

CONTRACT
BETWEEN

THE

RHODE ISLAND COUNCIL ON
POSTSECONDARY EDUCATION

AND THE

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

EFFECTIVE

JULY 1, 2022 THROUGH JUNE 30, 2025

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	Recognition	1
II.	Non-Discrimination	2
III.	Management Rights	2
IV.	Dues Deduction-Agency Shop	3
V.	Rights of the Association	4
VI.	Fringe Benefits	6
VII.	Seniority and Layoffs	20
VIII.	Overtime	26
IX.	Leaves	28
X.	Upgrade and Appeal Process	38
XI.	Committees	41
XII.	Health and Safety	41
XIII.	Transfers	41
XIV.	Personnel Files	42
XV.	Grievance Procedure	43
XVI.	Evaluation	46
XVII.	Working Conditions	46
XVIII.	Posting of New and Vacant Positions	49
XIX.	Dismissals, Demotions, Suspensions and Reprimands.	51
XX.	Alteration of Agreement	54
XXI.	No Strikes or Lockouts	54
XXII.	Savings Clause	54
XXIII.	Termination of Agreement	54
	Appendix A Salaries	56
	Letter of Understanding #2	60
	Letter of Understanding #3	62
	Memorandum of Agreement #4 - Sick Leave Bank	63
	Memorandum of Agreement #5 - Overtime	65

Memorandum of Agreement #6 - Retiree Health Insurance 66
CCRIPSA Merit Bonus Program FY23 - FY24 68

In this Agreement entered into on the 1st day of July, 2022 between the Rhode Island Council on Postsecondary 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 Council on Postsecondary Education and to encourage a more cooperative, productive and professional relationship between the Council and the Community College of Rhode Island Professional Staff Association.

ARTICLE I RECOGNITION

- 1.1 The Council on Postsecondary Education 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 "Council" shall mean the Council on Postsecondary Education, 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 Council 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 so as to apply to all employees regardless of gender identity.
- 2.2 The Association and the Council 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 Council 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, color, national origin, sex, sexual orientation, gender identity or expression, age, marital status, physical handicap or political affiliation.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Association recognizes that the Council, the Commissioner of Postsecondary 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 Council and its Chair and their duly designated representative. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Council or any agent thereof.

ARTICLE IV DUES DEDUCTION

- 4.1 Membership in any employee organization may be determined by each individual employee. Members of the Union shall pay dues, fees, and assessments as determined by the Union.
- 4.2 The Employer's Controller/Payroll Office shall, upon certification of the exclusive organization, deduct bi-weekly from said employee's salary said amount and remit the same to the treasurer or designee of the exclusive bargaining organization. The Employer shall not deduct dues, fees, or assessments for membership in any other Union.
- 4.3 The Employer recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Employer agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.
- 4.4 The appointing authority shall give written notice to the Treasurer and President of the Union of all new employees within the bargaining unit who become eligible for membership in the local. Said notice shall be given monthly and shall include the employee's name, address, position, campus, salary, and, date of hire.
- 4.5 The Employer will discontinue such deductions if notified by the Association in writing. In the event the Employer receives such notification by an employee, it shall refer the employee to the Association. The Association is fully responsible for any objection by an

employee regarding their dues, fees, and assessments deduction.

4.6 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the Union's representation that its dues, fees, and assessments have been lawfully increased and in accordance with the Union's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.

4.7 The Employer agrees that it shall forward twice each year to the National Education Association Rhode Island and the local (CCRIPSA) the list of bargaining unit members for the local union. The first list shall be forwarded no later than ten days following January 30 and the second list shall be forwarded no later than ten days following September 30, during each year of this Agreement.

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 Council 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 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 Council/Administration with a written list of its officers upon their election and shall notify the Council/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 they may have under the General Laws of the State of Rhode Island or other applicable laws.
- 5.5 The Council 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 Council on Postsecondary Education 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.
- 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 they desire not to be insured.

6.3 Disability Insurance

All full-time staff members who are members of TIAA, 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 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 Finance and Strategy to attend professional meetings and conferences, the Council 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 2018-2021 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.

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.

Effective January 1, 2019, the State shall offer three

plan designs called Anchor Plus Plan, Anchor Plan and Anchor Choice with HSA Plan. These plan designs shall include the following components:

- A Medical Necessity program
- A PCP Coordination of Care program
- A Place of Service Tiering for Imaging Services program
- A Cancer Support program
- Bariatric Resource Services

A. Anchor Plus Plan

In Network Deductible *	\$500 \$1,000 family
In Network Out of Pocket Max **	\$1,000 \$2,000 family
Out of Network Deductible	\$1,000 \$2,000 family
Out of Network Out of Pocket Max	\$5,000 \$10,000 family
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

* The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible has been met.

** The in-network out-of-pocket maximum is a combined out-of-pocket maximum with pharmacy out-of-pocket maximum.

The following in-network copays shall be in effect for the Anchor Plus Plan:

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15 copay;

- (3) Specialist office visit - \$25/\$50 copay
(higher specialist copay applies without
referral under PCP Coordination of Care;
- (4) Chiropractic care - \$15 copay;
- (5) Diagnostic tests (X-rays, blood work) - no
charge;
- (6) Imaging (CT/PET Scans, MRIs) - coinsurance
applies after deductible (covered in full
after deductible if an imaging center is
used;
- (7) Inpatient hospital - coinsurance after
deductible;
- (8) Outpatient surgery - coinsurance after
deductible;
- (9) Mental Health/Substance Use Disorder - in-
patient: coinsurance after deductible,
outpatient: \$15 copay;
- (10) Emergency room - \$125 copay;
- (11) Ambulance - covered in full;
- (12) Urgent care - \$50 copay;
- (13) Physical therapy, occupational therapy and
speech therapy - \$15 copay.

B. Anchor Plan:

In Network Deductible *	\$1,000 \$2,000 family
In Network Out of Pocket Max **	\$2,000 \$4,000 family
Out of Network Deductible	\$2,000 \$4,000 family
Out of Network Out of Pocket Max	\$6,000 \$12,000 family

In-Network Coinsurance	10%
Out of Network Coinsurance	30%

* The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible has been met.

** The in-network out-of-pocket maximum is a combined out-of-pocket maximum with the pharmacy out-of-pocket maximum.

The following in-network copays shall be in effect for the Anchor Plan:

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - \$15 copay;
- (3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);
- (4) Chiropractic care - \$15 copay;
- (5) Diagnostic tests (X-rays, blood work) - no charge;
- (6) Imaging (CT/PET Scans, MRIs) - coinsurance applies after deductible. (Covered in full after deductible if an imaging center is used;
- (7) Inpatient hospital - coinsurance after deductible;
- (8) Outpatient surgery - coinsurance after deductible;
- (9) Mental Health/Substance Use Disorder - in-patient: coinsurance after deductible, outpatient: \$15 copay;

- (10) Emergency room - \$150 copay;
- (11) Ambulance - covered in full;
- (12) Urgent care - \$50 copay;
- (13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

C. Anchor Choice with HSA Plan:

Each member that enrolls in the Anchor Choice Plan with HSA shall receive an HSA contribution from the State in the amount of \$1,500 for individuals or \$3,000 for families. Fifty percent (50%) of each State HSA contribution shall be deposited on January 1st and 50% shall be deposited on July 1st during each year of the collective bargaining agreement. The State will not pro-rate its HSA contributions for members enrolling after January 1st or July 1st.

In Network Deductible *	\$1,500 \$3,000 family
In Network Out of Pocket Max **	\$3,000 \$6,000 family
Out of Network Deductible *, **	\$2,250 \$4,500 family
Out of Network Out of Pocket Max **	\$4,500 \$9,000 family
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

* The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible has been met.

** The in-network and out of network deductibles and out-of-pocket maximums are combined deductibles and out-of-pocket maximums with the pharmacy deductibles and out-of-pocket maximum.

The following in-network copays shall be in effect for the Anchor Choice HSA Plan:

- (1) Preventative care office visits are covered in full;
- (2) Office visit (non-preventative) PCP - coinsurance after deductible;
- (3) Specialist office visit copay - 10%/30% after deductible. (Higher specialist coinsurance applies without referral under PCP Coordination of Care);
- (4) Chiropractic care - coinsurance after deductible;
- (5) Diagnostic tests (X-rays, blood work)- coinsurance after deductible;
- (6) Imaging (CT/PET Scans, MRIs) - coinsurance after deductible. (Covered in full after deductible if an imaging center is used;
- (7) Inpatient hospital - coinsurance after deductible;
- (8) Outpatient surgery - coinsurance after deductible;
- (9) Mental Health/Substance Use Disorder - inpatient: coinsurance after deductible, outpatient: coinsurance after deductible;
- (10) Emergency room copay - coinsurance after deductible;
- (11) Ambulance: coinsurance after deductible
- (12) Urgent care copay - coinsurance after deductible;
- (13) Physical therapy, occupational therapy and speech therapy copay - coinsurance after deductible.

- D. If two State employed spouses hired into state service on or after June 29, 2014 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

- E. For clarification purposes only, employees on paid or unpaid leave are responsible for their regular co-share payment for health insurance (i.e. medical, dental and vision). Failure to make such payments may result in termination of such benefits upon thirty (30) days' notice.

- F. Eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

Effective January 1, 2016 the premium sharing percentages will be based on salary as follows:

Individual Coverage

Less than \$101,210	20%
\$101,210 and over	25%

Family Coverage

Less than \$50,605	15%
\$50,605 to less than \$101,210	20%
\$101,210 and above	25%

The Co-Share contribution salary level for full-time and part-time employees shall be increased based on the employee's annualized total rate of pay. The Co-Share contribution salary levels for eligible employees shall be increased by 2.5% effective January 1, 2019; 2.5% effective July 1,

2019; and 2.5% effective July 1, 2020.

Eligible part time employees (scheduled hours <35.0 for a 35.0-hour position or <40.0 for a 40.0-hour position) shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

- G. The employee waiver shall be \$1001 (prorated at \$38.50 per pay period).
- H. Employee Drug Copay: Effective (TBD - see footnote #1), 2019, the following in-network copays shall be in effect:

(1) **Anchor Plus Plan and Anchor Plan:**

The drug co-pay for a 31-day supply shall be as follows:

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
\$10.00	\$35.00	\$60.00	\$100.00

The drug copay by mail order shall be as follows:

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
\$20.00	\$70.00	\$120.00

Mail order network pharmacies: 3-month supply of a prescription drug for two (2) copayments. Maximum fill is a 3-month supply.

(2) **Anchor Choice with HSA Plan:**

On the Anchor Choice Plan with HSA, members shall pay the full retail rate for most prescriptions prior to meeting the deductible. However, if the medication is listed on the

pharmacy benefit manager's preventive therapy drug list, the applicable copay amount shall apply instead of the full retail rate. For all covered drugs, after the deductible is met, the applicable copay amount shall apply until the applicable OOPM is met.

The drug copay after deductible for a 31-day supply shall be as follows:

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>
\$10.00	\$35.00	\$60.00	\$100.00

The drug copay after deductible by mail order shall be as follows:

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
\$20.00	\$70.00	\$120.00

Mail order network pharmacies: 3-month supply of a prescription drug for two (2) copayments. Maximum fill is a 3-month supply.

I. The State will provide a vision/optical care program for the employee.

J. Dental and Vision Programs:

(1) **Dental:** Effective January 1, 2019, the State will provide a dental plan for employees and their families. The coverage shall be \$1,500 per calendar year, in addition to the enhancements below:

(a) The State will offer benefit enhancements, including two buy-up options. Said modified plan enhancements shall include:

- Add sealants as a preventive benefit for children under age 14, covered at 100%
- Remove the \$400 inside maximum for periodontal services
- Increase the lifetime maximum for

orthodontic services from \$850 to \$1,500

- Extend coverage to dependent children to age 26

For the buy-up plans, the additional cost above the modified plan shall be paid for by the employees choosing the buy-up at 100% paid through increased premium co-shares.

(2) **Vision:** The State will provide a vision plan for employees and their families. Effective January 1, 2019, the State will offer benefit enhancements, including buy-up option(s). Said modified plan enhancements shall include:

- Increase retail frame allowance from \$65 to \$100
- Increase elective contact lens allowance from \$18 to \$30
- Add a contact lens exam copay of up to \$30
- Extend coverage to dependent children to age 26

For the buy-up plans, the additional cost above the modified plan shall be paid for by the employees choosing the buy-up at 100% paid through increased premium co-shares.

K. Flex Plan:

The State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

L. Wellness Incentives:

In addition to the Diabetes Prevention Program, the following wellness incentives shall be available to employees up to a maximum of \$1,000 per year.

(1) **Rewards for Wellness**

- (a) Employees participating in the State's medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per year. Activities shall be available for completion between January 1st and December 31st of each calendar year (an "activity year"). The earned reductions in medical insurance co-share payments shall be awarded to active employees participating in the State's medical plan in the first half of the calendar year following each activity year.
- (b) The Rewards for Wellness program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, wellness coaching programs, preventive screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual's overall health.

(2) **Annual Preventive Exam Incentive**

- (a) Employees participating in the State's medical plan and who obtain a qualifying annual preventive exam will receive an annual one-time \$250 reduction in medical insurance co-share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventive exams obtained during a calendar year (an "exam year") shall be awarded to active employees

participating in the State's medical plan in the second half of the calendar year following the exam year.

- (b) Employee spouses that are covered under the State's medical plan shall be eligible to participate in the Annual Preventive Exam Incentive. Employee policy holders participating in the State's medical plan whose spouse obtains a qualifying preventive exam during an exam year will receive an annual one-time \$250 reduction in medical insurance co-share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventive exams obtained during an exam year shall be awarded to active employees whose spouses participate in the State's medical plan in the second half of the calendar year following the exam year.

(3) Diabetes Prevention Program (DPP) Completion Incentive

Employees that attend a minimum of 20 out of the 25 sessions in the Diabetes Prevention Program (DPP), as certified by the program administrator (currently YMCA of Greater Providence), shall receive a one-time taxable \$500 cash incentive reward.

- M. The State shall, after meeting and conferring with the Union, have the right to offer any other health care plans to State employees during the term of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement.

- N. The State and the Union will meet not less than annually during the term of the collective bargaining agreement to review utilization, coverage, suppliers, and other relevant issues related to healthcare coverage.
- O. The State will not cancel the health insurance of a covered spouse/dependent(s) for two (2) pay periods beyond the pay period in which the death occurs if a covered bargaining unit member dies while carrying State employee health insurance, provided the spouse/dependent(s) pays the premium co-share applicable to the continuing coverage.
- P. The State will allow a bargaining unit member to opt out of employer provided health insurance consistent with the opt-out provisions of the State's Section 125 Cafeteria Plan and applicable IRS regulations.

6.7

Tuition Waiver

Tuition waiver is applicable only to full-time non-classified employees of the Council on Postsecondary Education. Waiver of fees shall be limited strictly to tuition. The individual must pay for all other fees, books, supplies, travel, and other expenses. The level of eligibility for members of the bargaining unit shall be unrestricted.

Tuition waiver only applies to institutions under the jurisdiction of the Council on Postsecondary Education. This waiver applies to the employee's spouse or domestic partner, as defined in RIGL §36-12-1, and dependent children, as defined below, who are pursuing courses in a regular study program for credit at the first baccalaureate level only at any institution, and who are taking courses at one of the three institutions under the Council of Postsecondary Education's jurisdiction. In the event of an employee's death, the tuition waiver benefit shall be provided for those spouses or domestic partners, as defined in RIGL §36-12-1, and dependent children, as defined below, who have been accepted or are enrolled at the time of such death and who maintain continuous enrollment. For purposes of this policy, "dependent children" is intended to refer to a child, as defined in Internal Revenue Code §§ 117(d), 132(h), and

152(f)(1), of the eligible employee, for whom the eligible employee is entitled to claim and does claim a dependency deduction on their federal personal income tax return under Internal Revenue Code Section 152, including Section 152(e), or both of whose parents are deceased and who has not attained age 25.

An employee must provide evidence of marriage, domestic partnership, or dependency in order to receive a tuition waiver hereunder.

However, pursuant to RIGL §16-97.7 no eligible employee of the Council on Postsecondary Education, their spouse, domestic partner or dependent children, shall receive a tuition waiver as a result of employment status with the Council on Postsecondary Education, without first consenting to the public disclosure of the existence and amount of the waiver. This applies to any waiver at the Community College of Rhode Island, Rhode Island College, and/or the University of Rhode Island.

To be eligible to receive a tuition waiver for any semester or session at an institution under the Council's jurisdiction, an employee of the Council on Postsecondary Education must be a full-time employee on the date of the first day of classes for that semester or session.

If an employee is an otherwise "eligible employee" but is on leave without pay, neither the employee nor their spouse or domestic partner, as defined in RIGL §36-12-1, or dependent children are eligible for tuition waiver unless specifically approved by the institution.

Tuition waivers are not applicable to non-credit courses.

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 In determining seniority, the staff member's first date of hire shall prevail as applicable, unless seniority has been broken.
- 7.4 Grandfather Seniority Rights- Staff members 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 7.6

7.5 **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.

A. During this time, the employee shall receive quarterly performance reviews which will include one of the following assessments: (1) Making Satisfactory Progress, (2) Needs Improvement, or (3) employment in Jeopardy.

- 7.6 The principle of seniority shall also apply to layoffs, recalls and reductions in force, as described below, provided the staff member(s) possess(es) the qualifications and experience to perform the work in accordance with the official job description.

7.6.A **Loss of Seniority**

A staff member shall lose their seniority for the following reasons:

- (1) Voluntary resignation;
- (2) Termination not reversed through the grievance procedure;
- (3) Retirement;
- (4) When a staff member fails to notify the

Department Director or appropriate supervisor of their absence from work with three (3) working days unless extenuating circumstances prohibit such notification;

- (5) Failure to return to work within fifteen (15) working days after recall from layoff;
- (6) When a staff member has been laid off in excess of two (2) consecutive years;
- (7) When a staff member fails to renew a leave of absence;
- (8) When a staff member engages in other work without authorization while on leave of absence.

7.7 The Administration shall prepare and forward to the President of CCRIPSA, a seniority list of all staff members monthly. A revised seniority list shall be furnished to CCRIPSA every six (6) months if so requested.

7.8 **Layoff Procedure**

- A. 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 is to minimize the adverse effects of the layoff or reduction in force. The President of CCRIPSA shall be entitled to make their 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 reduction in force upon staff members, the President shall make every effort to accomplish such reductions through attrition.
- B. In the event of outsourcing and/or privatization of entire department or function involving staff members, the college will give the union six (6) months advance written notification and will meet with the union president to discuss minimizing the impact of the outsourcing/privatization through the procedures delineated in Article VII, including the potential reassignment of effected staff members to other departments within the college.
- C. 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.

D. 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 7.8.f (below), is eligible to exercise their bumping rights, the staff member will be placed in the vacancy prior to exercising their 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 7.9.

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, 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.

F. **Grant Funded Positions**

(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 members 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. In accordance with Article 7.9, bargaining unit members who are designated to be bumped shall be given twenty (20) working days' notice concurrent with the layoff notice. A copy of the layoff notice shall be sent to the President of CCRIPSA. If there is reasonable written assurance that funding for those positions may be restored within thirty (30) days of the grant's termination date, those affected employees may choose to discharge vacation or personal leave or be placed on leave without pay. In such cases, the College shall hold all remaining accumulated leave. Bargaining unit members shall remain in those positions until the grant status has been finalized. Actual layoff and bumping will be held in abeyance until actual grant status has been determined. If at the end of thirty (30) days, the funding has not been restored, bargaining unit members will exercise their bumping rights, and the employees designated to be bumped shall be terminated. If before the end of the thirty-day period, notification is received that the grant has not been renewed, the bumping process shall be finalized at that time.

- (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 7.8.F.1 to be laid off is eligible to exercise their bumping rights, the staff member will be placed in the vacancy prior to exercising their 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 7.9.

H. Any staff member of CCRIPSA whose present position

is not covered by 7.8.F may apply for or be offered a position covered by Article 7.8.F. Such staff member shall continue to accrue seniority while working in the position, according to Article 7.1.

- I. Any staff member who bumps into a lower pay grade shall retain their 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.

7.9

Recall

Staff members who are laid off (or bumped into a lower pay grade) shall remain on the recall list for two (2) years from the separation date. Staff members shall retain their seniority while they remain on the re-employment list. Recall will be in the order of seniority. Senior staff members who are recalled must possess the qualifications and experience, as determined by the Administration, necessary to perform the available work in accordance with the official job description. Notice of recall shall be sent via certified mail to the last known address of the staff member, with a copy to the President of CCRIPSA, at least fifteen (15) days prior to the date of recall. Failure to report will be considered a resignation.

The Office of Human Resources shall maintain the official recall list. Any former staff member who has recall rights may apply for any vacancy in the bargaining unit (of equal or lower pay grade) and ask to exercise their recall rights. The request must be submitted in writing to the Director of Human Resources at the time of the application for the vacant position. Upon receipt the Director of Human Resources shall ask the Administration to assess the recalled candidates' qualifications and if they are determined to be qualified they will be offered the vacant position. The determinations made by the Administration are subject to Article XV, Grievance Procedure, only up to 15.4, the level of the Commissioner.

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 their 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, they shall refer the matter to the Vice President for Business Finance and Strategy or their designee who shall, within fifteen (15) days, at their 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 their 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 Finance and Administration.
- 8.7 Whenever a staff member is required to work on a holiday which falls on their regularly scheduled work day, they shall be credited with the number of hours in their 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. Immediate family shall be defined as father, mother, brother, sister, spouse, domestic partner, civil union partner, 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.

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.

- 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 their estate shall be entitled to receive full pay for each hour of accrued sick leave to their 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.

[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 = \$ _____

- 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.
- C. Whenever a staff member shall be absent from their duties and receiving compensation as provided in the Workmen's Compensation Laws, they shall be granted a sick leave in accordance with the rules applicable thereto, in an amount not to exceed their regular compensation. Deductions from accumulated credits shall be applied only to that part of their 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, domestic partner and civil union partner 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 they attend 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 their regular duties during the actual period of such jury duty, in which circumstances, they shall receive for such period of jury duty their regular pay or their jury duty pay, whichever is greater.

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.

9.7 **Special Time Off**

Whenever it appears desirable, in the best interest of the Council 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.

9.9

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 Finance and Strategy for their prior written approval.

9.10

Leave Without Pay

It is agreed that, upon written application, an employee who has served their 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 they were 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 they are on leave or any other similar position at the same level of the then current range for that class of position(s) for which they are 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.

9.11 **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 their duties at the College. Application for such leave shall be made through the immediate supervisor to the Vice President for Finance and Strategy 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.

9.12 **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 they return to their 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.

- 9.13 Upon their return from sabbatical leave, an employee's salary shall be the same as they would have received had the period of their leave been spent in the service of the Council and they shall be returned to the same level which they 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.

9.14 **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 they left for a period of one (1) year upon the termination of their leave, unless by mutual agreement between the staff member and the President, it is deemed inadvisable.

- 9.14.1 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 they propose 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.

- 9.14.2 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.

9.15 **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 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 Council on Postsecondary Education 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 them, such employee or their estate shall be entitled to receive full pay for each day of vacation to their credit as of the date of termination.

When a staff member reaches their twentieth (20th) year of service which would increase their 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.

9.15.1 Effective January 1, 2000, and on each subsequent January 1st, employees shall be credited with vacation days in accordance with the schedule below:

Years of Service	Up-Front Days	Days Subject to Accrual	Total
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

9.16

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
 - Martin Luther King, Jr. Day
 - Memorial Day
 - Independence Day
 - Victory Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Day
 - Any day on which general election of State Officials is held as, Election Day
- A. Each employee shall be entitled to time off at their regular rate of pay for the holidays specified above, when such holidays fall on their regularly scheduled workdays and shall be credited with the number of hours in their 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 workday 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 their 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.

9.17

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 Human Resources 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.

9.18

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

Any employee who has completed their probationary period and who claims that their job description or job duties have been changed, or that they had undertaken additional job responsibilities, or that their 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:

10.2

Internal Review:

A. The employee shall request a review by the Director of Human Resources, or designee, who will meet with

the employee, the employee's supervisor, and the Association within fifteen (15) working days following the request.

- B. The Director of Human Resources will oversee the appropriate research, and within thirty (30) working days of the meeting with the member, will respond in writing to the employee and the Association stating their recommendation for approval or disapproval, and the reasons for their actions. Research shall include, but not be limited to, comparisons of pay grades and job descriptions with similar positions within CCRI as well as RIC and URI.
- C. If an upgrade is recommended, the recommendation will be forwarded to the Divisional Vice President and the College's President for approval. Further, if the recommended classification does not already exist within the postsecondary system, or if there are significant changes to the qualifications, the recommendation will be forwarded to the Personnel Review Committee.
- D. If an agreement cannot be reached with the employee, the appeal will be directed to the committee specified in Section 10.3

10.3

Personnel Appeals Committee:

- A. If the employee does not agree with the findings of the Human Resources Office, the employee, within fifteen (15) working days, shall request in writing a review by the Personnel Appeals Committee (PAC). The PAC shall consist of two (2) members appointed by the President, two (2) members appointed by the CCRIPSA President, and a fifth member appointed by the President with the approval of the Association. The composition of this committee may change depending upon the familiarity of the committee members with the work duties and department of the employee.
- B. The PAC will meet with the employee within fifteen (15) working days once the Committee is constituted. At this meeting, the employee and the Administration shall have the right to present evidence in support of their claims.

- C. By a majority vote of the Committee, the PAC shall make a decision on the appeal in writing, with reasons, within ten (10) working days following the last meeting with the member unless more time is needed to gather additional information. However, in no event should this take longer than thirty (30) days beyond the date established in 10.3.b.
- D. If the recommended classification does not exist, the procedure in 10.2c will apply.

10.4 Any delays in the implementation of the timelines must be mutually agreed upon between the CCRIPSA president and the HR director or their designee.

10.5 **Pay Grade Increases:**

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 their current rate, not to exceed the maximum for the pay grade, whichever is greater. Pay grade increases shall be made retroactive to the date of the first pay period following the filing of the initial audit submitted by the Association member.

10.6 **Salary Adjustments:**

The parties agree that there may be situations in which a member of the bargaining unit has been assigned significant and permanent responsibilities for an increased workload beyond their current job description, or that the PAC has determined that a salary inequity exists, but in either instance, the situation does not warrant a pay grade increase. In such cases, the PAC may authorize an increase to the employee's base salary of five percent (5%), provided that such pay increase shall not exceed the maximum for the employee's pay grade. Any resulting pay increase shall be applied retroactively as discussed in Section 10.5. The Director of Human Resources shall communicate in writing any such decision and reasons to the employee and the Association President. The final decision regarding the granting of such an increase shall rest with the Vice President for Finance and Strategy and not be subject to the grievance procedure.

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 but not limited to Vice President, Associate Vice President, Chief Financial Officer, and Chief Information Officer.
- 11.2 The Council 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 Council 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 their 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 their employment shall not be available to the employee or their 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 their 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 Human Resources' 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 Human Resources' 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 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.

There shall be a grievance procedure as follows:

- 15.1 A grievance shall be presented by the aggrieved to their 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 their 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 their 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 Postsecondary Education or their designee, as agent for the Council on Postsecondary Education, 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 their 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 Council, 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, comment, 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 their regularly scheduled time, they or someone on their behalf shall notify their 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 their regularly scheduled work day, they shall be credited with the number of hours in their 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 their 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 their 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.

Years of Service	Upfront Days	Days Subject to Accruals	Maximum # of Days to Begin Academic Year
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 1st 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.

17.9 **Student Employees**

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. 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. Such postings shall include pay grade, duties, qualifications, and the nature of funding (temporary, limited, or permanent) and source.

18.1 a 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.

18.2 Notices of all other new and vacant positions under the jurisdiction of the Council on Postsecondary Education

received by the Human Resources' Office of the College shall be posted on a central bulletin board in the Human Resources' 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 Council recognize the official job descriptions which govern the responsibilities of CCRIPSA members. The Council 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.

Any modifications to an employee's job description that do not warrant a salary increase may be used as part of a future classification review.

18.4 When an employee within the bargaining unit applies for a new or vacant position within the bargaining unit, and they are 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 they request, 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 their probationary period may be dismissed only for just cause.
- 19.2.B When a staff member who has served their probationary period and as a result of their performance is deemed to be incompetent and/or inefficient 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) and specific actions needed to correct the performance prior to the commencement of formal written discipline.
- 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 and will be sent to the employee via email but will not be placed in the employee's personnel file.
- 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.
- 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

shall be issued.

19.2.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 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.

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.

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 their appeal is sustained, the arbitrator shall have the discretion to fashion an appropriate remedy up to and including the restoration of the employee to their former position with compensation at their 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 their 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 they have 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 their appeal is sustained, the arbitrator shall have the discretion to fashion an appropriate remedy up to and including the restoration of the employee to their former position with compensation at their 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 their 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 Council 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, 2018 and shall remain in full force and effect until June 30, 2021. It shall be automatically renewed from year to year thereafter commencing the first of July, 2021, 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 no 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 23rd day of August, 2023.

For the Council on Postsecondary Education:

For the CCRIPSA/NEARI/NEA:



Chair, Council on Postsecondary Education



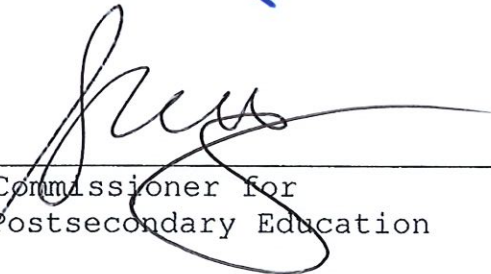
President, CCRIPSA



President, Community College of Rhode Island



Assistant Executive Director NEARI/NEA



Commissioner for Postsecondary Education



Chair, Bargaining Committee



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.

July 1, 2022	2.5% Increase
July 1, 2023	2.5% Increase
July 1, 2024	2.5% Increase

A.2 A staff member may be employed at salaries at or above - but not below - the minimum.

CCRI PSA Salary Schedule
July 1, 2022

CALENDAR YEAR

ACADEMIC YEAR

<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	\$23,750	\$31,995	\$40,229	01	\$19,001	\$25,595	\$32,184
02	\$25,666	\$34,529	\$43,394	02	\$20,533	\$27,622	\$34,714
03	\$27,688	\$37,242	\$46,797	03	\$22,149	\$29,794	\$37,437
04	\$29,799	\$40,273	\$50,746	04	\$23,840	\$32,220	\$40,600
05	\$32,243	\$43,562	\$54,885	05	\$25,794	\$34,848	\$43,905
06	\$34,667	\$47,030	\$59,384	06	\$27,737	\$37,623	\$47,509
07	\$37,426	\$50,786	\$64,148	07	\$29,944	\$40,631	\$51,318
08	\$40,336	\$54,949	\$69,565	08	\$32,268	\$43,960	\$55,652
09	\$43,609	\$59,412	\$75,209	09	\$34,886	\$47,527	\$60,169
10	\$46,913	\$64,183	\$81,455	10	\$37,530	\$51,347	\$65,161
11	\$50,665	\$69,321	\$87,971	11	\$40,532	\$55,455	\$70,378
12	\$54,600	\$75,014	\$95,427	12	\$43,679	\$60,010	\$76,339
13	\$58,927	\$80,957	\$102,990	13	\$47,142	\$64,767	\$82,392
14	\$63,440	\$87,513	\$111,585	14	\$50,750	\$70,012	\$89,265
15	\$68,531	\$94,516	\$120,495	15	\$54,825	\$75,613	\$96,396
16	\$73,851	\$102,291	\$130,725	16	\$57,642	\$81,833	\$104,581
17	\$79,524	\$110,549	\$141,572	17	\$63,621	\$88,436	\$113,258

**CCRI PSA Salary Schedule
July 1, 2023**

CALENDAR YEAR

ACADEMIC YEAR

<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	\$24,344	\$32,795	\$41,235	01	\$19,476	\$26,235	\$32,989
02	\$26,308	\$35,392	\$44,479	02	\$21,046	\$28,313	\$35,582
03	\$28,380	\$38,173	\$47,967	03	\$22,703	\$30,539	\$38,373
04	\$30,544	\$41,280	\$52,015	04	\$24,436	\$33,026	\$41,615
05	\$33,049	\$44,651	\$56,257	05	\$26,439	\$35,719	\$45,003
06	\$35,534	\$48,206	\$60,869	06	\$28,430	\$38,564	\$48,697
07	\$38,362	\$52,056	\$65,752	07	\$30,693	\$41,647	\$52,601
08	\$41,344	\$56,323	\$71,304	08	\$33,075	\$45,059	\$57,043
09	\$44,699	\$60,897	\$77,089	09	\$35,758	\$48,715	\$61,673
10	\$48,086	\$65,788	\$83,491	10	\$38,468	\$52,631	\$66,790
11	\$51,932	\$71,054	\$90,170	11	\$41,545	\$56,841	\$72,137
12	\$55,965	\$76,889	\$97,813	12	\$44,771	\$61,510	\$78,247
13	\$60,400	\$82,981	\$105,565	13	\$48,321	\$66,386	\$84,452
14	\$65,026	\$89,701	\$114,375	14	\$52,019	\$71,762	\$91,497
15	\$70,244	\$96,879	\$123,507	15	\$56,196	\$77,503	\$98,806
16	\$75,697	\$104,848	\$133,993	16	\$59,083	\$83,879	\$107,196
17	\$81,512	\$113,313	\$145,111	17	\$65,212	\$90,647	\$116,089

**CCRI PSA Salary Schedule
July 1, 2024**

CALENDAR YEAR

ACADEMIC YEAR

<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	\$24,952	\$33,615	\$42,266	01	\$19,963	\$26,891	\$33,813
02	\$26,965	\$36,277	\$45,591	02	\$21,572	\$29,020	\$36,471
03	\$29,090	\$39,127	\$49,166	03	\$23,270	\$31,302	\$39,332
04	\$31,308	\$42,312	\$53,315	04	\$25,047	\$33,851	\$42,655
05	\$33,875	\$45,767	\$57,664	05	\$27,100	\$36,612	\$46,128
06	\$36,422	\$49,411	\$62,390	06	\$29,141	\$39,528	\$49,914
07	\$39,321	\$53,357	\$67,395	07	\$31,460	\$42,688	\$53,916
08	\$42,378	\$57,731	\$73,087	08	\$33,902	\$46,185	\$58,469
09	\$45,817	\$62,420	\$79,016	09	\$36,652	\$49,933	\$63,215
10	\$49,288	\$67,432	\$85,579	10	\$39,430	\$53,946	\$68,460
11	\$53,230	\$72,830	\$92,425	11	\$42,584	\$58,262	\$73,941
12	\$57,364	\$78,812	\$100,258	12	\$45,890	\$63,048	\$80,204
13	\$61,910	\$85,055	\$108,204	13	\$49,529	\$68,046	\$86,563
14	\$66,652	\$91,943	\$117,234	14	\$53,319	\$73,556	\$93,784
15	\$72,000	\$99,301	\$126,595	15	\$57,601	\$79,441	\$101,276
16	\$77,590	\$107,469	\$137,343	16	\$60,560	\$85,976	\$109,875
17	\$83,550	\$116,146	\$148,739	17	\$66,842	\$92,913	\$118,992

LETTER OF UNDERSTANDING #2
BETWEEN THE
CCRIPSA/NEARI/NEA AND THE
COUNCIL ON POSTSECONDARY EDUCATION

For the term of the 2022-2025 contract, in order to recognize and reward members of the bargaining unit for outstanding performance or the completion of the College's Leadership Development Program, 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.

\$1,000.00
\$2,000.00

The CCRIPSA member will develop and submit a project proposal to their 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 30th 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.

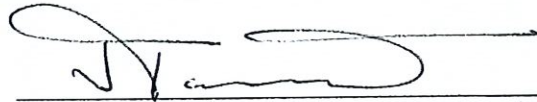
This work is to be completed outside of working hours with the exception of certain components of the Leadership Project that are only offered during working hours.



Community College of Rhode Island

8/23/2023

Date



Professional Staff Association/NEARI

8/8/23

Date

LETTER OF UNDERSTANDING #3
BETWEEN THE
CCRIPSA/NEARI/NEA AND THE
COUNCIL ON POSTSECONDARY 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 Finance and Strategy, subject to the approval of the President. In no event will the salary increase be less than 5% above their current base rate or exceed the maximum of the higher pay grade.



Council on Postsecondary
Education



CCRIPSA

8/23/2023

Date

8/8/23

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; (2) the employee has exhausted all their 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 Human Resources, 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 Council on
Postsecondary Education:

For the CCRI PSA:

Allegra Chen

[Signature]

Date:

8/23/2023

Date:

8/8/23

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 their current classification in their 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, they 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

Curtin, Stephanie
Hinsey, James
Costa, Donna

TITLE

Staff Asst II
Paraprofessional
Staff Assistant II

For the Council on
Postsecondary Education

For the CCRI PSA:



Date:

8/23/2023



Date:

8/8/23

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

Years of Service	Age at Retirement	Employer's Share	Employee's Share
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

Years of Service	Employer's Share	Employee's Share
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 Council on
Postsecondary Education:

For the CCRI PSA:

Quenada Coleman

[Signature]

Date: *8/23/2023*

Date: *8/8/23*

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.

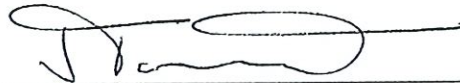
Evaluations and recommendations will be completed no later than July 31 of each fiscal year and will be awarded in August of the following fiscal year.

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.



For the Community College
Of Rhode Island



For the CCRI Professional
Staff Association/NEARI

8/23/2023

Date

8/8/23

Date