

CONTRACT BETWEEN

THE RHODE ISLAND Council for Post-Secondary
Education

And

THE RHODE ISLAND ASSOCIATION OF CERTIFIED
TEACHERS OF MOTOR VEHICLE SAFETY / NEARI

July 1,2015 -June 30, 2018

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AGREEMENT

Agreement made and entered into this 15th day of July, 2015, by and between the RHODE ISLAND COUNCIL FOR POST-SECONDARY EDUCATION, hereinafter referred to as the " Council" and the RHODE ISLAND ASSOCIATION OF CERTIFIED TEACHERS OF MOTOR VEHICLE SAFETY, affiliated with National Education Association Rhode Island, hereinafter referred to as the "Association".

PURPOSE

It is the purpose of this Agreement to carry out the policy of the State of Rhode Island and to encourage a harmonious and cooperative relationship between the Council and the Association (and to promote high morale and good personnel relations) in order to continue to maintain and improve the high standards of service to the people of the State of Rhode Island through a stabilized management-association relationship.

ARTICLE I

Recognition

The Council recognized the Association as the sole and exclusive representative of certified teachers of driver education as certified by the Rhode Island State Labor Relations Board on June 8, 1971. (Case No, EE-1951).

The payroll office shall deduct union dues or the service charge (same percentage of each) from the wages of all employees in the bargaining unit. The Controller's office shall forward promptly to the Treasurer of the Rhode Island Association of Certified Motor Vehicle Safety a check representing the amount so deducted.

ARTICLE II

Non-Discrimination Clause

The Council and the Association agree not to discriminate in any way against employees covered by this Agreement on the basis of age, color, sex, sexual orientation, gender identity or expression, race, national origin, or disability. The Association and the Council shall not discriminate against the employee in the administration of this Agreement because of membership or non-membership in the Association.

ARTICLE III

Agency Shop/Security Clause

Employees whose names appear on the Driver Education payroll list, shall as a condition of continued employment either (a) remain as dues paying members of the Association, (b) join and remain dues paying members of the Association or (c) pay the Association an amount equal to the annual membership dues. Within sixty (60) days of the date this Agreement, the Treasurer of the Association shall forward to the Program Director or his/her designee and the Director of Personnel the names of all employees within the bargaining unit who have not complied with (a), (b) or (c) above. The Program Director shall notify said employees that effective immediately their names shall be dropped from the eligibility/payroll list, and they shall no longer be eligible to teach Driver Education. Failure to comply with the above shall be considered just cause for removal from the payroll list.

ARTICLE IV

Wages

- A. Effective July 1, 2015 there shall be a 3% across the board salary increase.
- B. Effective July 1, 2016 there shall be a 3% across the board salary increase.
- C. Effective July 1, 2017 there shall be a 3% across the board salary increase.

ARTICLE V

Grievance Procedure

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of employees. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

1. The term "days" when used in this article shall mean calendar days, exclusive of weekends, vacations and holidays.
2. At all levels of a grievance, after it has been formally presented, the Association representative or her/his designee shall have the right to attend any meetings, hearing, appeals or other proceedings required to process the grievance.
3. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matters informally with any appropriate member of the administration, and having the grievance

adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.

B. DEFINITION

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

C. GENERAL PROCEDURES

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and, every effort should be made to expedite the process. However, nothing in this agreement shall be construed as compelling the Union to submit a grievance to arbitration.

There shall be a grievance procedure as follows:

LEVEL ONE:

A grievance shall be presented in writing by the aggrieved employee and/or by the Association within ten (10) days of the employee's and/or the Association's knowledge of the occurrence of such grievance.

A meeting shall be held between the aggrieved employee, the Association representative and the Program Director or his/her designated College Administrator to resolve the grievance.

The Program Director or his/her designated College Administrator will arrange a meeting within three (3) working days from the time the grievance is received by her/him, and she/he shall give the Association her/his answer in writing three (3) working days after such a meeting.

LEVEL TWO:

If the grievance is still not resolved according to Level One above, the Commissioner for Higher Education or her/his designee, upon written request within ten (10) days of the decision at Level One, shall grant an informal hearing to the aggrieved and/or the Association within fifteen (15) days of receipt of such request.

The Commissioner or her/his designee shall render a decision in writing within ten (10) days of the completion of the hearing process.

LEVEL THREE:

(1) If the grievance is not resolved within ten (10) working days of

completion of the presentation to the Commissioner at Level Two, the Association may submit the grievance to final and binding arbitration within ten (10) days after the disposition of the grievance at Level Two.

- (2) The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. The expenses of the arbitrator shall be borne equally by the parties.
- (3) Any grievance which is not presented within ten (10) days of the employee's and/or the Association knowledge of its occurrence or appealed to the next step or to arbitration within the time limits herein specified shall be deemed to have been waived.
- (4) Nothing herein contained will be construed as limiting the right to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.
- (5) All documents, communication and records, dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE VI

Working Conditions

- A. No class shall be cancelled, dismissed and/or rescheduled without the prior approval of the Program Director or his/her designated College Administrator except in emergency circumstances. Time lost as a result of cancellation and/or early dismissal shall be rescheduled. CCRI retains final authority and approval for all class schedules.

Failure to abide by the specifications in the above paragraph (Article VI A, first paragraph) regarding the cancellation, dismissal or rescheduling of classes will result in disciplinary action. The teacher must implement the substitute policy when he/she cannot make the scheduled class. In the event that a teacher cannot locate a substitute for an on-going class the schedule change will be approved and the instructor will notify the students. CCRI will cancel any class that does not fill 5 days before the posted starting date. Teachers are required to submit a request for a class a minimum of 40 days in advance of the starting date.

Teachers shall provide CCRI with their class offerings a minimum of thirty-five (35) days prior to the date for commencement of said class(es). Posting of the scheduled classes on the CCRI website shall be a minimum of thirty (30) days prior to the commencement of classes.

By mutual agreement, the enrollment period may be extended. Agreement shall not be unreasonably withheld.

Classes scheduled at CCRI shall be exempt from this provision.

B. The Council will solicit the cooperation of the Association regarding any structural changes in the curriculum guidelines.

C. 1. All registration will be conducted by CCRI.

2. Each teaching session will consist of three (3) hours of instruction, where possible. Any modification of this schedule must be approved by the Program Director or his/her designated College Administrator.

3. Each new course shall have an enrollment of not less than twenty-seven (27) students nor more than thirty (30) except with the prior approval and authorization of the Program Director or his/her designated College Administrator and teacher.

No course shall be less than thirty-three (33) hours of instruction.

4. Classes that are comprised exclusively of special needs students shall be in compliance with the RI Department of Education enrollment regulations.

5. On a monthly basis, the union president shall be provided with a list of classes taught.

This list shall include, but not be limited to, instructor; number of students; dates: first and last day of classes. In addition, the Association shall receive a list of all make up classes with the same data provided.

6. Makeup Classes shall:

- a. Be posted for bidding;
- b. Be scheduled at CCRI on a regular basis; said makeup classes shall be scheduled as needed;
- c. Meet the needs of each student required to take said class(es);

7. First Class Absences shall be an issue that the Program Director and Association President shall review within sixty (60) days of the execution of this Agreement. Students are required to attend the first scheduled class. If a student misses the first class, the instructor must notify the Program Director by email or phone so that the student can be rescheduled to another class. Students will be informed when registering of these procedures. Should the student appear at the second class, instructors must inform the student of this policy and refer the student to CCRI administration.

8. The college agrees to mail completion certificates to the assigned instructor at his or her official address (which is on file in the CCRI Human Resources department). Certificates will be mailed in a timely fashion. Teachers must report any and all certificate information changes to the DE office immediately. Should mailed certificates not arrive at the teacher's home, the teachers must notify CCRI. Copies of new certificates must be picked up at CCRI by the teacher.

9. The Union President shall be provided a list of:

- a. all postings;
- b. a list of all members who have bid for each posting;
- c. the name of the individual who is assigned to teach each posting.

D. 1. It shall be the policy of the Council to equalize the assignment of courses to teachers consistent with past performance and availability to the extent practicable and desirable, taking into consideration enrollment statistics and the best interests of the program.

Subject to the above policy, teachers with building seniority shall be given first preference for teaching two (2) courses per fiscal year in that building.

When new locations for classes are added, management shall so advise the Union President at least ten working days in advance of the scheduled starting date for the class and provide an opportunity for comment.

2. a.) Seniority is based on length of continuous service in a building(s). Maintenance of "continuous service in a building(s)" shall require teaching at least two (2) courses during each state fiscal year (July 1 through June 30) in a particular building as well as teaching a total of four (4) courses all of which start within the same fiscal year. Any interruption in continuous service which is:

- (1) requested in writing by the instructor and
- (2) approved in writing by the Program Director or his/her designated College Administrator

shall not result in a break in seniority. If a bargaining unit member does not apply to teach two courses in their building and two others in the a calendar year they lose their building seniority. If a bargaining unit member loses his/her teaching site they must wait 12 months before they can bid on the same site again.

b.) With the introduction of any new building, other than CCRI campuses, or a vacancy in an existing building and/or when the teacher with building seniority notifies the Program Director or his/her designated College Administrator in writing of retirement or separation from service, an e-mail notification shall be sent to all teachers who will have the opportunity to bid on the assignment within seven (7) calendar days of the posting notice.

The teacher with the greatest overall program seniority (i.e. date of hire) shall be awarded the position.

c.) For classes scheduled at any of the CCRI campuses, the Administration shall notify instructors, via e-mail, as far in advance as possible. Instructors will have five (5) days from the initial notification to respond.

The Administration will choose the most senior from among those instructors who indicate interest in teaching the class.

In the event no instructor desires to teach the class, the Administration shall schedule the class pursuant to Section D.5 of this Article.

In the event that more than one (1) member of the bargaining unit bids on classes at the CCRI campuses, the most senior employee will be limited to 8 classes per calendar year unless no other member bids on said class(es). In that event, the most senior member shall be eligible to bid on that class.

d.) The President, Vice-President, Secretary and Treasurer of the Association shall maintain seniority without the requirement to teach a certain number of classes per year.

The officers will make themselves available to the Program Director or his/her designated College Administrator to assist in resolving contract administration issues.

3. Teachers hired after July 1, 1985 may declare seniority in only one building inclusive of summer sessions.

Teachers hired prior to July 1, 1985 may declare seniority in up to two (2) building inclusive of summer sessions.

4. The Program Director or his/her designated College Administrator shall provide the Association President with a copy of the building seniority list within ninety (90) days after the beginning of each fiscal year for that fiscal year.

Subsequent to the initial building seniority list, any changes in the building seniority list shall also be provided to the Association President within ninety (90) days after the beginning of that fiscal year when the changes occurred.

All paperwork from instructors necessary for the establishment of the seniority list shall be provided by said instructors to the Program Director or his/her designated College Administrator by August 15th. In the absence of such seniority list, the previous year's list shall be in effect.

5. In the event that there is no coverage in an area, the Program Director or his/her designated College Administrator shall assign an instructor from a group consisting of twenty-five percent (25%) of the driver education teachers who have the least program seniority on the driver education seniority list.

6. Notice of any vacancies in positions of Instructor of Driver Education at institutions of higher education shall be provided to the Association for distribution to all bargaining unit members.

The notice shall include the qualifications sought for the position and the compensation for teaching the course.

7. New sites for the instruction of driver's education, other than the CCRI campuses, may be introduced when the demand for same exists.

Before any new site is introduced, the Program Director or his/her designated College Administrator will meet with the Association President (or his/her designee).

The purpose of the meeting(s) will be to discuss the need for such new site and the impact, if any, of the new site on existing sites and instructors.

All new sites for teaching will have the necessary technology and space to accommodate the implementation of the curriculum approved by the Council and meet the specifications outlined in C(3) of the Article.

Any new location for class will not be approved and added unless the location meets both elements of the specifications described in section C(3) of this Article that refer to enrollment.

E. 1. Each employee hired after March 1, 1998 shall serve in a probationary capacity until said employee has taught her/his first three (3) full courses. An employee dismissed during or at the end of the probationary period may be dismissed with a statement of reasons, and the dismissal of a probationary employee shall not be grievable.

2. Evaluation

- a. All evaluations of teachers in the Driver Education program will be made by the Program Director.
- b. All evaluations will be done with the knowledge of the teacher and reasonable advance notice shall be given, when possible, at least one (1) week prior to evaluation.
- c. Teachers shall be given a written copy of any and all evaluation. Said teachers shall have the right to submit written comments in response to such evaluation.

These teacher's comments shall be attached to such evaluation.

- d. The Program Director or his/her designated College Administrator shall be free to visit any class session at any time.

3. No teacher shall be disciplined, discharged, or suspended without just cause.

4. a. If the Council has reason to reprimand a teacher, the Council shall do so in private and not in the presence of other teachers, staff members and/or students.

b. Except with respect to conduct involving moral turpitude, gross insubordination, and abuse or mistreatment of students, oral and written reprimands shall be removed from an employee's personnel file eighteen (18) months after the discipline is taken, and shall not thereafter be used against said employee provided that there has been no other disciplinary action taken against said employee within the eighteen (18) month period.

c. Where appropriate, disciplinary action or measures shall include only the following (not necessarily progressive):

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

5. Each teacher shall have the right to view, within one (1) working day, the contents of his/her personnel file upon reasonable request.

A union representative, with the written permission of the teacher, shall also be accorded an opportunity to review the contents of said teacher's personnel file.

6. a.) All members of the bargaining unit agree to become familiar with and adhere to administrative regulations promulgated by the Council on Post-Secondary Education pertaining to the Driver Education program.

Such administrative regulations shall not limit, modify, or contradict the provisions of this Agreement.

Repeated failure to adhere to administrative regulations will result in disciplinary action as described in Section VI.E4c of this Article.

b.) Each newly hired teacher shall be mentored by a resource teacher, who shall orient the teacher to the program for at least one (1) or as many as three (3) of the teacher's first teaching sessions, by agreement between the teacher and the mentor.

Any disagreements between the teacher and mentor shall be resolved by the Program Director or his/her designated College Administrator.

Mentors shall be paid at the hourly rate (the rate per course divided by thirty-three hours) for their efforts, and the opportunity to serve as a mentor shall be posted annually at the beginning of the year, with a list of the qualifications sought by the Council for the position. Among interested candidates, the Council shall choose the most senior and qualified for the position(s).

7. All members of the bargaining unit shall be required to attend:

a. One (1) in-service education program offered during the fiscal year by the Association and CCRI. (NOTE: To receive credit for this program, members must attend the entire day's program. In addition, members must sign-in and sign-out on the appropriate form provided for said session.)

1) Said program shall be for the duration of eight (8) hours (normally 8:00 A.M. -4:00 P.M.) according to the schedule outlined in Appendix A.

Appendix A:

8AM - 9AM: Union Meeting General Session Lunch

9AM - 12PM: Breakout Sessions

12PM -1PM:

1PM - 4PM:

2)The parties, by mutual agreement, may alter said schedule.

3) The Program Director or his/her designated College Administrator and the Association President will mutually plan and execute the in-service program, including the topics for the in-service education sessions.

OR:

Members shall have the option to attend the New England Traffic Safety Education Association (NETSEA) Conference, which is a two (2) day conference and workshops.

Failure to meet this requirement will result in suspension for a period of six (6) months immediately upon completion of any course in progress that is being taught by said teacher.

Members who have a legitimate reason for being absent for said in-service program, e.g., emergency or unanticipated situations, may provide the Program Director with the appropriate documentation to verify the reason for said absence.

The Program Director or his/her designated College Administrator shall, on a case-by-case basis, excuse members who have a legitimate reason for said absence.

The Program Director or his/her designated College Administrator's decision shall be subject to the provisions of Article V, Grievance Procedure.

C. A bargaining unit member must bid on a 33 hour teaching assignment within 12 months of the first posted class assignment bid after the annual meeting outlined in Article 6E Section 7A to maintain their status on the seniority list. If a member fails to bid on a teaching assignment in the 12 month period the employer will send written notice to the affected bargaining unit member alerting them that their removal from the seniority list will be effective 30 days from the date of the letter. Written notice will be vial email and regular mail.

8. Teachers shall be supplied the resources necessary to teach.

9. Insurance Coverage: Coverage shall be that which is provided by the insurance policies of the Council on Post-Secondary Education.

10. Grades:

Instructors must submit final grades into the college's electronic student information system no later than the third working day subsequent to the final class.

Instructors will also submit all pertinent class data, including but not limited to make-up indicators, notes on no-shows, incompletes, and behavior issues electronically on the 'class notes' form or other form provided by the college administration no later than 3 days subsequent to the final class.

ARTICLE VII

No Strikes or Lockouts

The Association and its members will not cause or sanction any strikes, work stoppage, or slowdown against the Council, or will the Council lockout its employees during the term of this Agreement.

ARTICLE VIII

Leave of Absence

A leave of absence without pay of up to one (1) year will be granted. Employees who are seeking said leave shall notify, in writing, the Program Director and the Association President, a minimum of thirty (30) days prior to the commencement of said leave. During said leave, the employee shall continue to accrue his/her seniority. If at the end of the one year leave of absence the employee does not return from the leave he/she will be terminated and will forfeit any and all seniority earned. The administration will notify the employee on leave by letter 30 days prior to the end of the one year leave.

ARTICLE IX

Duration of Agreement


- A. This Agreement shall be effective as of the 1st day of July, 2015 and shall remain in full force and effect until the 30th day of June, 2018. It shall be automatically renewed from year to year thereafter commencing the 1st day of July, 2018 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 a, 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 and until a new Agreement is executed.


- B. 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.

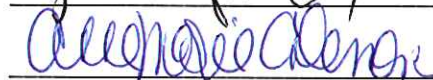
- C. In witness whereof, the parties hereto have set their hands on the ²⁷ day of April 2016.

FOR THE Council on Post-Secondary Education


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FOR THE RHODE ISLAND ASSOCIATION OF CERTIFIED TEACHERS OF MOTOR VEHICLE SAFETY/NEARI





NEARI
PRESIDENT
} 5/12/16

