

**CONTRACT**  
**BETWEEN THE**  
**BOARD OF GOVERNORS**  
**AND THE**  
**COMMUNITY COLLEGE OF RHODE ISLAND**  
**PROFESSIONAL STAFF ASSOCIATION**  
**CCRIPSA/NEARI/NEA**

**EFFECTIVE**

**JULY 1, 2007 THROUGH JUNE 30, 2010**

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In this Agreement entered into on the 1st day of July, 2007 between the Rhode Island Board of Governors for Higher Education and the Community College of Rhode Island Professional Staff Association-NEARI/NEA, the parties hereby agree as follows:

## **PURPOSE**

It is the purpose of this Agreement to successfully execute the policies of the Board of Governors and to encourage a more cooperative, productive and professional relationship between the Board and the Community College of Rhode Island Professional Staff Association.

## **ARTICLE I** **RECOGNITION**

- 1.1 The Board of Governors hereby recognizes the Community College of Rhode Island Professional Staff Association/National Education Association of Rhode Island/National Education Association (CCRI/PSA/NEARI/NEA) as the sole and exclusive bargaining agent for all collective negotiations set forth in the General Laws of Rhode Island Title 36-11 for all employees of the Community College of Rhode Island who are members of the bargaining unit outlined in the Rhode Island Labor Relations Case No. EE326B.
- 1.2 For the purpose of this Contract the term "Board" shall mean the Board of Governors, the term "Administration" shall mean all administrators of the Community College of Rhode Island other than employees within collective bargaining units and the term "Association" shall mean the Community College of Rhode Island Professional Staff Association/National Education Association Rhode Island/National Education Association (CCRIPSA/NEARI/NEA).
- 1.3 No person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with the Board or the Administration concerning any terms or conditions of employment as defined herein except through the authorized representative of the Association.

- 1.4 Definitions. For the purposes of this contract, the following definitions shall apply:
- a. "Within a working day" shall mean prior to the end of a normal closing time of the following business day and shall be exclusive of weekends, vacations, and holidays.
  - b. "Aggrieved" shall mean either the employee and/or the Association.

## **ARTICLE II**

### **NON-DISCRIMINATION**

- 2.1 All references to the employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.
- 2.2 The Association and the Board shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join the Association and will not discriminate against the employee in the administration of the Agreement because of membership or non-membership in the Association.
- 2.3 The Board and the Association will not discriminate in any way with respect to the provisions of this Contract against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, marital status, physical handicap or political affiliation.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

- 3.1 The Association recognizes that the Board, the Commissioner of Higher Education and the Administration of the Community College of Rhode Island have the responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the Community College of Rhode Island to the full extent authorized by law.

- 3.2 Except as hereinafter specifically provided, the operation and administration of the Community College of Rhode Island, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Board and its Chairman and their duly designated representative. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any agent thereof.

#### **ARTICLE IV**

#### **DUES DEDUCTION ~ AGENCY SHOP**

- 4.1 Membership in any employee association may be determined by each individual employee; provided, however, that if the employees have selected an exclusive bargaining representative association, all non-members of the exclusive representative association shall pay to the exclusive association a service charge as contribution toward the negotiation and administration of any collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said association.
- 4.2 The State Controller shall, upon certification of the exclusive association, deduct bi-weekly from said employee's salary said above amount and remit the same to the treasurer of the exclusive bargaining association.
- 4.3 The State Controller shall also deduct association dues from the wages of those members who have authorized the State to do so in writing and shall forward promptly to the treasurer of the association a check representing the amount so deducted.
- 4.4 Whenever new personnel are employed within the bargaining unit, the Administration shall forward to the Association president and treasurer notification of such employment. This notification shall contain the name and address, position, campus, as well as the salary which the employee is to receive.

**ARTICLE V**  
**RIGHTS OF THE ASSOCIATION**

- 5.1 Designated association members and/or officers shall be granted reasonable time with pay during working hours to investigate and seek to settle grievances, and to participate in hearings and meetings with the Administration or Labor Relations Board on contract negotiations and contract administration. Such time shall be with the approval of the appropriate supervisor involved, and such approval shall not be unreasonably withheld. Time spent conducting union business will be noted on the timecard of the union official. Further, in a group grievance only one (1) of the grievants and the appropriate employee representative shall be in pay status as spokesman for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee within an employing unit and which involve like circumstances and facts for the grievance involved.
- 5.2 No Association committee member or representative shall be discriminated against as a result of the performance of Association business.
- 5.3 The Association shall furnish the Board/Administration with a written list of its officers upon their election and shall notify the Board/Administration of any change in such officers at the time of such a change.
- 5.4 Nothing contained herein shall be construed to deny or restrict any employee's rights he/she may have under the General Laws of the State of Rhode Island or other applicable laws.
- 5.5 The Board recognizes the Association's right to have access to information relative to budget, staffing projections as they pertain to this unit, names and addresses and salaries of all employees in the bargaining unit and agenda of all open Board of Governors' meetings. Where material is normally available to the public, the Association will utilize the avenues of acquisition as the public. It is

understood that this shall not be construed to require the Community College to compile information and statistics that are not readily available. Upon written request, the Association shall furnish information requested by the Community College.

- 5.6 Where practical, the Administration will advise the Association on new or modified long-range institutional planning as to its anticipated effect on the bargaining unit.
- 5.7 In the case of a reorganization, the College will notify the Association in writing of the pending reorganization twenty-five (25) days prior to its implementation. Information on reorganization shall be limited to names and positions of all members of the bargaining unit included in the reorganization, title changes, changes in duties and responsibilities, and where appropriate, organizational charts, job descriptions and pay grades. The Union acknowledges that this information is not public information until the College officially announces the reorganization. A reorganization is hereby defined as a restructuring of a department or a division which affects three (3) or more members of the bargaining unit with respect to the underlined phrases.
- 5.8 The President of the Community College may meet with the President of the Association when either feels it necessary to meet at the mutual convenience of both parties.
- 5.9 The Association will be allowed to use bulletin boards designated by the Administration at each campus.

## **ARTICLE VI**

### **FRINGE BENEFITS**

#### **6.1 Retirement Program**

Full-time members of the Association who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program, or other available 403b retirement programs,

after two (2) years of service and attainment of age thirty (30) as a condition of employment and as provided by law. Employees who are members of the Rhode Island Employee's Retirement System (ERS) at the time of employment at the Community College may elect to remain in the Employee's Retirement System. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under thirty (30) years of age.

#### 6.2 **Group Life Insurance**

It is agreed that all members shall be eligible to participate in the State Employees Group Life Insurance Program as established by 32-12-6 of the General Laws of 1956, as amended. Each staff member designated will be automatically covered unless such staff member designates in writing that he/she desires not to be insured.

#### 6.3 **Disability Insurance**

All full-time staff members who are members of TIAA-CREF, or other available 403b retirement programs, or who will be eligible for membership in the future and who have one (1) year of service at the College and have attained the age of thirty (30) are covered by disability insurance. Also covered are full-time staff members with one (1) year of service at the College, who have attained the age of thirty (30) and who have less than seven (7) years of membership in ERS. Staff members with seven (7) years of membership in ERS are eligible for total disability benefits under that program and are not eligible under TIAA-CREF disability insurance.

#### 6.4 **Tax Deferred Annuity Program**

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

## 6.5 **Travel**

Reimbursement for travel expenses shall be at the prevailing State rate in accordance with the regulations of the State of Rhode Island after approval has been granted by the appropriate Vice President and the Vice President for Business Affairs, or President.

Whenever a member of the bargaining unit has requested and received approval by the appropriate Vice President and the Vice President for Business Affairs to attend professional meetings and conferences, the Board shall reimburse the member for all travel expenses approved in advance by the appropriate Vice President or Executive Officer which may be incurred as a result of attendance at such meetings or conferences.

## 6.6 **Health Insurance**

For the term of the 2007-2010 contract the health insurance benefits extended to eligible employees by the State shall be those for which the Director of Administration has contracted in accordance with RIGL 36-12, and shall include health insurance, prescription, dental, and vision/optical benefits. The employee health insurance waiver shall continue in the amount of \$2,000 annually.

### Premium Sharing:

For the term of the 2007-2010 contract, all employees will participate in premium sharing on a percentage of premium basis.

### Individual Coverage

	<\$80,000	>\$80,000
1/1/08	9.00%	11.00%
7/1/08	11.00%	13.00%
7/1/09	13.00%	15.00%

**Family Coverage**

	<i>&lt;\$50,000</i>	<i>&lt;\$80,000</i>	<i>&gt;\$80,000</i>
1/1/08	6.00%	9.00%	11.00%
7/1/08	8.00%	11.00%	13.00%
7/1/09	10.00%	13.00%	15.00%

Effective July 1, 2008 there will be a ten percent (10%) cap on premium escalation.

In the event of mid-contract changes in plan design, the parties agree to reopen the contract to negotiate the impact of those changes.

**6.7 Tuition Waiver**

General fees or course charges of institutions under the jurisdiction of the Board of Governors may be waived for full-time members of the bargaining unit when they undertake a regular study program at their own or another institution. The level of eligibility for members of the bargaining unit shall be unlimited. The same fee remission applies to spouses and legal dependents when pursuing courses for credit to the baccalaureate level. In the event of the death of a staff member while employed, the benefit of this section shall be continued to be provided for those spouses and legal dependents who had been accepted or enrolled at the time of such death.

**ARTICLE VII**  
**SENIORITY AND LAYOFFS**

7.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority. Seniority shall be defined as the length of service of a bargaining unit member within the non-classified staff service at the Community College of Rhode Island. Said length of service shall determine the seniority of the staff member.

7.2 The principle of seniority shall apply in cases of days off, vacation time and holiday time at the department level.

- 7.3.a The principle of seniority shall apply to layoffs, recalls and reductions in force, as described below, provided the staff member(s) retained possess(es) the qualifications and experience to perform the work in accordance with the official job description.
- 7.3.b Any member who is to be laid off is eligible to replace any other staff member in an equal or lower pay grade in the bargaining unit over whom the staff member has seniority, provided that the staff member exercising seniority has the qualifications and experience, as determined by the Administration, to perform work in accordance with the official job description.
- 7.3.c If there is a vacant bargaining unit position which has not reached the final stages of the search procedure (which shall be defined as the point when the Search or Screening Committee has completed its duties as charged) within a pay grade into which the staff member to be laid off, other than one described in 7.3.d., is eligible to exercise his/her bumping rights, the staff member will be placed in the vacancy prior to exercising his/her bumping rights provided that the staff member exercising seniority has the qualifications and experience, as determined by the Administration, to perform the work in accordance with the official job description. The staff member will retain all rights under Article 7.8.
- 7.3.d 1. In the event of layoff, members of the bargaining unit whose positions are supported primarily by grant funds, federal grants or other outside funds and who have been employed at the College at least ten (10) consecutive years shall be eligible to bump/displace the least senior bargaining unit member whose positions are supported primarily by grant funds, federal funds or other outside funds, at an equal or lower pay grade, for which they meet the qualifications and experience, as determined by the Administration, to perform work in accordance with the official job description.
- 7.3.d 2. If there is a vacant bargaining unit position which is supported primarily by grant funds, federal funds or other outside funds which has

not reached the final stages of the search procedure (which shall be defined as the point when the Search or Screening Committee has completed its duties as charged) within a pay grade into which the staff member described in 7.3.d.1 to be laid off is eligible to exercise his/her bumping rights, the staff member will be placed in the vacancy prior to exercising his/her bumping rights provided that the staff member exercising seniority has the qualifications and experience, as determined by the Administration, to perform the work in accordance with the official job description. The staff member will retain all rights under Article 7.8.

- 7.3.e Any staff member of CCRIPSA whose present position is not covered by 7.3.d may apply for or be offered a position covered by Article 7.3.d. Such staff member shall continue to accrue seniority while working in the position, according to Article 7.1.
- 7.3.f Any staff member who bumps into a lower pay grade shall retain his/her current salary unless it is above the maximum for the new (result of the bump) pay grade. In the event that the staff member's salary is above the maximum of the new pay grade, the staff member shall be appointed at the maximum of the new (result of the bump) pay grade.
- 7.4 In determining seniority, the staff member's first date of hire shall prevail as applicable, unless seniority has been broken.
- 7.5 The Administration shall prepare and forward to the President of CCRIPSA, a seniority list of all staff members. A revised seniority list shall be furnished to CCRIPSA every six (6) months if so requested.
- 7.6 **Seniority For Probationary Staff Members**
- New staff members shall be considered as probationary members for the first twelve (12) months of their continuous employment in the non-classified service at the Community College of Rhode Island.

## 7.7 **Loss of Seniority**

A staff member shall lose his/her seniority for the following reasons:

- a. Voluntary resignation;
- b. Termination not reversed through the grievance procedure;
- c. Retirement;
- d. When a staff member fails to notify the Departmental Director or appropriate supervisor of his/her absence from work within three (3) working days unless extenuating circumstances prohibit such notification;
- e. Failure to return to work within fifteen (15) working days after recall from layoff;
- f. When a staff member has been laid off in excess of two (2) consecutive years;
- g. When a staff member fails to renew a leave of absence;
- h. When a staff member engages in other work without authorization while on leave of absence.

7.8 Any staff member who is laid off or bumped into a lower pay grade shall have his/her name placed on the appropriate re-employment list for two (2) years from the date of layoff. Staff members shall retain their seniority while they remain on the re-employment list.

7.9 Staff members who are scheduled to be laid off shall be given twenty (20) working days' notice prior to such layoff. A copy of the layoff notice shall be sent to the President of CCRIPSA.

7.10 Recall will be in the reverse order of layoff provided that senior staff members who are recalled possess the qualifications and experience, as determined by the Administration, necessary to perform the available work in accordance with the official job description.

7.11 Notice of recall shall be sent certified mail to the last known address of the staff member, with a copy to the President of CCRIPSA, at least fifteen (15) working days prior to the date of recall. Failure to report will be considered a resignation.

- 7.12 Prior to the implementation of any reduction in force among staff members in the bargaining unit, the President shall consult with the President of CCRIPSA relative to the proposed layoffs. It shall be declared the objective of this consultation to minimize the adverse effects of the layoff or reduction in force. The President of CCRIPSA shall be entitled to make his views and recommendations concerning the implementation of the layoff or reduction in force known to the President. To further minimize the adverse effects of any layoff or reduction in force upon staff members, the President shall make every effort to accomplish such reductions through attrition.
- 7.13 The determinations made by the Administration under Sections 7.3.b, c and d and Section 7.10, are subject to Article XV, Grievance Procedure, only up to 15.4, the level of the Commissioner.
- 7.14 **Grandfather Seniority Rights.** Employees employed as of July 1, 1981, and who served at CCRI in the classified or unclassified service who become non-classified members of this bargaining unit, shall have their seniority calculated as total continuous service at the College, including classified, unclassified and non-classified, provided service has not been broken as defined in Article VII.

## **ARTICLE VIII**

### **OVERTIME**

- 8.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the College, an immediate supervisor may direct or authorize overtime work.
- 8.2 Overtime shall be defined as the required performance of work within an employee's classification in excess of the established work week. Overtime must be authorized in advance, except in an emergency situation, and a request must be completed and signed by the supervisor and the Vice President for Business Affairs, or his/her designee.

- 8.3 Employees in classifications that are covered by the Fair Labor Standards Act shall receive either paid overtime or compensatory time at time and one half for all hours worked in excess of 40, and compensatory time at one hour for each hour worked for hours between 36 and 40. Employees whose annual salary is less than \$30,635 shall receive paid overtime for hours worked in excess of 35 hours per week.
- 8.4 Employees in classifications that are exempt from the Fair Labor Standards Act shall receive compensatory time at the rate of one hour for each hour worked in excess of 35 hours per week. All employees shall expend earned compensatory time according to a schedule which shall be prescribed by the department head and/or Vice President, if possible at the time that overtime is required. Normally, compensatory time shall be expended, according to this schedule, within twenty (20) work days of when it is earned, and in no event beyond three (3) months of when it was earned. If, however, an employee is denied opportunity to expend this compensatory time throughout the three (3) month period, he/she shall refer the matter to the Vice President for Business Affairs or his designee who shall, within fifteen (15) days, at his sole discretion, either order the payment of the compensatory time which has accrued within the previous three (3) month period, prescribe a schedule of no more than six (6) months over which said compensatory time shall be expended, or combination of both. If, during this six (6) month period, the employee's service is terminated by death, resignation, retirement (mandatory, voluntary, or involuntary), and the employee shall not have fully expended the compensatory time accrued within this three (3) month period, the employee or his estate shall be paid for the unexpended balance of this compensatory time.
- 8.5 In cases of emergency where overtime work could not have been authorized in advance, then upon verification of such facts by the employee to his or her department head and appropriate Vice President, such overtime shall be recognized.
- 8.6 Whenever staff members are eligible for overtime pay as specified in 8.3, they may exercise the option of

taking all or any part of their overtime allotment as compensatory time at time and one-half, with the approval of the Vice President for Business Affairs.

- 8.7 Whenever a staff member is required to work on a holiday which falls on his/her regularly scheduled work day, he/she shall be credited with the number of hours in his/her official work schedule for that day plus the number of hours actually worked at the rate of time and one-half.
- 8.8 Overtime is to be made a matter of record and distributed fairly and equitably, on a rotating basis, amongst staff members capable of performing the work in their respective class of position within a department at the campus at which they are employed. If this generates no employee at the campus that is available to work then the College may offer the overtime across campuses by seniority and classification. If this still generates no employee the College shall be entitled to direct and require the most junior employee within the classification and the campus from which the overtime work originated, to perform the work.
- 8.9 Hours credited for holidays, sick leave, vacation, compensatory time and compensable injury shall be considered as time worked for the purpose of computing overtime.

## **ARTICLE IX**

### **LEAVES**

#### **9.1 Sick Leave**

Sick leave with pay shall be granted to staff members covered by this Agreement. Sick leave with pay is hereby defined to mean the necessary absence from duty due to illness, injury, childbearing, or exposure to contagious disease, and may include absence due to illness or to death in the immediate family of the staff member or necessary attendance of a member of the immediate family who is ill. Sick leave may also be used for routine medical and dental appointments, with the advance approval of the immediate supervisor,

when it is inappropriate to schedule them during non-working hours.

- 9.1.a Staff members shall accrue four (4) hours from each bi-weekly period of service. When the total accumulation shall amount to eight hundred seventy-five (875) hours (one hundred twenty-five [125] days) for a staff member assigned to a thirty-five (35) hour work week, or a non-standard or non-scheduled work week, no further credit shall accrue until the total shall have been reduced to less than the maximum. When the service of a staff members shall be terminated by retirement (mandatory, voluntary, or involuntary) or death, such staff member or his/her estate shall be entitled to receive full pay for each hour of accrued sick leave to his/her credit of the date of termination according to the following formula:

A thirty-five (35) hour a week staff member, a non-scheduled or non-standard staff member shall be entitled to receive full pay for fifty percent (50%) of all accrued sick leave over three hundred ninety (390) hours up to and including six hundred thirty (630) hours, and full pay for seventy-five percent (75%) of all accrued sick leave over six hundred thirty (630) hours up to and including eight hundred seventy-five (875) hours. For the purposes of 9.1.2, a year shall begin on the first pay period in January and end on the last pay period in December.

- 9.1.b The Administration may require a physician's certificate, health care provider's Certificate or other satisfactory evidence for each sick leave with or without pay covering an absence of three (3) or more consecutive work days, excessive absenteeism or patterned absenteeism.
- 9.1.c Whenever a staff member shall be absent from his/her duties and receiving compensation as provided in the Workmen's Compensation Laws, he/she shall be granted a sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition to Workmen's Compensation payments, and the total of the two (2) shall not

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

## 9.2 **Bereavement Leave**

Each employee shall be granted leave with full pay for four (4) days for a death in the immediate family. The immediate family shall include: father, mother, brother, sister, spouse, children, step-children, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren and any person living in the employee's household. Days needed beyond four (4) may be taken from sick leave. Each employee shall be granted one (1) day each occurrence if he or she attends the funeral of an aunt, uncle, niece or nephew.

## 9.3 **Military Training Leave**

Employees covered by this Agreement who, by reason of membership in the United States Military, Navy or Air Reserve or the Rhode Island National Guard or Naval Reserve are required by the appropriate authorities to participate in the 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 leave with pay not to exceed fifteen (15) working days in any one (1) calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, he shall be granted leave without pay for this period. During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged by the employee beyond the training period required generally of the members of the respective armed services.

#### 9.4 **Jury Duty**

Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall upon the request be granted a leave of absence from his or her regular duties during the actual period of such jury duty, in which circumstances, he or she shall receive for such period of jury duty his or her regular pay or his or her jury duty pay, whichever is greater.

#### 9.5 **Maternity Leave**

9.5.a A staff member may be allowed to utilize accrued sick leave for child-bearing with appropriate medical documentation.

9.5.b After discharging approved sick and vacation leaves, a staff member may be granted, upon request to the Director of Human Resources, a leave of absence without pay. The total leave (a combination of paid and unpaid time) shall not exceed one year.

#### 9.6 **Parental Leave**

In the event that a staff member or his/her spouse becomes a parent or guardian through a birth, adoption, or other legal proceedings, the staff member may be granted parental leave with pay not to exceed ten (10) working days with the approval of the appropriate Vice President, President, or their designees, provided the staff member has exhausted all other paid leaves.

#### 9.7 **Special Time Off**

Whenever it appears desirable, in the best interest of the Board and its employees, to allow collective absence from duty, the executive officer may excuse staff members at a stated time, providing that enough staff members remain on duty to maintain contact with the public and carry on crucial work.

9.7.1 Staff members who are required to work when other staff members are so excused shall be paid their regular rate of pay and in addition shall be granted, at the discretion of the President, either

compensatory time off or cash payment for this service at the rate of time and one-half for each hour worked.

#### 9.8 **Personal Days**

Each staff member shall receive four (4) days leave pay per calendar year for the purpose of attending to personal business and/or religious observance. Staff members shall not be required to give a reason as a condition of utilizing this personal leave, but prior approval must be obtained from the immediate supervisor to assure that the absence does not interfere with proper conduct of the office. Personal leave credits cannot be carried over from calendar year to calendar year. The following schedule shall apply for all new employees in their first year of employment for the distribution of personal leave days:

Employees appointed between January 1 and March 31 shall be entitled to four (4) personal leave days as provided in this Article. Employees appointed between April 1 and June 30 shall be entitled to three (3) personal leave days as provided in this Article. Employees appointed between July 1 and September 30 shall be entitled to two (2) personal leave days as provided in this Article. Employees appointed after September 30 shall be entitled to one (1) personal day as provided in this Article.

#### 9.10 **Leaves for Professional Meetings and Conferences**

It is hereby agreed that attendance at and/or participation in professional meetings or conferences related to a staff member's area of responsibility at the College is important to the enhancement of job performance. Therefore, the College agrees to encourage such participation by granting time off with pay. Application shall be made through the immediate supervisor to the Vice President for Business Affairs for his prior written approval.

**9.11 Leave Without Pay**

It is agreed that, upon written application, an employee who has served his probationary period may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reason of personal illness, disability or other purpose deemed proper and approved by the Administration. If, during a fiscal year, a bargaining unit employee has been on Leave Without Pay for longer than six (6) months, the employee shall be returned to the position from which he was on leave at the same level of the then current range for that class of position. For positions which are supported by federal or other non-state funds, when said leave expires, the employee shall be returned to the position from which he is on leave or any other similar position at the same level of the then current range for that class of position(s) for which he is qualified if said position exists. Seniority shall be retained during all leaves without pay. Seniority shall be retained and accrued during all paid leaves of absence.

**9.12 Leave for Professional Development**

Members who have served at least two (2) years full-time may be granted short-term leaves of absence to pursue professional development at workshops, seminars and conventions. This leave shall be granted at regular pay and the recipient upon the termination of the leave shall return to his/her duties at the College. Application for such leave shall be made through the immediate supervisor to the Vice President for Business Affairs for approval six (6) weeks prior to the date for which the leave is requested. In certain circumstances, shorter notice for such leave may be considered.

**9.13 Sabbatical Leave**

Employees in the bargaining unit shall be eligible for sabbatical leave which he may take with the approval of the President for the purpose of advanced study, independent research or pursuance of a higher academic degree at the completion of six (6) years of

employment. An application for sabbatical leave which requires budgeted funds shall be submitted at least twelve (12) months preceding the date on which the leave is to commence. A committee composed of two (2) people appointed by the College President and two (2) appointed by the CCRIPSA President shall consider all requests for sabbatical leaves and shall rank all applications and forward a recommendation to the appropriate Vice President and President of the College with respect to said requests. If the total number of sabbatical leaves approved by the President of the College to commence in a given fiscal year is two (2) or more, then the decisions of the President of the College with respect to the granting or denial of all sabbatical leave requests shall be final. As soon as decisions are made regarding sabbatical leaves, the Administration shall furnish the Association with a list of those receiving sabbatical leave, and those denied sabbatical leave. For those whom replacement positions have been provided, notice to the Association will be given as soon as the decision has been made. An employee on sabbatical leave shall receive for a period of one (1) year, half pay, or for a period of six (6) months, full pay, with the understanding that he return to his/her duties for at least one (1) year upon termination of the leave, unless by mutual agreement between the employee and the President, it is deemed inadvisable.

9.14 Upon his/her return from sabbatical leave, an employee's salary shall be the same as he would have received had the period of his/her leave been spent in the service of the Board and he/she shall be returned to the same level which he/she held at the time said leave commenced if it exists, or if not, a substantially equivalent level. A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.

9.15 **Study Leave**

A staff member who has served as such for at least three (3) years may, upon written approval of the President, be granted leave of absence for the purpose of pursuing a course of study for a period of either

six (6) months or one (1) year. Such staff member may apply for one-half (1/2) pay for the six (6) month period or one-quarter (1/4) pay for one (1) year period. The staff member shall agree in writing to return to the Department of the College which he or she left for a period of one (1) year upon the termination of his or her leave, unless by mutual agreement between the staff member and the President, it is deemed inadvisable.

9.15.1 A member of the CCRIPSA, on applying for study leave, shall present to the appropriate Vice President or Executive Officers a comprehensive plan for study, research, or other professional improvement he/she proposes to take while on leave, which must be approved by the Vice President or Executive Officer and the President before the request for leave is granted. An application for study leave shall be made to the appropriate Executive Officer at least six (6) months preceding the date on which the leave is to commence.

9.15.2 A committee composed of two (2) people appointed by the College President and two (2) appointed by the CCRIPSA President shall consider all requests for study leaves and shall rank all applications and forward a recommendation to the appropriate Vice President and President with respect to said request. If the total number of study leaves approved by the President of the College to commence in a given fiscal year is two (2) or more, then the decisions of the President of the College with respect to the granting or denial of all study leave requests shall be final.

## 9.16 **Vacation**

The annual vacation for calendar year full-time employees shall total eleven (11) working days for the first year. Thereafter, annual vacation shall total twenty-two (22) working days. During the first five (5) years of employment, vacation carryover shall be limited to fifteen (15) days per year.

After five (5) years of service, the vacation carry over shall increase to a maximum of forty-four (44)

working days from one calendar year to the next. Staff members who are entitled by law to an additional five (5) vacation days (for a total of twenty-seven [27] vacation days) may not carryover more than fifty-four (54) working days. Working days shall refer to five (5) days per week, normally Monday through Friday, exclusive of scheduled holidays.

Time and number of days of the vacation to be taken are to be mutually agreed to in advance by the employee, the employee's immediate supervisor and the appropriate Vice President. All employees shall be guaranteed at least ten (10) consecutive vacation days per year. No vacation may be taken until an employee shall have served in the employment of the Board of Governors for six (6) months; however, this time shall be included when crediting vacation time. When the service of any calendar-year employee shall be terminated by resignation, death, dismissal or otherwise, and such employee shall not have used actual vacation time equal to the vacation credits due him/her, such employee or his/her estate shall be entitled to receive full pay for each day of vacation to his/her credit as of the date of termination.

When a staff member reaches his/her twentieth (20<sup>th</sup>) year of service which would increase his/her vacation entitlement, the College agrees to add the additional days up-front on a pro-rated basis in accordance with the following schedule:

1. Staff members who reach their twentieth anniversary of service between January 1 and March 31 shall have five (5) days added to their vacation accrual.
2. Staff members who reach their twentieth anniversary of service between April 1 and June 30 shall have four (4) days added to their vacation accrual.
3. Staff members who reach their twentieth anniversary of service between July 1 and September 30 shall have three (3) days added to their vacation accrual.

4. Staff members who reach their twentieth anniversary after September 30 shall have two (2) days added to their vacation accrual.

9.16.2 Effective January 1, 2000, and on each subsequent January 1<sup>st</sup>, employees shall be credited with vacation days in accordance with the schedule below:

<u>Years of Service</u>	<u>Up-Front Days</u>	<u>Days Subject to Accrual</u>	<u>Total</u>
Not more than one (1) year	0	11	11
At least one (1) year but not more than ten (10) years	2	20	22
At least ten (10) years but not more than twenty (20) years	5	17	22
More than twenty (20) Years	10	17	27

9.17 **Holidays**

The following shall constitute the official paid holidays as long as these days or others that may be added or deleted by the General Assembly continue to be designated as state employee holidays by the General Assembly:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Any day on which general election of State Officials is held as,
Victory Day	Election Day
Labor Day	
Columbus Day	

- a. Each employee shall be entitled to time off at his/her regular rate of pay for the holidays specified above, when such holidays fall on his/her regularly scheduled work days, and shall

be credited with the number of hours in his/her official work schedule for that day.

- b. When any holiday shall fall on the scheduled day off within the scheduled work week of any employee, the next scheduled work day shall be substituted for the holiday.
- c. If a holiday falls on a regularly-scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his/her absence on that day.
- d. When a holiday listed in Article 9.17, above falls on a Saturday or a Sunday, it shall be celebrated in accordance with the provisions of RI Gen. Laws 25-1-1.

#### 9.18 **Special Sick Leave**

Any staff member whose employment requires exposure to an unusual employment hazard shall be granted special sick leave credits not to exceed one hundred and five (105) hours in a calendar year. Such sick leave credits shall be available and sick leave granted upon written recommendation by the Administration to the Director of Personnel that it has been determined by blood tests or other approved method and supported by a statement from a qualified physician that the health of the staff member required such sick leave to permit recuperation from exposure to such occupational hazards.

#### 9.19 **Advance Sick Leave**

Staff members may be granted advance sick leave not to exceed seventy (70) hours when all sick leave and annual vacation leave have been exhausted. Upon application, consideration may be given for additional thirty-five (35) hours advance sick leave. Advance sick leave will be paid back on a bi-weekly accrual basis after return to work. Accruals will be subtracted from the advanced sick leave until zero balance results. At this time the staff member will

resume accruing sick leave on a normal basis. A staff member who, for any reason except death, fails to comply with these conditions shall be obligated to repay the College the dollar value equal to the sick leave advanced.

## **ARTICLE X**

### **UPGRADE AND APPEAL PROCESS**

- 10.1 **Upgrade Process.** Any staff member who claims that his/her job description has been changed, or that he/she has undertaken additional job responsibilities, or that his/her job situation is so unique as to constitute an inequity with respect to the member's present grade classification, shall have the right to request a grade change as follows:
- a. The staff member will request a review, in writing, by the Director of Personnel or his/her designee; who, after all the information necessary to perform the review has been provided, will complete, if possible, the audit within thirty (30) days. The employee and the Association will receive the recommendation along with the reason for the decision in writing.
  - b. The recommendation will be forwarded to the Personnel Review Committee, if necessary, for approval.
- 10.2 **Appeal Committee.** If the staff member does not agree with the findings of the Personnel Office, he/she shall within fifteen (15) days of the finding request a review in writing by a five (5) member committee comprised of two (2) members appointed by the President and two (2) members appointed by the CCRI/PSA President. The fifth member shall be appointed by the President with the approval of the Association.

- a. The committee will meet with the staff member, when practicable, within two (2) weeks following receipt of the request.
- b. The staff member and/or the Association shall be notified one week prior to the hearing and shall have the right to present evidence in support of their position.
- c. The Appeals Committee shall consider all evidence and render a decision by majority vote. The staff member shall receive a decision set forth in writing with reasons within ten (10) days following the meeting. If necessary, the Personnel Office will forward the recommendation to the Personnel Review Committee within thirty (30) days of receipt.

10.3 **Personnel Review Committee.**

- a. The Personnel Review Committee will consider the recommendation at the next scheduled meeting.
- b. The staff member and/or the Association shall be notified one week prior to meeting and shall have the right to present evidence and testimony in support of their position.

The staff member and/or the Association shall be notified in writing of the final decision of the Personnel Review Committee.

- 10.4 Any bargaining unit member who receives an upgrade shall be placed at the minimum of the new pay grade or receive a ten percent (10%) increase above his-her current rate, not to exceed the maximum for the pay grade, whichever is greater. The effective date for this increase shall be retroactive to the fourth pay period subsequent to the submission of the completed audit request form to the Personnel Department.

## **ARTICLE XI** **COMMITTEES**

- 11.1 Whenever the President appoints a Search Committee to assist in filling a vacancy in any of the positions of Director through and including Vice President, the President will appoint at least one (1) member of the bargaining unit to the Search Committee.
- 11.2 The Board and CCRIPSA agree to include one (1) CCRIPSA representative on the Calendar Committee, appointed by the President from a list of three (3) names submitted by the President of CCRIPSA.

## **ARTICLE XII** **HEALTH AND SAFETY**

- 12.1 The Board shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of all staff members.
- 12.2 Whenever maintenance or construction work is being done which would disrupt the work environment in an area of the College, a reasonable effort will be made to provide advance notice of such work to the employees who are normally assigned to that area.

## **ARTICLE XIII** **TRANSFERS**

- 13.1 In the event of a permanent transfer of a position, if there is more than one (1) employee within the affected classification, then the assignment will be offered by seniority. In the event that no one accepts the assignment, then the employee with the least seniority will be transferred. The employee who is transferred will receive two (2) weeks notice.

The foregoing would not apply in the event of the transfer of an entire department.

**ARTICLE XIV**  
**PERSONNEL FILES**

- 14.1 The College shall maintain one (1) official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee, and evaluation reports prepared by the College and other relevant documents. The file shall also include a copy of the official job description of the staff member.
- 14.2 The employee shall have the right to examine his official personnel file at any time during normal business hours and to file a statement in response to any item placed in the file, provided, however, any letters of recommendation solicited in connection with his/her employment shall not be available to the employee or his representative.
- 14.3 A designated member of the Association, having written authorization from the employee concerned, and in the presence of a representative of the College administration, may examine the official personnel file of that employee, except for the limitation provided in 14.2, if the examination relates to a filed grievance, a grievance in preparation, or written charge(s) preferred against the employee by the College.
- 14.4 Copies of materials in an employee's official personnel file shall be permitted for official college purposes, for use at formal proceedings of grievance reviews or for the expressed use of the individual employee, but shall not be permitted for any other purpose. Only materials in the official personnel file or related documents may be used against the employee at any time or in any manner.
- 14.5 A member of the bargaining unit shall have the right to reproduce all documents in his or her personnel file, except as noted in 14.2, at the employee's expense.

- 14.6 No anonymous material shall be placed in the employee's official personnel file.
- 14.7 Materials shown to be false or unsubstantiated shall be removed from the employee's official personnel file. The burden of proof of false or unsubstantiated material shall rest with the employee. The Personnel Office shall be responsible for notifying, in writing, any persons or organizations to which it may have forwarded false information.
- 14.8 Copies of letters of commendation and appointments to committees shall be filed in the employee's official personnel file provided employees so request and deliver such letters to the Personnel Office for inclusion.
- 14.9 The College Administration shall be responsible for maintaining a separate file on grievances under process arising from the provisions of this Agreement. Completely processed grievances which relate to a staff member's evaluation, reprimand, suspension, demotion or dismissal may be placed in the member's personnel file, but such material shall be complete and shall contain a statement concerning the final disposition of the grievance.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Board and the Association or between the Board and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement. There shall be a grievance procedure as follows:

- 15.1 A grievance shall be presented by the aggrieved to his immediate supervisor and appropriate Administrator within ten (10) working days after the employee knew or should have known of the act, event and/or commencement of the condition which is the basis of the grievance. The supervisor, appropriate

Administrator and aggrieved shall attempt to settle the grievance within five (5) working days of its receipt.

- 15.2 If the grievance is not resolved in Step 1, it shall be reduced to writing within five (5) working days after the immediate supervisor and appropriate Administrator's decision and submitted to the appropriate chief administrative officer or his designee who shall grant a hearing to the aggrieved within five (5) working days of the receipt of the written grievance. A written decision shall be rendered within five (5) working days of the conclusion of the hearing.
- 15.3 If the grievance is not resolved in Step 2, it shall be submitted within five (5) working days of the chief administrative officer's decision to the President or his designee, who shall grant a hearing to the aggrieved within ten (10) working days of the receipt of the written grievance. A written decision shall be rendered within five (5) working days of the conclusion of the hearing.
- 15.4 If the grievance is not resolved in Step 3, it shall be submitted within ten (10) working days of the President's decision to the Commissioner of Higher Education or his designee, as agent for the Board of Governors, who shall grant a hearing to the aggrieved within ten (10) working days of the receipt of the grievance. A written decision shall be rendered within ten (10) working days of the conclusion of the hearing.
- 15.5 The time limits specified herein shall be regarded as maximums, and every effort shall be made to expedite the processing of grievances provided, however, that the parties may, by mutual agreement, extend any time limitation specified herein.
- 15.6 A grievance shall automatically proceed to the next step of the grievance procedure if within the time limits specified herein a decision has not been rendered. It shall be the responsibility of the aggrieved to forward copies of grievance letters and

responses thereto at each successive step of this grievance procedure.

- 15.7 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Administration, on request, will produce payroll and other records, as necessary. Employee witnesses who are state employees and grievants will receive their regular rate of pay for time spent processing grievances. Such time spent shall be subject to approval of the appropriate chief administrator, which shall not be unreasonably withheld.
- 15.8 Further, in a group grievance only one (1) of the grievants and the appropriate employee representative shall be in pay status as spokesman for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee within an employing unit and which involve like circumstances and facts for the grievance involved. The Association representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee the right to process his grievance without Association representation. If such grievance is processed without Association representation, such facts of said grievance will be furnished to the Association.
- 15.9 It is also agreed that in all cases of dismissal the aggrieved may go immediately to Step 3 of the grievance procedures. It is further agreed that either party may submit a grievance to each other and proceed immediately to Step 3.
- 15.10 Decisions rendered shall be forwarded to the Association and to the aggrieved employee.
- 15.11 For purposes of this Article, the following definitions shall apply:
- a. "Within a working day" shall mean prior to the end of the normal closing time on the working day following receipt of the grievance and shall be exclusive of weekends, vacations and holidays.

- b. "Aggrieved" shall mean either the employee and/or the Association.

15.12

**Arbitration**

If a grievance is not settled under the previous sections of Article XV such grievance shall, at the request of the Association or the Board, be referred to the American Arbitration Association in accordance with its rules. The decision of the arbitrator shall be final and binding upon the parties except where the decision would require an enactment of legislation, in which case it shall be binding only if the legislation is enacted. The expense of such arbitration shall be borne equally by the parties. Only grievances arising out of the provisions of this Contract relating to the application or interpretation or violation thereof may be submitted to arbitration. All submissions to arbitration must be made within ten (10) working days after the grievance procedure decision.

**ARTICLE XVI**  
**EVALUATION**

16.1

All employees shall be evaluated periodically but not less than once annually. A written statement of evaluation shall be placed in the employee's official personnel file. A copy of the evaluation shall be given to the employee. The employee shall read, date and sign the evaluation within two (2) weeks of receipt and it shall be placed in the employee's official personnel file. In addition, the employee may comment in writing; said comment shall be attached to the evaluation. Employees should be offered constructive criticism and specific areas of improvement shall be noted if appropriate.

**ARTICLE XVII**  
**WORKING CONDITIONS**

- 17.1 The basic work week for all full-time staff members covered by this Agreement shall be a thirty-five (35) hour work week, non-standard, consisting of five (5) consecutive days, normally Monday through Friday.
- 17.2 It is agreed that the normal work schedule shall be on a calendar-year basis (twelve [12] months), except where a position is specifically designated as an academic-year position.
- 17.3 Eligible employees who are called in to work after having left their place of employment and outside of their regularly scheduled work hours will receive no less than four (4) hours pay at their overtime rate.
- 17.4 In the event an employee is not able to report for work at his regularly scheduled time, he or someone in his behalf shall notify his immediate supervisor or department head as far in advance as possible of the scheduled starting time, circumstances permitting.
- 17.5 Whenever an employee is required to work on a holiday which falls on his/her regularly scheduled work day, he shall be credited with the number of hours in his/her official work schedule for that day, plus the number of hours actually worked at the rate of one and one-half times.
- 17.6 **Temporary Appointments**
- Whenever a staff member is officially appointed by an appropriate appointing authority to a higher level position on an acting basis for a period of thirty (30) days or more, the staff member shall be compensated at the minimum of that pay grade or receive a ten percent (10%) adjustment above his/her current rate, whichever is greater, but in no event to exceed the maximum of the higher pay grade. Said payment shall be retroactive to the beginning of said period.

**17.7 Academic Year**

The academic year shall extend from the date of annual activities that mark the opening of the College, one week prior to the official start of classes, which will constitute the official beginning of a twenty (20) pay period work cycle. The summer leave period will begin at the end of the twenty (20) pay period cycle and continue for six (6) pay periods provided the staff member has completed his/her individual obligations to the College.

Said staff member shall receive all state holidays in this period in accordance with the provisions of this Contract.

All Community College of Rhode Island Professional Staff Association members who are on academic year contracts shall be granted up to eleven (11) vacation days per academic year. The vacation days are to be given in full at the start of the academic year. Up to eleven (11) days of unused vacation can be carried forward from the previous academic year. At the beginning of each academic year an employee will be given the lesser of eleven (11) days or the amount of vacation time needed to start the academic year with a maximum of twenty-two (22) days. Academic year employees who have served a total of twenty (20) years with the State of Rhode Island, if entitled by RIGL Section 36-6-18, shall receive an additional four (4) days of vacation per year for a total of fifteen (15) vacation days per year. The maximum number of vacation days allowed at the start of the academic year for members described above will be increased from twenty-two (22) to twenty-six (26). Once the academic year begins no additional vacation time will be issued. New academic year employees, hired after the beginning of the 1995-1996 academic year, will be given a prorated number of hours for every full pay period remaining in the current academic year during the first year of employment. The use of this time shall be by mutual agreement between the staff member, the immediate supervisor and the appropriate vice-president; use of such time shall not be unreasonably

withheld. These vacation days shall be taken during the class recess time, i.e., on the Friday after Thanksgiving, during the Christmas recess, the Spring recess and recess prior to Commencement Day.

<u>Years of Service</u>	<u>Up-Front Days</u>	<u>Days Subject to Accrual</u>	<u>Maximum # of days to begin academic year</u>
Not more than one (1) year	Up to 11	Up to 11	Up to 11
At least one (1) year but not more than twenty (20) years	11	11	22
20 years or more	15	11	26

Said staff members shall be compensated at the rate of eighty percent (80%) of the annual salary listed in Appendix A of this Agreement (Salaries).

Said staff members shall accrue sick leave at the rate of eighty percent (80%) of the yearly rate listed in Article IX of this Agreement (Sick Leave).

For Academic Year employees, sabbatical/study leaves shall be granted for a period of one (1) semester or one (1) academic year.

Academic year employees will receive written notification of their following years work schedule, including the actual starting and ending dates, from the Human Resources Department by May 1<sup>st</sup> of each year.

#### 17.8 **Part-time Employees**

Part-time employees shall receive a salary prorated to the number of hours worked, health benefits, if said employee works at least seventeen and one-half (17.5) hours per week and shall receive annual sick and personal leave on a prorated basis.

**ARTICLE XVIII**  
**POSTING OF NEW AND VACANT POSITIONS**

- 18.1 Notices of all new and vacant positions within the bargaining unit shall be posted on the CCRIPSA bulletin boards and on a central bulletin board in the Personnel Office for a period of ten (10) working days. Staff members applying for such vacancies shall make a request in writing to the appropriate authority as specified in the official job posting not later than five (5) days after the end of the posting period. Such postings shall include pay grade, duties, qualifications, responsibilities and the nature of funding (temporary, limited, permanent).
- 18.2 Notices of all other new and vacant positions under the jurisdiction of the Board of Governors received by the Personnel Office of the College shall be posted on a central bulletin board in the Personnel Office for the dates specified in the posting. Staff members applying for such vacancies shall make a request in writing to the appropriate authority in accordance with the time limit stated thereon. All employees within the bargaining unit who apply for a vacant or newly-created position shall be notified if they were not chosen for the position.
- 18.3 **Job Descriptions**
- The CCRIPSA and the Board recognize the official job descriptions which govern the responsibilities of CCRIPSA members. The Board or the Administration may not change the official job description of a position which is filled by a staff member in the bargaining unit without prior consultation with the member and the CCRIPSA.
- 18.4 When an employee within the bargaining unit applies for a new or vacant position within the bargaining unit, and he/she is determined by the Administration to be at least equally qualified to the best qualified applicant, then the employee shall be appointed to the position. Whenever there are equally qualified candidates for the positions in the bargaining unit,

the seniority of candidates in the bargaining unit shall be the determining factor in filling the position. This section is subject to the Affirmative Action Policy of the department, as well as applicable laws and regulations. Issues arising under this paragraph shall be subject to Article XV GRIEVANCE PROCEDURE, only up to 15.4, the level of the Commissioner. Members of the bargaining unit who apply for and who meet the qualifications for posted bargaining unit vacancies shall, if he/she requests, be given an interview with the search committee, if such interviews are conducted and as long as such is consistent with affirmative action and applicable laws and regulations.

## **ARTICLE XIX**

### **DISMISSALS, DEMOTIONS, SUSPENSIONS AND REPRIMANDS**

- A.           **Standards for Notice of Dismissal**
- 19.1          All staff members shall serve a probationary period of twelve (12) months. A probationary staff member may be dismissed with a written statement containing reasons for such dismissal.
- 19.2.a        A staff member who has served his/her probationary period may be dismissed only for just cause.
- 19.2.b        A staff member who has served his/her probationary period and as a result of his/her performance is deemed to be incompetent and/or inefficient shall be warned in writing that his/her performance is below expectation and advised that he/she has four (4) months to correct the deficiency. If said staff member fails to perform at an acceptable level after the four (4) month period, he/she may be dismissed.
- 19.2.c        A staff member who has served for two (2) or more years and as a result of his/her performance, is deemed to be incompetent and/or clearly inefficient shall be warned in writing that his/her performance is below expectation and advised that he/she has six (6) months to correct the deficiency. If said staff

member fails to perform at an acceptable level after the six (6) month period, he/she may be dismissed.

- 19.3 All cases of dismissal, excluding those concerning probationary employees, shall be subject to appeal through the grievance procedure and to arbitration. In the event that a staff member is dismissed under this section and the staff member appeals the action and his/her appeal is sustained, the arbitrator shall have the discretion to fashion an appropriate remedy up to and including the restoration of the employee to his/her former position with compensation at his/her regular rate of pay for any time lost during the period of dismissal.

B. **DEMOTIONS, SUSPENSIONS AND WRITTEN REPRIMANDS**

- 19.4 It is agreed that for just cause the Administration may demote, suspend, or issue a written reprimand to a staff member who has served his/her probationary period.
- 19.5 It is agreed that the Administration may demote or suspend a probationary staff member with a statement of reasons.
- 19.6 In the case of a demotion, the Administration shall give the staff member and the CCRIPSA written notice of its intention to effect the demotion not less than one (1) month before the date it is intended to become effective. Such written notice shall contain the reason(s) for which the demotion is to take place.
- 19.7 In the case of a suspension, the Administration shall notify the staff member and the CCRIPSA on or before the effective date of the suspension. Such notification shall be followed by a written statement within two (2) working days. Such written notice shall contain the reason(s) for which the suspension is to take place.
- 19.8 All cases of demotion, suspension and written reprimand shall be subject to appeal through the grievance procedure and to arbitration if the staff member and/or the CCRIPSA notifies the Administration

in writing that he/she has been unfairly treated and states the reason therefore.

- 19.9 In the event that a staff member is demoted or suspended under this section and the staff member appeals such action and his/her appeal is sustained, the arbitrator shall have the discretion to fashion an appropriate remedy up to and including the restoration of the employee to his/her former position with compensation at his/her regular rate of pay for any time lost during the period of demotion or suspension.
- 19.10 A staff member may be granted a demotion upon request when recommended by the appropriate supervisor and approved by the President or his designee.

## **ARTICLE XX**

### **ALTERATION OF AGREEMENT**

It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing and signed by both parties. 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 XXI**

### **NO STRIKES OR LOCKOUTS**

The Association and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Board lock out its employees during the term of this Agreement. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this Agreement.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

In the event that this Agreement or any part of it shall at any time be held to be contrary to law, void, or invalid by any court of competent and final jurisdiction or any administrative agency having final jurisdiction, the parties shall meet to renegotiate the items in question within two (2) weeks after such a ruling has been made.

**ARTICLE XXIII**  
**TERMINATION OF AGREEMENT**

This Agreement shall be effective as of the first of July, 2007, and shall remain in full force and effect until June 30, 2010. It shall be automatically renewed from year to year thereafter commencing the first of July, 2007, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

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

In Witness Whereof, the parties hereto have set their hands  
this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

For the Board of Governors  
for Higher Education:

For the CCRIPSA/NEARI/NEA:

\_\_\_\_\_  
Chairman, Board of Governors

\_\_\_\_\_  
President, CCRIPSA

\_\_\_\_\_  
President, Community College  
of Rhode Island

\_\_\_\_\_  
Assistant Executive Director  
NEARI/NEA

\_\_\_\_\_  
Commissioner for Higher  
Committee  
Education

\_\_\_\_\_  
Chairman, Bargaining

\_\_\_\_\_  
Director of Labor Relations

## **APPENDIX A**

### **SALARIES**

- A.1 It is agreed that all staff members covered by this Agreement shall receive a salary in accordance with the pay plan set forth herein.
- A.2 A staff member may be employed at salaries at or above - but not below - the minimum.
- A.3 **ALL ELIGIBLE EMPLOYEES**
- For the 2007-2008 fiscal year, all eligible employees shall receive a two and one-half percent (2.5%) across-the-board salary increase effective January 1, 2008.
- A.4 Pay grade minima will be increased by two and one-half percent (2.5%) and pay grade maxima by two and one-half percent (2.5%), effective January 1, 2008.
- A.5 For the 2008-2009 fiscal year, all eligible employees shall receive a two and one-half percent (2.5%) across-the-board salary increase effective at the beginning of the 2009 fiscal year on (July 1, 2008).
- A.6 Pay grade minima will be increased by two and one-half percent (2.5%) and pay grade maxima by two and one-half percent (2.5%), effective at the beginning of the 2009 fiscal year (on July 1, 2008).
- A.7 Eligible employees shall be those employees who are hired prior to January 1 of the fiscal year in which salary increases are to be paid. Employees hired after January 1 will be given a yearly increase of one and one-quarter percent (1.25%) for the 2009 fiscal year.
- A.8 For the 2009-2010 fiscal year, all eligible employees shall receive a three percent (3.0%) across-the-board salary increase effective at the beginning of the 2010 fiscal year on (July 1, 2009).

- A.9 Pay grade minima will be increased by three percent (3.0%) and pay grade maxima by three percent (3.0%), effective at the beginning of the 2010 fiscal year (on July 1, 2009).
- A.10 Eligible employees shall be those employees who are hired prior to January 1 of the fiscal year in which salary increases are to be paid. Employees hired after January 1 will be given a yearly increase of one and one half percent (1.5%) for the 2010 fiscal year.

## CCRIPSA SALARY SCHEDULE EFFECTIVE JANUARY 1, 2008

<u>CALENDAR YEAR</u>				<u>ACADEMIC YEAR</u>			
<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
01	17,667	23,797	29,924	01	14,134	19,038	23,939
02	19,091	25,682	32,277	02	15,273	20,547	25,821
03	20,594	27,700	34,808	03	16,476	22,161	27,847
04	22,165	29,956	37,748	04	17,733	23,966	30,199
05	23,983	32,402	40,824	05	19,186	25,921	32,659
06	25,788	34,982	44,172	06	20,631	27,985	35,339
07	27,839	37,777	47,716	07	22,273	30,222	38,172
08	30,003	40,872	51,743	08	24,002	32,698	41,395
09	32,437	44,192	55,942	09	25,949	35,352	44,754
10	34,894	47,741	60,587	10	27,917	38,193	48,468
11	37,686	51,562	65,435	11	30,148	41,249	52,348
12	40,612	55,797	70,980	12	32,490	44,637	56,784
13	43,831	60,219	76,606	13	35,064	48,175	61,285
14	47,188	65,094	82,999	14	37,750	52,076	66,398
15	50,976	70,303	89,627	15	40,780	56,242	71,701
16	54,932	76,087	97,236	16	43,946	60,869	77,789
17	59,152	82,228	105,305	17	47,322	65,781	84,244

## CCRIPSA SALARY SCHEDULE 2008-09

<u>CALENDAR YEAR</u>				<u>ACADEMIC YEAR</u>			
<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
01	18,109	24,392	30,672	01	14,487	19,514	24,537
02	19,568	26,324	33,084	02	15,655	21,061	26,467
03	21,109	28,393	35,678	03	16,888	22,715	28,543
04	22,719	30,705	38,692	04	18,176	24,565	30,954
05	24,583	33,212	41,845	05	19,666	26,569	33,475
06	26,433	35,857	45,276	06	21,147	28,685	36,222
07	28,535	38,721	48,909	07	22,830	30,978	39,126
08	30,753	41,894	53,037	08	24,602	33,515	42,430
09	33,248	45,297	57,341	09	26,598	36,236	45,873
10	35,766	48,935	62,102	10	28,615	39,148	49,680
11	38,628	52,851	67,071	11	30,902	42,280	53,657
12	41,627	57,192	72,755	12	33,302	45,753	58,204
13	44,927	61,724	78,521	13	35,941	49,379	62,817
14	48,368	66,721	85,074	14	38,694	53,378	68,058
15	52,250	72,061	91,868	15	41,800	57,648	73,494
16	56,305	77,989	99,667	16	45,045	62,391	79,734
17	60,631	84,284	107,938	17	48,505	67,426	86,350

## CCRIPSA SALARY SCHEDULE 2009-10

<u>CALENDAR YEAR</u>				<u>ACADEMIC YEAR</u>			
<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>	<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
<b>01</b>	18,652	25,124	31,592	<b>01</b>	14,922	20,099	25,273
<b>02</b>	20,155	27,114	34,077	<b>02</b>	16,125	21,693	27,261
<b>03</b>	21,742	29,245	36,748	<b>03</b>	17,395	23,396	29,399
<b>04</b>	23,401	31,626	39,853	<b>04</b>	18,721	25,302	31,883
<b>05</b>	25,320	34,208	43,100	<b>05</b>	20,256	27,366	34,479
<b>06</b>	27,226	36,933	46,634	<b>06</b>	21,781	29,546	37,309
<b>07</b>	29,391	39,883	50,376	<b>07</b>	23,515	31,907	40,300
<b>08</b>	31,676	43,151	54,628	<b>08</b>	25,340	34,520	43,703
<b>09</b>	34,245	46,656	59,061	<b>09</b>	27,396	37,323	47,249
<b>10</b>	36,839	50,403	63,965	<b>10</b>	29,473	40,322	51,170
<b>11</b>	39,787	54,437	69,083	<b>11</b>	31,829	43,548	55,267
<b>12</b>	42,876	58,908	74,938	<b>12</b>	34,301	47,126	59,950
<b>13</b>	46,275	63,576	80,877	<b>13</b>	37,019	50,860	64,702
<b>14</b>	49,819	68,723	87,626	<b>14</b>	39,855	54,979	70,100
<b>15</b>	53,818	74,223	94,624	<b>15</b>	43,054	59,377	75,699
<b>16</b>	57,994	80,329	102,657	<b>16</b>	46,396	64,263	82,126
<b>17</b>	62,450	86,813	111,176	<b>17</b>	49,960	69,449	88,941

**LETTER OF UNDERSTANDING #1  
BETWEEN THE CCRIPSA/NEARI/NEA  
AND THE  
BOARD OF GOVERNORS FOR HIGHER EDUCATION**

During the term of the 2007-2010 contract, the parties agree that there may be situations in which the position audit recommendation of the Personnel Department, described in Article X, Appeal Process, states that the bargaining unit member has been assigned significant and permanent responsibilities for an increased workload beyond his/her current job description, but which do not warrant a pay grade increase. For responsibilities to be deemed significant, the new duties must be considered essential duties, must collectively account for at least 20% of the employee's workload and must have required the acquisition of additional knowledge, skills, and abilities on the part of the employee. In such cases, the Director of Personnel may recommend to the appropriate Vice President a 4% increase to the staff member's annual base salary. The final decision regarding the granting of such an increase shall rest with the Vice President for Business Affairs and shall not be grievable.

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Board of Governors

\_\_\_\_\_  
CCRIPSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #2  
BETWEEN THE CCRIPSA/NEARI/NEA  
AND THE  
BOARD OF GOVERNORS FOR HIGHER EDUCATION**

For the term of the 2007-2010 contract, in order to recognize and reward members of the bargaining unit for outstanding performance, the Community College agrees to establish a special project bonus pool in the amount of \$23,184 for each year of the agreement. Members will be eligible to receive a one time, lump sum bonus, not accruing to their salary base, in the amounts listed below and paid out in the year for which the award is approved.

\$500.00

\$1000.00

The CCRIPSA member will develop and submit a project proposal to his/her department director/chairperson. The department director/chairperson and the divisional Vice President will review each proposal and determine those for which they recommend approval and those for which approval is not recommended. All of the recommendations will then be submitted for approval to a committee composed of the three divisional Vice Presidents or their designees and two (2) members of the CCRIPSA. At that time, the Committee will also assign one of the above bonus increment amounts to each approved proposal. Upon completion of the project as approved, the bargaining unit member will submit the appropriate documentation of that fact to the above Committee for final approval of a project bonus increment.

The submission of project proposals to the above Committee shall be no later than December 1 of each year of the contract. The Committee will make its decisions regarding initial approval of the projects by December 31 of each year of the current contract. Should there be an insufficient number of proposals submitted by the established deadline to ensure distribution of the entire sum of money available, late submissions may be considered. The project bonuses will be distributed prior to June 30<sup>th</sup> of each year of the Agreement. The decisions of the above committee concerning the approval of projects and the award of project bonuses shall not be grievable. Members of the bargaining unit supported by federal or other grant funds will

be eligible to receive the lump sum merit increase where federal or other grant funds are available. If funds are not available within College grant funds to support the lump sum merit increase, CCRIPSA members supported by federal or other grant funds shall still be eligible to receive the lump sum merit increase.

Each project must be submitted in writing by the above deadlines. A project should be designed to allow its completion by the last day of May of the fiscal year in which it was begun. Members should design projects which will accomplish a task or goal that is of benefit to the incumbent's department or to the College in general. The project cannot be one of the incumbent's normally assigned responsibilities. The time needed to work on the project is not subject to the Overtime or Leave clauses contained within the bargaining unit agreement.

This memorandum expires June 30, 2010.

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For the Community College  
of Rhode Island

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For the CCRI Professional  
Staff Association/NEARI

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Date

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Date

**LETTER OF UNDERSTANDING #3  
BETWEEN THE CCRIPSA/NEARI/NEA  
AND THE  
BOARD OF GOVERNORS FOR HIGHER EDUCATION**

During the term of this agreement, in the event a member of the bargaining unit is selected to fill a vacant promotional position, of a higher pay grade, as the result of a competitive search approved by the Affirmative Action Office, the starting salary shall be determined by the Vice President for Business Affairs, subject to the approval of the President. In no event will the salary increase be less than 5% above his/her current base rate or exceed the maximum of the higher pay grade.

\_\_\_\_\_  
Board of Governors

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CCRIPSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **MEMORANDUM OF AGREEMENT #4**

### **SICK LEAVE BANK**

A Sick Leave Bank Committee will be established to administer a Sick Leave Bank in cases of an employee's catastrophic illness or injury and make a determination for approved use of the Bank.

- The Committee will be composed of two (2) PSA members, two (2) administrators and a fifth member selected by the other four (4) members. The Committee shall establish rules and procedures used by employees who have contributed to the Sick Leave Bank. The decision of the Committee shall be final and shall not be subject to the grievance and arbitration provisions of the respective bargaining unit agreements.
- PSA members who want to participate may contribute a day at the beginning of each calendar year. Those who did not contribute may not access the bank. Donations not used by the end of the calendar year are rolled over to the next year, but that rollover shall not exceed a two (2) year accumulation of donations.
- If additional time is needed for a bank, only employees who have already donated that year may donate an additional day(s).
- Requests to use the bank accompanied by medical documentation (including diagnosis, prognosis and perceived length of disability) are reviewed and approved by the committee after ascertaining that (1) there has not been sick leave abuse by the employee; (s) the employee has exhausted all his/her accrued leave. Prior to approving access to a Sick Leave Bank, the Committee may require the employee to (1) permit a College-paid physician to contact the employee's physician to validate that the illness/injury meets the definition for eligibility; or (2) make and attend an appointment with a physician of the College's choosing at the College's expense.
- Access to the bank is limited to cases of an employee's catastrophic illness or injury. No requests will be considered for illness/injury of family members.
- The Committee may grant up to the number of hours from the sick leave bank that are needed by the employee either to return to work or to become eligible for coverage by the College's Total Disability Plan, i.e., 6 months of absence. When medically eligible, the employee is required to apply

for Total Disability benefits. Failure to apply for this coverage will cause immediate cessation of the Sick Leave Bank. Once disability is approved, access to the bank terminates. Under no circumstances will a Sick Leave Bank be extended for longer than 6 months (13 pay periods).

- No full or part-time work and simultaneous use of bank is allowed.
- No one may use a bank for a reoccurrence of an illness/injury.
- Once the Committee has approved a Sick Leave Bank, the employee shall, upon request by the Director of Personnel, provide periodic documentation from the attending physician of the employee's compliance with prescribed treatment. Failure to provide the required documentation and/or failure to comply with prescribed treatment will cause immediate revocation of access to the Sick Leave Bank.

For the Board of Governors  
for Higher Education:

For the CCRI PSA:

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **MEMORANDUM OF AGREEMENT #5**

### **OVERTIME**

#### Article VIII - Overtime

During the term of this agreement, those employees listed below whose current classifications are subject to the Fair Labor Standards Act will be grandfathered and receive time and one-half for hours worked in excess of the established work week as follows:

- Time and one-half will be paid for hours worked in excess of 35 hours per week for as long as the employee remains in his/her current classification in his/her current department.
- In the event the employee transfers, resigns, resigns and is subsequently rehired, or is promoted or upgraded to another classification subject to the Fair Labor Standards Act, he/she shall no longer be grandfathered and will receive overtime as described in Article 8, section 3.
- An employee subsequently hired into the department and classification of a previously grandfathered employee will not be eligible for the provisions of this clause.

#### **NAME**

#### **TITLE**

Bell, Terrie-Lynn	A-V Svcs Spec
Burrell, Robert	A-V Svcs Spec
Farrell, Christine	Accountant
Leroux, Jo-Ann	Adm Ast to Dean
Pecchia, Mary	Adm Ast to Dean
McDuff, Robin	Adm Ast to Dir
Giusti, William	Athl Equip Mgr
Green, William	Dept Mgr-Prov
Charbonneau, Ann	Dept Mgr-Textbk
Lambert, Jessica	Dept Mgr-Textbk
Phillips, Christopher	Lab Tech II
Stravato, Donna	Paraprofessional
Crowther, Ruth	Paraprofessional
Hinsey, James	Paraprofessional
Warner, Heidi	Paraprofessional
Mendes, Nancy	Sr. Staff Asst.
Dowty, Beverly	Staff Ast to Dean
Lovett, Jean	Staff Ast to Dean

Gomez, Yohanna	Staff Asst I
Brillon, Donna	Staff Asst II
Curtin, Stephanie	Staff Asst II
German, LaToya	Staff Asst II
Healey-Cohen, Marsha	Staff Asst II
Scott, Elaine	Staff Asst II
Stokes, Toni	Staff Asst II
Terilli, Bernadine	Staff Asst II
Campo, Melissa	Staff Ast to Dir

For the Board of Governors  
for Higher Education:

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Dated: \_\_\_\_\_

For the CCRI PSA:

\_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT #6**  
**RETIREE HEALTH INSURANCE**

Changes in retiree health insurance coverage will be effective July 1, 2008; the Pre-65 health insurance benefit will be eliminated, and the Post-65 Medicare supplemental coverage will still be available.

The employee contribution towards retiree health coverage shall be as follows:

1/1/08	- .5% of base salary
7/1/08	- .75% of base salary
7/1/09	- .9% of base salary

Eligible employees retiring before June 30, 2008 from active service with the BOG shall receive the same retiree health care insurance benefit that is currently offered to retiring ERS employees with the following cost sharing:

**Pre 65 Medical Coverage**

<b>Years of service</b>	<b>Age at Retirement</b>	<b>Employer's Share</b>	<b>Employee's Share</b>
10-15	60	50%	50%
16-22	60	70%	30%
23-27	60	80%	20%
28+	Any	90%	10%
28+	60	100%	0%
35+	Any	100%	0%

**Post 65 Medicare Supplemental Coverage**

<b>Years of Service</b>	<b>Employer's Share</b>	<b>Employee's Share</b>
10-15	50%	50%
16-19	70%	30%
20-27	90%	10%
28+	100%	0%

Stipulations for retirement after June 30, 2008:

Employees retiring after June 30, 2008, who are not yet 65 years of age will no longer be entitled to the Pre 65 Medical Coverage but may purchase health insurance coverage at the actual retiree premium rate for themselves and their spouses.

Employees retiring after June 30, 2008 who are at least 65 years of age shall receive the Post 65 Medicare supplemental coverage in accordance with the table above for Post 65 Medicare Supplement Coverage.

For the Board of Governors  
for Higher Education:

For the CCRI PSA:

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Dated: \_\_\_\_\_

Dated: \_\_\_\_\_