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K#: **820322**

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#820322

September 4, 2001

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF RHODE ISLAND
AND
LOCAL 580
Effective: Upon ratification
Expiring: June 30, 2004

1, 2001 Social workers

Except as modified by this Memorandum of Agreement, the terms and conditions of the Collective Bargaining Agreements between the State and Union shall remain in full force and effect:

I. EDUCATION INCENTIVE PAY

The INCENTIVE IN-SERVICE TRAINING PROGRAM is modified as follows:

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

12/5/01

II. INCLEMENT WEATHER/EMERGENCIES

Delete the current Special Time Off provisions in Article 10.1 and substitute the following:

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

1. The Department of Administration shall determine the designated starting time of the emergency.
2. Employees who are either allowed to leave their work place early or are excused from traveling to work shall be allowed to discharge vacation leave, personal leave or sick leave. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.
3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the Department of Administration.
4. This provision shall not be used in the event that there is a financial crisis. The discharge of sick leave under this provision shall be counted as hours worked for the purpose of computing overtime entitlement.

III. EMPLOYEE EVALUATION

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

The intent of the parties is to adopt existing models of employee evaluation forms to the department and to implement such process on or about January 2, 2002.

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

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

IV WAGES

Article 6 shall be amended to provide wage increases effective the first pay period of each month listed below:

A.	January, 2001 (beginning December 31, 2000)	3.0%
B.	July, 2001 (June 30, 2001)	4.0%
C.	July, 2002 (July 1, 2001)	4.5%
D.	Wage reopener July 2003	

V. CHANGES IN THE STATE HEALTH BENEFITS PLAN

A. The State will maintain the current Health Benefits Plan through December 31, 2001.

B. On and after January 1, 2002, and for at least three (3) calendar years through December 31, 2004, the State will offer to unionized active State employees a product such as "Blue Cross Healthmate Coast to Coast" and/or "United Health Care's Choice Plus (Nationwide)" or a substantially equivalent package of benefits delivered through a PPO. An indemnity plan (e.g. Classic Blue) will no longer be offered.

C. Except for the drug co-pay and current charges for office visits, the State will pay the entire cost of such plan.

D. The employee waiver will be increased from $1,300 to $2,000 effective January 1, 2002.

E. Employee Drug Co-Pay The employee drug co-pay shall be as follows:

Date	Generic	Formulary	Non-formulary
Jan. 1, 2002	$5.00	$10.00	$20.00
Jan. 1, 2003	$5.00	$11.00	$25.00
Jan. 1, 2004	$5.00	$12.00	$30.00

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

F. These changes supersede any conflicting provision of Article 17 of the Agreement and the Supplemental Agreement.

VI. DURATION

Rewrite Article
This Agreement shall be in force from July 1, 2000 through June 30, 2004, subject only to a re-opener on wages under Article 6, to be effective on and after the beginning of the first pay period in July, 2003. The Union shall give notice to the State pursuant to Article 43 of its intention to re-open negotiations on wages.

VII. SICK LEAVE BANK

1. The State and the Union agree to establish a Sick Leave Bank Committee who

shall be responsible to administer a Sick Leave Bank. The sick leave bank shall be administered on a statewide basis.

2. The Sick Leave Bank Committee shall be composed of six members, three (3) of whom shall be appointed by the President of the Union and three (3) by the State. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be by majority vote, shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

3. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:

   A. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.

   B. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).

   C. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week, 420 hours per employee assigned to a thirty-five (35) hour work week and 450 hours per employee assigned to a thirty-seven and one half (37.5) hour work week. Hours granted shall not exceed the total hours available in the Bank.

   D. Employees 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, seven and one half hours of sick

leave if assigned to a thirty seven and one half hour work week, seven hours of sick leave if assigned to a thirty-five (35) hour work week or a thirty-seven and one half 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.

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

5. 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 additional day (8 hours, 7 hours, or seven and one half hours) from those employees who made a contribution on January 2 of that calendar year.

VIII <u>OTHER ITEMS</u>

1. Recall notices shall be sent by certified mail, return receipt requested.
2. Unpaid sick leave and personal leave accruals will be frozen for three (3) years from date of layoff.
3. Rewrite Article 12 to permit an employee to carryover from one year to a second consecutive year of vacation time accrued and credited in one year, provided such carryover days to a second consecutive year shall be for use only and shall not be subject to cash out under Article 12 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.
4. <u>Dental Program</u>: Coverage shall be increased from $800 to $1,200 under the dental program to be effective upon the expiration of the current dental program.
5. <u>Shift Differential</u>: Shift differential shall be increased by five (5) cents per hour effective the first pay period in February 2001 with additional five (5) cent increase effective the first pay period in July, 2002 and July, 2003.
6. The parties will continue discussions (not negotiation) over the State's proposal

concerning the arbitration of statutory claims.

7. The GSA mileage rate shall be adjusted on July 1st and January 1st of each year to reflect the rate that is in effect on those dates.

8. The Stipend for the Master's Degree and certificate holders shall be increased by the sum of $100.00 effective July 1st 2001, July1st 2002 and July 1st 2003.

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

10. The State agrees that during the term of this agreement it shall not lay off any member of Local 580. This provision shall automatically expire on the expiration date of this agreement.

11. Applicable to DCYF Only: Notwithstanding any provision of the Collective Bargaining Agreement or any arbitration award relating to caseload or workload assignment to the contrary, the State shall endeavor to achieve a caseload assignment not to exceed fourteen (14) families for caseworkers assigned to Family Service Units at DCYF with respect to which the employee shall perform all required social work functions.

A. An arbitrator shall have no authority to find a caseload violation or to issue a remedial order against the State unless the Union can establish the following:

1) A case worker assigned to the Family Service Unit has been assigned a caseload in excess of fourteen families, and

2) The Department has failed to offer or has denied reasonably sufficient overtime to the caseworker assigned to the Family Service to absorb the assigned duties;

provided, no caseworker shall be required to work excessive overtime for unreasonably extended periods of time, and

3) The case worker was required to perform the essential casework duties outside of his or her normal hours of employment; or

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

B. The remedial power of an arbitrator is further limited as follows:

1) The arbitrator shall have no authority to order the State to hire additional staff.

2) Any compensation shall be based upon lost overtime earning opportunities only.

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

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

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

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

12. The parties recognize that the referral of families to the DCYF is beyond the control of the State and the Union. As a result the parties agree to establish a Standing Labor-Management Work Group to work diligently together jointly in an effort to achieve a caseload assignment of fourteen (14) families assigned to social workers assigned to the Family Service Units. The Work Group will also address the establishment of criteria for referring cases to the Case Monitoring Unit referenced in paragraph 11(F) above.

Robert L. Carl, Jr. Ph.D.
Dated September 4, 2001

Nancy Reed, President Local 580
Dated September 4, 2001