

TENTATIVE AGREEMENT
BETWEEN

THE RHODE ISLAND COUNCIL ON
POSTSECONDARY EDUCATION

AND

THE COMMUNITY COLLEGE OF RHODE ISLAND
PROFESSIONAL STAFF ASSOCIATION
CCRIPSA/NEARI/NEA

EFFECTIVE

JULY 1, ~~2018~~ **ADD: 2022** THROUGH JUNE 30, ~~2021~~ **ADD**
2025

ARTICLE VII
SENIORITY AND LAYOFFS

e. If there are no available vacancies, 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, ***ADD: provided that the position is primarily funded by unrestricted funds (not grant, third party or auxiliary funds)*** and 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.

ARTICLE II
NON-DISCRIMINATION

Article 2.1 Change language to remove his/her and replace with they/their

ARTICLE IX
LEAVES

9.1 Sick Leave
A.

[MAX PAYOUT] EXAMPLE			
HOURS ACCRUED BETWEEN:	FORMULA	ENTITLED HOURS	
000 – 389	$00\% \times (389 - 000) =$	000	
390 – 630	$50\% \times (630 - 390) =$	120	
631 – 875	$75\% \times (875 - 631) =$	183	
TOTAL HOURS PAYOUT:		303 x Rate of Pay = \$____	

9.5 Parental Leave

A. Staff members with one or more years of service shall be granted six (6) weeks of paid parental leave at the birth of a child or the placement of an adopted child twelve (12) years or less. Staff members should provide at least one month's notice prior to the start of the leave, whenever possible.

B. When additional time is needed beyond the six (6) weeks because of medical reasons that time may be charged to sick leave, with proper medical documentation.

C. A staff member may apply for an unpaid leave of absence for up to six (6) months following the birth or placement of a child. Such leave of absence may be renewed with the approval of the Director of Human Resources, but the total leave (paid and unpaid) shall not exceed one year.

9.6 Maternity Leave

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

medical documentation.

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.

ARTICLE X
UPGRADE AND APPEAL PROCESS

10.1 Any employee **ADD: who has completed their probationary period and** who claims that his/her job description or job duties have been changed, or that he/she has undertaken additional job responsibilities, or his/her situation is unique so as to constitute an inequity with the member's present grade shall have the right to appeal for a grade change as follows:

ARTICLE XI
COMMITTEES

11.1 It is hereby agreed that a representative appointed by the President of the Association shall be included on all search and screening committees for any Senior Leadership Team Positions, including **ADD: but not limited** to Vice President, Associate Vice President, Chief Financial Officer, and Chief Information Office.

11.9 Student Employees are not part of the bargaining unit. The parties agree that the primary function of student employees is to assist college employees and are not to supervise nor direct bargaining unit members. Student employees may assist with performing work regularly performed by bargaining unit members, under the supervision of a college employee, but may not be employed with the purpose nor effect of displacing bargaining unit members.

ARTICLE XVIII
POSTING OF NEW AND VACANT POSITIONS

18.1 All new and vacant positions within the bargaining unit shall be posted on the college website for a period of ten (10) working days. ~~Staff members must apply no later than five (5) days after the end of the posting period.~~ Such postings shall include pay grade, duties, qualifications, and the nature of funding (temporary, limited, permanent) **ADD: and source.**

ADD: 18.1a The Director of Human Resources or designee will provide the CCRIPSA President with information regarding the status of all new/vacant positions not filled permanently six months after the posting.

18.1 All new and vacant positions within the bargaining unit shall be posted on the college website for a period of ten (10) working days. **ADD: The college may**

appoint a bargaining unit member to a position as an interim in accordance with article 17.6 herein until such time a search is concluded, and the position is filled
~~Staff members must apply no later than five (5) days after the end of the posting period. Such postings shall include pay grade, duties, qualifications, and the nature of funding (temporary, limited, or permanent).~~

ARTICLE XIX
DISMISSALS, DEMOTIONS, SUSPENSIONS AND REPRIMANDS

A. Standards of Dismissal

19.2 B **ADD: When** a staff member who has served THEIR his/her probationary period and, as a result of his/her performance, is deemed to be incompetent and/or inefficient, **ADD: the parties agree that, where appropriate, it is good practice that if an employee is not meeting performance expectation in one or more areas, the supervisor, as a first step to address the performance shortfall(s), should conduct a counseling meeting with the employee. The discussion should clearly identify the specific performance deficiencies as well as specific steps to remedy the identified performance shortfall (s). ~~The overall objective of the coaching and counseling session is to provide the employee with a clear understanding of the performance shortfall (s).~~ The overall objective of the coaching and counseling session is to provide the employee with a clear understanding of the performance shortfall (s) and specific actions needed to correct the performance prior to the commencement of formal written discipline ADD: progressive discipline.**

~~19.2.C A staff member who has served for two (2) or more years and as a result of her/his performance, is deemed to be incompetent and/or clearly inefficient shall be warned in writing that her/his performance is below expectation and advised that s/he 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, s/he may be dismissed.~~

ADD: 19.2.C The supervisor shall document the counseling including an outline of the performance shortfall(s) as well as the steps the employee must take to remedy said performance shortfall(s). This documentation will serve as a record of the informal counseling session ADD: and will be sent to the employee via email but will not be placed in the employee's personnel file.

ADD: 19.2.D The counseling discussion will not apply in circumstances that are determined to be egregious violations of college policy that warrant immediate corrective action.

ADD: 19.2.E If the employee's identified performance shortfall(s) have not been corrected as outlined in the counseling documentation, a written performance improvement plan ~~letter of reprimand~~ shall be issued.

ADD: 19.2.E-ADD: F *If it should become necessary to issue a written performance plan to address performance deficiencies, it shall be done in a manner to clearly and objectively advise employee of said deficiencies as well as actions the employee must take to immediately remedy the performance shortfalls. This will be delivered in a formal Performance Improvement Plan (PIP). Performance Improvement Plans will be issued in conjunction with the Director of Human Resources or designee ADD: and the Association President or designee. The Performance Improvement Plan (PIP) shall contain the following sections:*

- I. The problem area(s) which need to be addressed.*
- II. Supporting Examples of problem area(s)*
- III. Performance Expectations*
- IV. Timeframe to correct performance deficiencies*

Once a Performance Improvement Plan (PIP) is presented to an employee, the supervisor and the employee shall meet regularly to ensure that performance expectations are achieved. If said staff member fails to perform at an acceptable level after the six (6) month period, s/he may be dismissed.

ADD: 19.2.G *If the employee is unable or unwilling to meet the performance standards set forth in the Performance Improvement Plan within the applicable timeframe, they may be dismissed pursuant to this Article XIX.*

(B) DEMOTIONS, SUSPENSIONS AND WRITTEN

- 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 her/his 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 affect 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 s/he has been unfairly treated and states the reason therefore.
- 19.9 In the event that a staff member is issued demoted or suspended under this section and the staff member appeals such action and her/his appeal is sustained, the arbitrator shall have the discretion to fashion an appropriate remedy up to and including the restoration of the employee to her/his former position with compensation at her/his 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 her/his designee.

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.

July 2022 2.5% ATB salary increase (retroactive)
July 2023 2.5% ATB salary increase
July 2024 2.5% ATB salary increase

AND

The attached CCRIPSA Merit Bonus Program FY23 -FY24

MOA #5
Employee List

Update employee list in MOA #5.

 9/19/22

 9/19/22

For the Council on Postsecondary Education

Jude Tomasino, CCRIPSA President For CCRI/PSA

CCRIPSA Merit Bonus Program FY23 -FY24

In order to recognize and reward members of the PSA bargaining unit for their consistent and dedicated performance, the College agrees to establish a procedure for awarding lump sum merit bonuses.

Members of the CCRIPSA bargaining unit who have completed their probationary period will be eligible for lump sum merit bonuses in the amounts of

\$1000.00 for a FY 23 performance evaluation that the Employee achieves a "3" in 9 out of the eleven categories.

\$1250.00 for a FY 24 performance evaluation that the Employee achieves a "3" in 9 out of the eleven categories.

Evaluations and recommendations will be completed no later than July 31 of each fiscal year and will be awarded in August of the following fiscal year.

The decisions of the respective Vice Presidents regarding the awarding of the merit bonuses shall not be grievable.

This Memorandum of Agreement shall be valid only for FY 23 and FY 24.

Coren Medee Demos

For the Council on Postsecondary Education

9/19/2022

Jude Tomasino, 9/19/22

Jude Tomasino, CCRIPSA President For CCRI/PSA