

Tentative Agreement
Between
Rhode Island Council on Post-Secondary Education
And
CCRI Part-Time Faculty Association/NEARI

The terms and conditions of the collective bargaining agreement between the parties, subject to ratification by the Union and the Employer, will be modified as follows:

1. Duration: Modify Article 17 to reflect a three-year contract effective September 1, 2018 through August 31, 2021.
2. Modify Appendix B:

January 1, 2019 - \$82.00 per contact hour
September 1, 2019 - \$85.00 per contact hour
September 1, 2020 - \$88.00 per contact hour
3. Article I – Recognition
1.1 – Eliminate “who have satisfactorily completed six (6) faculty load hours within two calendar years”.
4. New Article 8.3
“New part-time faculty will serve a probationary period of two semesters of teaching. Probationary employees may be dismissed with a written statement of reasons at any time during the probationary period. Dismissal during the probationary period shall not be grievable.
5. Article 10.3 - Seniority
Retired tenure track faculty shall automatically be included in the bargaining unit based upon prior college service, and shall be afforded seniority credit of five (5) contact hours per year of service up to a maximum of 50 credit hours upon inclusion in the bargaining unit.
6. Article 11.3. a – Course Assignments
Add “following the announcement of Fall, J-term, Spring and Summer Schedule.”

7. 8.6 (New) Article XI – Course Assignments

“If the course assignment is cancelled during the first week of class the part-time faculty member shall be paid a stipend of \$100.00. The maximum cancellation fees per semester shall not exceed \$10,000 for the entire bargaining unit.

8. The President of the CCRI Part-time Faculty Association and the Vice President for Academic Affairs agree to draft and distribute a memo concerning the procedures for the assignment of courses to all department chairs, deans and members of the bargaining unit subsequent to the ratification of the new Agreement by both parties.

9. Modify Article 9, Grievance Procedure, to reflect the following:

9.1 Purpose

It is the declared objective of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO and the Council to encourage the prompt and informal resolution of grievances of part time faculty members as they arise and to promote recourse to orderly procedures for the satisfactory adjustment of grievances.

9.2 Definitions

For the purpose of this Agreement the term “grievance” means any difference or dispute between the Council and the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement that shall be presented in writing.

9.3 Procedure for Handling Grievances

- a. For the purpose of handling grievances, working days during the Christmas recess and Spring recess shall not be used to compute the time limitations contained in this Article.
- b. For the purpose of this Agreement the terms aggrieved and grievant shall include an individual or a group of employees represented by the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO, or the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO on its own behalf.

- c. The aggrieved may file his/her written grievance with the appropriate department chair, or with the comparable supervisor, not later than twenty-one (21) calendar days following the grievant's knowledge of the act, event, or commencement of the condition which is the basis of the grievance.
- d. College Level – Step 1. The President or his/her designee shall meet within seven (7) days of its receipt of the grievance, with the grievant and a CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO representative(s) to discuss the grievance. The President shall issue his/her decision, setting forth the reasons thereof in writing to the grievant and to the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO President or his/her designee no later than five (5) working days after having heard the grievance.
- e. Council for Postsecondary Education Level – Step 2. If the grievance is not satisfactorily resolved through Step 2, the grievant or the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO may submit the grievance in writing to the Commissioner within ten (10) working days following completion of Step 1. A copy of all materials which came forth in the grievance procedure to that level shall be enclosed. Within ten (10) working days of the receipt of the grievance, the Commissioner or his/her designee shall hold an informal hearing with the grievant and a CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO Representative(s). The Commissioner or his/her designee shall communicate his/her decision in writing to the aggrieved employee, the appropriate dean, the President, and the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO President within fifteen (15) working days of his/her receipt of the grievance.
- f. Arbitration – Step 4. If a grievance is not settled at Step 2, such grievance shall only at the request of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO or the Council be referred to the Labor Relations Connection in accordance with its rules then obtaining.

All submissions to arbitration must be made within thirty (30) calendar days after the grievance procedure decision at Step 2 above.

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

Only grievances arising out of the provisions of the Agreement relating to the application or interpretation thereof may be submitted to arbitration.

The arbitration proceedings shall be private and only parties of interest shall be allowed to attend the proceedings unless mutually agreed to otherwise by the parties.

9.4 General Provisions

- a. No reprisals of any kind shall be taken by either party or any agent thereof against any party in interest, any witnesses, any member of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
- b. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made by both parties to this Agreement to expedite the process. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.
- c. In the event that a grievance occurs from the action of a department chair, or the President, the grievance procedure contained herein shall commence at the point of origin.
- d. The Council agrees to make available to the aggrieved and/or his/her representative all data relevant to the grievance not privileged under the law which is within the possession of the Council, except the confidential information obtained in the initial employment of the employee.
- e. The College shall not be required to compile information and statistics which are not already compiled in that form unless mutually agreeable.

9.5 Rights of Grievant, the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO and the Council

The grievant, the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO, and the Council, or its designated representative(s) shall have the following rights:

- a. To be present at the hearing(s).
- b. To hear testimony given.
- c. To give testimony in his/her (their) behalf.

- d. To call upon others to give testimony in his/her (their) behalf.
- e. To question, either personally or through counsel of his/her (their) representative, any person giving testimony.

For the Union:

[Handwritten Signature]
Date: 10/3/18

For the Employer:

[Handwritten Signature]
Date: 10/1/18

Memorandum of Understanding

between the
RI Council on Postsecondary Education

and the

CCRI Part-time Faculty Association/NEARI

October 15, 2020

This Memorandum of Understanding includes all current agreements made between the RI Council on Postsecondary Education and the CCRI Part-time Faculty Association/NEARI pursuant to the COVID-19 emergency of 2020. All other provisions of the collective bargaining agreement (hereinafter, the Agreement) shall remain in full force and effect unless and until they are modified by mutual agreement.

1. Length of agreement.

A. The Agreement of September 1, 2018 to August 31, 2021 shall be extended

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to August 31, 2022.

2. Salaries and compensation - Article X.

A. In modification of the 2018-21 collective bargaining agreement each part-time faculty member's salary will be \$85 per hour on September 1, 2020 and \$88 per hour on September 1, 2021.

3. Seniority - Article XII.

A. Amend the language in Article 11.6 from: "subject to the provisions in Appendix A" to "subject to the approval of the Vice President of Academic Affairs."

B. The parties agree to terminate Appendix A of the collective bargaining agreement upon the ratification of the contract extension by both parties and to modify Article 11.6 as stated above.

4. Part-time faculty teaching in the Fall 2020 who received the first payment in September 2020 at a rate of \$88 per hour will have an off set in the third and fourth payments and

will be paid at the of \$83.50 per hour. All subsequent payments for the remainder of the Fall semester and the Spring semester 2021 will be paid at the rate of \$85 per hour.

For the Union:

Zdenko Juskov

President CCRI-PTFA

Title

Date: 10/20/20

For the Council:

Anne Marie Coleman

Anne Marie Coleman

Director, Labor Relations

Title

Date: 10/20/2020

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