probationary status.
4. Those with permanent status.

5. Those with statutory status.

In the event of a reduction of force, the appointing authority shall notify the affected employee at least two (2) weeks prior to a layoff. If the affected employee was hired into a position covered by EE-3456 and/or EE-3457 prior to January 1, 1987, the employee affected may exercise his/her state seniority to bump the least senior employee in the same class of position within the affected department. An employee who has been so displaced may exercise his/her state seniority in order to bump the least senior employee on a statewide basis within the same classification. If the employee thus affected cannot utilize his or her state seniority as aforesaid, he or she may bump the least senior employee in a lower-rated classification in the bargaining unit provided he or she has held permanent status in said position. An employee who has been bumped shall not be entitled to the two (2) week notice of layoff.

If the affected employee was hired into a position covered by EE-3456 and/or EE-3457 after January 1, 1987, the employee shall only be able to use his/her primary seniority to bump the least senior employee in the same class of position within the affected department. An employee who has been so displaced may exercise his or her primary seniority in order to bump the least senior employee on a statewide basis within the same classification. If the employee thus affected cannot utilize his or her primary seniority as set forth above, he or she may bump the least senior employee in a lower-rated classification covered under EE-3456 and/or EE-3457 provided he/she has held permanent status in said position. An employee who has been bumped shall not be entitled to the two (2) week notice of layoff. This provision shall only apply to EE-3456 and EE-3457.

State seniority may be utilized in the event of layoff only to break a tie in primary seniority between or among employees represented by the Rhode Island Probation and Parole Association who are employed by the Department of Corrections or the Department of Children, Youth, and Families on or after January 1, 1987.

12.8 In the event of recall, the order of lay-off described above shall be reversed. Recall notices shall be sent by certified mail, return receipt requested.

12.9 In the event of job abolishment due to lack of funds, affected employees shall be permitted to exercise seniority in accordance with the provisions outlined herein for lay-off.

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

12.11 The name of any employee who holds full status and has been laid off shall be placed on an appropriate preferred re-employment list for three (3) years from the date of termination. Seniority shall accrue to such employee while on said re-employment list. Unpaid sick leave and personal leave accruals will be frozen for three (3) years from the date of layoff.

12.12 Employees appointed from employment or promotional lists shall serve a probationary period of six (6) months during which time the appointing authority shall report to the Personnel Administrator every sixty (60) days concerning work of the employee; and at the expiration of the probationary period, unless the appointing authority files with the Personnel Administrator a statement in writing that the services of the employee during the probationary period have not been satisfactory and that it is desired that he/she not be continued in the service, he/she shall receive permanent status

in his/her classification. Each new employee not appointed from a list shall be considered a temporary employee and shall also serve a probationary period of six (6) months.

Employees appointed to the position of Probation and Parole Officer I from employment or promotional lists shall, at the successful conclusion of the probationary period, serve a twelve (12) month performance review. During this period, the supervisor shall complete a written performance review each four (4) months or at the conclusion of 65 days worked, whichever is longer. After a minimum of eighteen (18) months on the job as a Probation and Parole Officer I and upon successful review of each performance objective as meeting or exceeding standards, the Probation and Parole Officer I shall be reallocated to the position of Probation and Parole Officer II. A Probation and Parole Officer I who at the conclusion of the twelve (12) month employee performance review period (eighteen (18) months as a Probation and Parole Officer I) fails to successfully meet or exceed all performance review standards, shall remain a Probation and Parole Officer I and shall be re-evaluated every thirty (30) days until qualifying to be reallocated to a Probation and Parole Officer II.

Copies of the performance evaluation review form shall be provided to the employee, supervisor and administrator. Only the final successful evaluation shall be forwarded to the Human Resources Office and placed in the employee's personnel file. A copy shall also be sent to the Personnel Administrator, Department of Administration along with the necessary paperwork for reallocation to a Probation and Parole Officer II.

Statutory employees appointed to the position of Probation and Parole Officer I and not subject to a probationary period shall be evaluated on their job performance as a Probation and Parole Officer I at three (3) month intervals during their first six (6)

months in the position based upon a modified employee performance review form. Copies of these evaluations shall be provided to the employee, supervisor and administrator and shall not be placed in the personnel file. After successful completion of the first six (6) month evaluation, by meeting the expectations of task performance, statutory employees will serve a twelve (12) month employee performance review, as described above.

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

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

1. When an employee has been discharged for just cause.
2. When an employee voluntarily terminates employment.
3. When an employee fails to respond to a recall notice.
4. When an employee fails to notify the departmental director of his or her absence from work within three (3) working days, unless extenuating circumstances prohibit such notice.
5. When an employee fails to renew a leave of absence.
6. When an employee engages in other work without authorization while on leave of absence.
7. When an employee is laid off in excess of three (3) consecutive years.

12.15 In the event a department determines that redeployment of any of its employees is necessary, the department shall select the class of position and the supervisory unit to be affected. Any individual within that class of position and unit may volunteer to be re-

deployed; if there is more than one volunteer, the individual with the highest primary seniority shall be selected. In the absence of a volunteer, the least senior employee within the affected class of position within that unit shall be the individual who is subject to the redeployment. Such redeployment of any particular individual shall be limited to a maximum of six (6) months, following which the individual shall be returned to his or her bid position. If after six (6) months the department determines that redeployment is still necessary from the same unit, the individual within the class of position and within that same unit who is next lowest in seniority shall be subject to redeployment unless another employee volunteers for the redeployment. If in any instance the identified individual has been re-deployed within the previous eighteen (18) months, the individual who is next lowest in seniority within the class of position within the affected unit shall be re-deployed, or the department shall select a different supervisory unit to be affected. Based on staffing needs and availability, the department may determine at any time which supervisory unit or units shall be affected by redeployment within the parameters of this section.

For the purpose of redeployment, Probation and Parole Officer I, II and III/Senior shall be understood to mean one class of position. That is, redeployment of a Probation and Parole Officer within a supervisory unit could affect a Probation and Parole Officer I, II or III/Senior.

## **ARTICLE XIII**

### **VACATIONS**

13.1 No employee shall receive any vacation until such employee has completed thirteen (13) bi-weekly pay periods, but vacation credits shall accrue during such time.

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

<u>Years of Service</u>	<u>Schedule</u>
At least six months, but not more than five years	10 working days
At least five years, but not more than ten years	15 working days
At least ten years, but not more than fifteen years	18 working days
At least fifteen years, but not more than twenty years	20 working days
At least twenty years, but not more than twenty-five years	26 working days
Twenty five years or more	28 working days

See attached addendum concerning vacation accrual.

13.3 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 their estate shall on such termination, be entitled to receive full pay for each hour of vacation to his or her credit as of the date of termination.

13.4 Appointing authorities shall assign vacation leave with justice and equity and once assigned, such leave shall be posted by the State.

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

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

13.7 Employees may be allowed to carryover from one year to a second consecutive year of vacation time accrued and credited in one (1) year, provided such carryover days to a second consecutive year shall be for use only and shall not be subject to cash out under Article 14.3 or other provision of contract or statute beyond the number of vacation days which were eligible for cash out in the first year of such carryover.

13.8 The State agrees to allow employees to freeze any vacation accrued during calendar year 1983 that would be in excess of one (1) year vacation carry over entitlement for which they would have been eligible to receive compensation under Section 14.8 of the 1980-1983 contract.

## **ARTICLE XIV**

### **SICK LEAVE**

14.1 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 due to injury or exposure to a contagious disease and may include absence due to illness, or death in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill, subject to the provisions of Section 5.0623 of the Personnel Rules in effect at this time.

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

14.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five (35) hour schedule or a non-standard schedule and

1000 hours for an employee assigned to a forty (40) hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

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

A 35 hour a week employee or a non-standard employee shall be entitled to receive a 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 40 hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and 75% pay for all sick leave over 720 hours up to and including 1000 hours.

14.5 The appointing authority may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay, but must require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three (3) consecutive working days. In addition, the provisions of Section 36-4-63 of the Rhode Island General Laws shall be applicable to this section.

14.6 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 14, Sick Leave.

14.7 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:

- (a) At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- (b) It is agreed that pregnant employees who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority 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 less than three (3) months nor more than twelve (12) months and may be extended by mutual consent, and an early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the appointing authority.
- (c) A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties or her continuance at work deprives her fellow employees of their contractual rights.

14.8 Whenever an employee shall be absent from work and receiving compensation as provided in the Workers' Compensation Laws, he/she shall be granted sick leave in accordance with the rules and applicable thereto, in an amount not to exceed regular compensation. Deductions from accumulated credits shall be applied only to part of the employee's salary which is paid as an addition to Workers' Compensation payments, and

the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

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

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

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

Based upon clearly defined medical verification, the parties shall modify the tasks of the employee 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 his/her classification on a limited basis with approval of the local union.

The transitional employment for such employees shall be reviewed on a regular basis. The review 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 his/her 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 service within the bargaining unit in accordance with the Master Contract and the Workers' Compensation Laws.

If the injury is not job related and the employee requests to return to work, the appointing authority, subject to the needs of the department may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave.

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

14.10 The State and the Union agree to establish a Sick Leave Bank Committee who 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 (4) 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 Bank.
- (d) Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.
- (e) Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour 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) Part-time employees may participate on a pro-rated basis.

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

If during the calendar year the Sick Leave Bank falls below three 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 2 of that calendar year.

## **ARTICLE XV**

### **HEALTH AND WELFARE**

15.1 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.

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

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).

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

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

Effective July 1, 2010:			
Individual Plan		Family Plan	
Less than \$46,350	17.5%	Less than \$46,350	14%
\$46,350 to less than \$92,700	20%	\$46,350 to less than \$92,700	20%
\$92,700 and above	25%	\$92,700 and above	25%

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

Effective the pay date, Friday, August 8, 2008, eligible part time employees (scheduled hours <35.0 for a 35.0 hour position or <40.0 for a 40.0 hour position) shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

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

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

Co-share payment increases in fiscal years 2010, 2011 and 2012, to the extent that they result from premium increases, rather than increases in the co-share percentages, shall be capped at 10% each year.

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.

15.4 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.

15.5 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

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.

15.5 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.

15.6 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%.

15.7 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.

15.8 The State reserves the right to reopen Article 16 for changes in statewide health benefits.

15.9 Flex Plan

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

15.10 Wellness Incentive

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

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

**ARTICLE XVI**

**RETIREMENT**

16.1 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 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. 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 XVII**

### **GROUP LIFE INSURANCE**

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

## **ARTICLE XVIII**

### **LEAVE WITHOUT PAY**

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, for reasons relating to personal illness, pregnancy, disability, or other purposes deemed proper and approved by the appointing authority and the Personnel Administrator.

18.2 When an employee is granted a leave as provided in Article 19.1, which with renewals, is for eighteen (18) months or less, he/she shall, upon returning from such leave, be entitled to return to the position he/she occupied when he/she went on leave at the office and location he/she occupied at the time the leave was granted and at the same step of the then current range for this class of position. Any employee returning from a leave which exceeds eighteen (18) months shall be entitled to return to the class of position within the department which he/she occupied when he/she went on leave.

The reference to leaves of eighteen (18) months duration in this Article shall not be construed to adversely affect the discretion of the appointing authority or Personnel Administrator in the granting of said leave.

18.3 Seniority shall be retained and shall accumulate during all leave without pay.

18.4 If an employee submits a request for leave without pay for parental leave, including adoption, and that leave is approved by the employing agency, the State will provide the health care coverage at no cost to the employee for one (1) year.

## **ARTICLE XIX**

### **JURY LEAVE**

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 jury duty and shall receive for such period of jury duty either regular pay or jury duty pay, whichever is the greater.

19.2 Every employee covered by this Agreement, who is subpoenaed to appear in Court on State business on a day off or during vacation, shall be compensated for the time expended.

Any employee who expends time in accordance with this section shall be paid at the rate of time and one half. 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 or her position, by reason of involuntarily entering the Armed Forces of the United States, of the

State, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Military leave absence shall be deemed to have expired six (6) months after the dates of discharge from or authorized separation from active duty as a member of the armed forces.

20.2 Every such employee shall be paid by the State the same amount as he or she would have received if not absent from the position, minus military base pay, for the duration of his/her service.

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

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

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

## **ARTICLE 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 day or training periods voluntarily engaged in by the employee beyond the training periods 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 for exclusive use by the Association where notices may be posted.

## ARTICLE XXIII

### ASSOCIATION COMMITTEE

23.1 Designated Association members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with State officials. Such time shall be with the approval of the Departmental director involved or designee, and such approval shall not be unreasonably withheld. Grievance hearings shall be limited to the aggrieved party and two (2) designated Association members.

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

23.3 The Association 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 Association representatives will be permitted to visit Association officers and committee members on State premises for the purpose of discussing Association business.

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

23.6 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.

## **ARTICLE XXIV**

### **DISCHARGES**

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

24.2 In the case of demotion, the appointing authority shall give the Personnel Administrator, the employee, and the Association written notice of intent to effect the demotion not less than fifteen (15) days before the date it is intended to become effective.

24.3 In all other cases, the employee and the Association shall be notified on or before the effective date of such action.

24.4 If within two (2) weeks of such dismissal, demotion, or suspension, the employee so affected or the Association notifies the appointing authority in writing that the employee has been unfairly treated and gives reasons therefor, the case may be reviewed in accordance with the grievance and arbitration procedure set forth in this agreement.

24.5 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 the former position and compensated at the regular rate for any time lost during the period of such dismissal, demotion or suspension.

24.6 Any 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.

24.7 With the exception of an initial investigation, in the event an employee is to be interviewed with regard to any action, situation or event which may reasonably 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 XXV**

### **GRIEVANCE PROCEDURE**

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

25.2 There shall be a grievance procedure as follows:

#### **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 one (1) working day.

#### **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.

25.3 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.

25.4 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 XXVI**

### **ARBITRATION**

26.1 If a grievance is not settled under Article XXVI, such grievance shall, at the request of the Association or the State, be referred to the Labor Relations Connection in accordance with its rules then obtaining.

26.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

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

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

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

## **ARTICLE XXVII**

### **SAFETY COMMITTEE**

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

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

## **ARTICLE XXVIII**

### **ALTERATION OF AGREEMENT**

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

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

## **ARTICLE XXIX**

### **NO STRIKES OR LOCKOUTS**

29.1 The Association 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.

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

## **ARTICLE XXX**

### **SAVINGS CLAUSE**

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

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 this agreement.

30.3 Letter of Understanding, Memoranda of Agreement, and Letter of Agreement contained in collective bargaining agreements prior to the 1996-1999 agreement and referenced in pages 54 through 61 and 63 through 66 of the 1992-1995 contract between the State and the Association have been removed from this contract for purposes of convenience and will be separately maintained without affecting their validity or applicability.

## **ARTICLE XXXI**

### **EMPLOYEE EVALUATION**

31.1 All monitoring or observation of the work performance of individual employees will be conducted openly and with their full knowledge. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. When evaluating the work performance of Probation and

Parole Officer II's and Senior Probation and Parole Officers, Supervisors, and Administrators shall take into consideration the nature and composition of the caseload responsibilities assigned to the employee.

31.2 Employees will have the right, upon request, to review the contents of the personnel file.

31.3 No material derogatory to employee's conduct, service, character, or personality will be placed in their personnel file unless they have had an opportunity to review the material.

31.4 Oral reprimands shall be removed after six (6) months provided there are no further infractions of the appropriate rules and regulations. Written reprimands shall be removed after one (1) year provided there are no further infractions of the appropriate rules and regulations

31.5 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.

31.6 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.

31.7 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.

31.8 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.

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

31.10 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 XXXII**

### **SUB-CONTRACTING**

32.1 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:

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:

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

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

- (1) Place employees affected by the sub-contracting into available jobs which they can perform.
- (2) Place employees laid off on a preferred hiring list for recall.
- (3) Prohibit the hiring of any new employees to positions which the affected employees could perform.
- (4) Attempt to waive or modify a law or regulation which would in any way deny preferred treatment of affected employees.

### **ARTICLE XXXIII**

#### **CASELOADS**

33.1 The Department of Corrections, Adult Probation and Parole Unit agrees to establish, in addition to its existing active Probation Unit, a Minimum Probation Supervision Unit. The Minimum Probation Supervision Unit will be responsible for all banked cases as well as other cases which are deemed by the Probation and Parole Officer and appropriate supervisor to be appropriate for this level of supervision in accordance with the criteria developed by the Advisory Committee. The Adult Probation Unit shall be responsible for the remaining active cases. Supervisors and Administrators in the Adult Probation Unit shall make reasonable efforts to fairly and equitably distribute the remaining active Adult Probation cases within the Judicial Districts among Probation and Parole Officer II's and Senior Probation and Parole Officers in the Adult Probation Unit. This language shall not be construed to constitute a numerical list on the caseload that may be assigned to a Probation and Parole Officer in the implementation and operation of the Minimum Probation Supervision Unit and the remaining cases in the Active Probation Unit.

33.2 Not later than March 1, 1997 the Association President shall designate a committee's designation, the Department of Corrections will designate an equal number of appointees. The committee shall select its Chair by majority vote. The committee's report and recommendation shall be completed not later than September 1, 1997 or such other date as may be mutually agreed.

Upon submission of the committee's report, the parties shall meet and confer.

Neither party will seek to utilize either grievance, arbitration or the impasse procedures of RIGL 36-11-1 et seq. on the subject of caseloads during the term of the agreement.

33.3 The State and the Union shall study the issue of maximum target case loads, based upon FY 06 as the study period, for Probation Officers and establish maximum target case loads for FY 07. In the event that reallocation of existing FTE's is not sufficient to permit the maintenance of such target case loads, the State and the Union shall jointly approach the legislature to request authorization for the appropriate number of FTE's to allow for implementation of the aforesaid target case loads.

## **ARTICLE XXXIV**

### **INDEMNITY PROVISION**

34.1 The State agrees to provide legal defense for and to hold harmless, employees who are defendants in civil litigation arising from their conduct on behalf of the State, provided however that this provision shall apply only in cases in which the employees are being sued for errors, omissions, or mistakes in judgment or analysis, or for physical acts of the employees, when such employees are acting within the scope of their authority.

## **ARTICLE XXXV**

### **MILEAGE ALLOWANCE**

35.1 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 Federal General Services Administration.

35.2 The GSA mileage rate shall be adjusted on July 1<sup>st</sup> and January 1<sup>st</sup> of each year to reflect the rate that is in effect on those dates. When an employee is required to be re-deployed from his/her bid assignment under the provisions of Article 13 to an office that is more distant from his/her residence than the office from which he/she has been re-deployed he/she shall be entitled to a mileage allowance for the excess mileage.

## **ARTICLE XXXVI**

### **PERSONAL BUSINESS LEAVE**

36.1 The State agrees to personal leave days as follows: The State shall allow each employee a maximum of thirty-two/twenty-eight hours leave with pay per fiscal year for the purpose of personal business and/or religious observance. The State shall not require a member to give a reason as a condition of approving the use of personal business leave, provided however that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of division functions, and that a member who has exhausted personal leave credits shall charge approved absences from work necessitated by personal business or religious observances to accumulated vacation or other credits, excluding sick leave. Personal leave shall not be carried over from year to year.

36.2 Until the first July 1 following their initial appointment to State service, employees shall be entitled to personal business leave hours pro-rated as follows:

- A. Employees originally appointed between July 1 and September 30 shall be entitled to thirty-two/twenty-eight personal leave hours as provided in this article.
- B. Employees originally appointed between October 1 and prior to December 31 shall be entitled to twenty-four/twenty-one personal leave hours as provided in this article
- C. Employees originally appointed between January 1 and prior to March 31 shall be entitled to sixteen/fourteen personal leave hours as provided in this article.
- D. Employees originally appointed between April 1 and June 30 shall be entitled to eight/seven personal leave hours as provided in this article.

36.3 Starting on July 1<sup>st</sup> following their initial appointment to State service, and on each subsequent July 1<sup>st</sup> of employment in a position covered by this agreement, employees shall be awarded thirty-two/twenty-eight personal leave hours for use during that fiscal year.

## **ARTICLE XXXVII**

### **NON-PERFORMANCE OF UNION WORK**

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

## **ARTICLE XXXVIII**

### **TESTING**

38.1 Employees who have the education and/or experience or have been previously admitted to the subject examination; or if the examination is for a position in the same pay grade or lower shall be given administrative leave to take such civil service examination upon timely application.

## **ARTICLE XXXIX**

### **RECOVERY OF OVERPAYMENTS**

39.1 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 XL**

### **INTERPRETER ASSIGNMENT PAY**

40.1

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 XLI**

### **PAGER/BEEPER/CELL PHONE**

41.1 Whenever an employee is required in writing by the Appointing Authority or designee to carry and respond to a radio pager/cell phone as part of his/her official duties during non-scheduled work hours, he/she shall receive an annual stipend of \$520.00 payable in two equal payments. The first one during the first pay period in January of the previous six months and the second during the first pay period in July for the previous six months. Said amount shall be pro-rated if the beeper/cell phone is assigned to an employee on a date other than the beginning of either six month period. No employee shall be required to carry a beeper/cell phone unless authorized in writing.

## **ARTICLE XLII**

### **STUDY GROUP**

42.1 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 Unions representing state employees. The Director of Administration (or his designee) shall preside over the meetings. This committee shall be formed within thirty days after the signing of this agreement.

## **ARTICLE XLIII**

### **PARITY**

43.1 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 XLIV**

### **TERMINATION OR REOPENING OF CONTRACT**

44.1 This agreement shall be in force from July 1, 2008 through June 30, 2012. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, in ninety (90) days prior to the anniversary date that it

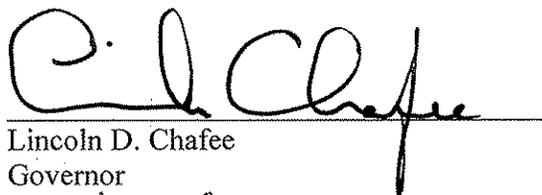
desires to modify this agreement. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement to the other party.

In the event that either party desire 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.

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

\_\_\_\_\_, 2011.

**FOR THE STATE:**

  
Lincoln D. Chafee  
Governor

  
Richard Licht  
Director of Administration

**FOR THE UNION:**

  
Christopher C. Hebert  
President, RI Probation and  
Parole Association

  
Robert G. Baxter  
Negotiations Chair, RIPPA

## **ADDENDUM TO ARTICLE XIII**

### **VACATION ACCRUAL**

Article XIII of this agreement set forth the present vacation schedule for all employees covered by said agreement. However, Article XIII does not specify how vacation credits are accrued by employees. A dispute has arisen between the parties regarding the present system of vacation accrual. Therefore, the parties have entered into this agreement to resolve the difference:

- (a) On January 1<sup>st</sup> of each year, employees shall be credited with certain vacation days in accordance with Schedule A and B 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:

<b><u>YEARS OF SERVICE</u></b>	<b><u>SCHEDULE A</u></b>	<b><u>UP FRONT DAYS</u></b>	<b><u>DAYS SUBJECT</u></b>	<b><u>TOTAL</u></b>
			<b><u>TO ACCRUAL</u></b>	
At least 6 months, but not more than 5 years	2	13		15
At least 5 years, but not more than 10 years	2	13		15
At least 10 years, but not more than 15 years	4	13		17
At least 15 years, but not more than 20 years	4	13		17
At least 20 years, but not more than 25 years	9	13		22
25 years or more	9	13		22

**SCHEDULE B**

<b><u>YEARS OF SERVICE</u></b>	<b><u>UP FRONT DAYS</u></b>	<b><u>DAYS SUBJECT TO ACCRUAL</u></b>	<b><u>TOTAL</u></b>
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 more than 20 years	4	16	20
At least 20 years, but not more than 25 years	9	17	26
25 years or more	9	19	28

**SCHEDULE OF ACCRUAL**

<b><u>DAYS SUBJECT TO ACCRUAL</u></b>	<b><u>RATE</u></b>
8	.0308
13	.0500
14	.0538
16	.0615
17	.0654
19	.0731

New employees hired after December 28, 1980 shall be entitled to receive vacation in accordance with the above noted Schedule B.

Effective December 28, 1980, employees hired prior to December 28, 1980 shall be entitled to receive vacation in accordance with whichever of the above noted schedules that provide the greatest number of days of vacation.

"Up Front Days" shall be indicated on the employees 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.

In the event that an employee's work week schedule is changed from within a standard forty (40) hour work week to a standard thirty-five (35) hour work week or a not-standard work week or in the event that an employee's work week is changed from either a standard thirty-five (35) hour work week or a not-standard work week to a standard forty (40) hour work week, his/her accrued hours shall not be adjusted to reflect an equivalent number of vacation days in the new work week schedule.

For example: if an employee is entitled to a total of fifteen (15) days vacation and is assigned to work in a standard forty (40) hour work week, is changed to a standard thirty-five (35) hour work week, the hours accrued pursuant to the formula for a standard forty (40) hour work week shall not be reduced to reflect an equivalent number of eight (8) hours vacation that would have been accrued in a standard forty (40) hour work week schedule.

When an employee reaches the required number of years of service which would increase his/her 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 20 years of service on September 1<sup>st</sup> would have five additional vacation days added to his/her total of earned vacation credits. The balance of

any increase shall be sought to accrual. In no case shall any employee carry over from one year to the next more than the amount of vacation time accrued and credited in one year.

**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 RIPPBA Bargaining Unit.

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

August 13, 1998

## **MEMORANDUM OF AGREEMENT**

### **“LIST B” NOTICES**

By execution of this agreement, the State hereby rescinds the notices dated 11/15/07 which advised union officials and employees of the State’s intention to explore the subcontracting or privatization of some functions currently performed by bargaining unit members. The State hereby agrees that no employees who received such notice shall be laid off pursuant to said notice through June 30, 2009.

## **MEMORANDUM OF AGREEMENT**

### **NON-WAGE PROPOSALS**

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

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

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

## LETTER OF AGREEMENT

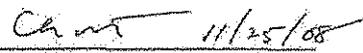
### DOC CASE MANAGEMENT GUIDELINES

November 25, 2008

#### LETTER OF AGREEMENT

The following represents an agreement between the Rhode Island Probation and Parole Association (herein after referred to as "RIPPA") and the Rhode Island Department of Corrections (herein after referred to as "the Department").

1. This letter is intended to formalize the parties' understanding with regard to the Department's implementation of case management guidelines in Probation and Parole. The necessity for such guidelines for the purpose of assisting Probation and Parole Officers in effective case management techniques is mutually recognized. However, given the fact that Rhode Island Probation and Parole members have one of the highest caseloads in the country, have many additional duties, including court coverage, and work a 35-hour, non-standard workweek, it is also mutually acknowledged that these guidelines do not constitute contract standards and will be applied with due consideration of the above limiting factors. The Department will provide training for all staff to whom the guidelines are applicable and will work collaboratively with the Association in their implementation.
2. RIPPA has agreed to withdraw Grievances # 195 (G-8287) and 196 (G-8288) and considers this agreement full and final settlement of said grievances.
3. This letter of agreement shall not be precedent setting for any pending and/or future cases.

  
Christopher Hebert  
President, RIPPA

  
Paul S. Mancini  
Human Resources Administrator

# MEMORANDUM OF AGREEMENT

9/22/09

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into by and between the State of Rhode Island and the  
R.I.P.P.A.

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

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

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

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

### No Layoff, Shutdowns or Pay Reductions:

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

7

9/22/09

Settlement Agreement and Consent Decree:

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

Pay Reduction FY 2010:

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

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

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

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

9/22/09

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

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

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

Salary Increase Delay:

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

Pay Reduction FY 2011:

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

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

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

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

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

7

9/22/09

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

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

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

Voluntary Leave Without Pay:

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

Reorganization, Elimination or Consolidation of Functions:

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

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

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

9/22/09

divisions or departments.

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

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

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

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

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

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



9/22/09

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

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

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

9/22/09

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

Effect on Retirement:

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

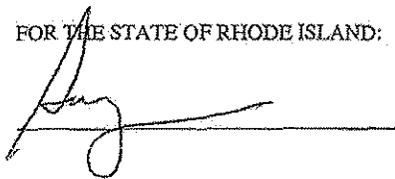
Ratification:

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

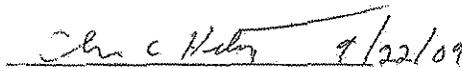
The undersigned agree to recommend ratification and approval of this Memorandum: Absent such ratification, the proposal set forth herein shall be null and void.

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

FOR THE STATE OF RHODE ISLAND:



FOR THE UNION:



## PAY SCALES

<p><b>SCHEDULE C00</b> <b>CLASSIFIED ANNUAL SALARIES</b> Effective June 24, 2007</p>
--

C18	35438	36392	37266	38163	39643
C20	37167	38408	39473	40603	42492
C27	49547	51322	53182	56039	
C28	51493	53347	55281	58232	
C29	53511	55453	57478	60589	
C30	55614	57648	59753	62955	
C31	57814	59918	62114	65484	
C33	62284	64563	66919	70541	
C34	64563	66919	69364	73167	

<p><b>SCHEDULE C00</b> <b>CLASSIFIED ANNUAL SALARIES</b> Effective June 21, 2009</p>
--

C18	36324	37302	38198	39117	40634
C20	38096	39368	40460	41618	43554
C27	50786	52605	54512	57440	
C28	52780	54681	56663	59688	
C29	54849	56839	58915	62104	
C30	57004	59089	61247	64529	
C31	59259	61416	63667	67121	
C33	63841	66177	68592	72305	
C34	66177	68592	71098	74996	

**SCHEDULE C00**  
**CLASSIFIED ANNUAL SALARIES**  
 Effective June 20, 2010

C18	37414	38421	39344	40291	41853
C20	39239	40549	41674	42867	44861
C27	52310	54183	56147	59163	
C28	54363	56321	58363	<del>61479</del>	
C29	56494	<del>58544</del>	60682	63967	
C30	58714	60862	63084	66465	
C31	61037	63258	65577	69135	
C33	65756	68162	70650	74474	
C34	68162	70650	73231	77246	

**SCHEDULE C00**  
**CLASSIFIED ANNUAL SALARIES**  
 Effective June 19, 2011

C18	38536	39574	40524	41499	43109
C20	40416	41766	42924	44153	46206
C27	53879	55809	57832	60938	
C28	55994	58011	60114	63323	
C29	58189	60300	62503	65886	
C30	60476	62688	64977	68459	
C31	62868	65156	67544	71209	
C33	67729	70207	72769	76708	
C34	70207	72769	75428	79563	