

# COLLECTIVE BARGAINING AGREEMENT

between

The CCRI Part Time Faculty Association/NEARI

and the

Rhode Island Council for Postsecondary Education

~~2015--2018~~

**2018-2021**

# AGREEMENT

In this Agreement entered into this day of \_\_\_\_\_, 2016 by and between the Rhode Island Council for Postsecondary Education, hereinafter referred to as the Council, and the CCRI Part Time Faculty Association/NEARI/NEA/AFL-CIO, the parties hereby agree as follows:

## PREAMBLE

The intent and purpose of this Agreement is to promote the quality and effectiveness of education the Community College of Rhode Island, hereinafter referred to as the College, and to maintain high standards of academic excellence in all phases of instruction at the College. The parties hereto concur that these objectives can best be achieved by means of amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the College as an institution of higher learning; that effective and harmonious working relationships between the Council and the CCRI Part Time Faculty Association. are necessary in order that the cause of public higher education may best be served at the College; and that orderly, just, and expeditious resolution of issues which may arise as a result of the provisions of this Agreement are in the best interest of the part time faculty, the student body, the College, and the public which supports it.

Now, therefore, the parties hereto agree as follows:

## ARTICLE I: RECOGNITION

### 1.1 Recognition

Pursuant to and in accordance with all applicable provisions of Section 36-1 1 of the General Laws of Rhode Island, 1956, as amended, the Rhode Island Council for Postsecondary Education does hereby recognize CCRI Part Time Faculty Association/NEARI/NEA/AFL-CIO as the exclusive bargaining agent for all part-time employees of the RI Council for Postsecondary Education who are employed at the Community College of Rhode Island as part time faculty ~~who have satisfactorily completed six (6) faculty load hours within two (2) calendar years,~~ but excluding the Applied Music Sections, Non-Credit Courses, Managerial and Supervisory employees, Confidential employees, as their sole representative for the purpose of collective bargaining; and that pursuant to the provisions of §28-7-16 of the Act, the National Education Association Rhode Island exclusive bargaining representative of said employees for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.2 This Agreement shall be binding upon and is exclusively between the CCRI Part Time Faculty Association/NEARI/NEA/AFL-CIO and the Council unless otherwise specified herein. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO and the Council unless otherwise specifically provided herein.

1.3 This Agreement shall not be construed to prevent the Council or any agent thereof from meeting with any individual to hear views on any matters, except that as to matters so presented which are proper subjects of collective bargaining. Any changes or modifications of this Agreement shall be made only through negotiations and Agreements with the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO.

1.4 No person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with the Council concerning any terms or provisions of this Agreement except through the authorized representatives of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO. Faculty will adhere to the provisions of the collective bargaining Agreement.

1.5 Maintenance of Bargaining Unit Status:

A part time faculty member must maintain a teaching load of the equivalent of 2, 3-credit courses (normally 5 contact hours) within two (2) calendar years to remain in the bargaining unit. Any part time faculty member who does not maintain the equivalent of 5 contact hours minimum teaching load within two (2) calendar years will be removed from the bargaining unit on 1<sup>st</sup> of September and 15<sup>th</sup> of January following the two year period without the equivalent 5 faculty load hours unless such a faculty member loses and assignment according to those circumstances described in Article 11, Course Assignments.

1.6 Use of College Facilities

The CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO shall be allowed, upon appropriate advance notice and where there is no conflict with other scheduled use, to use campus meeting facilities. The CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO shall meet any additional expense incurred in the furnishing of such space.

The CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO shall have the right to use faculty mail boxes for communications, including mass distribution. All part time faculty members shall have to e-mail accounts. Part time faculty also shall be provided computer access, and that access shall be reserved for part time faculty use only. Adequate office space shall be provided as well.

1.7 Dues Deductions and Agency Fee

In accordance with Title 36-11-2 of the General Laws of Rhode Island, membership in any employee organization may be determined by each individual employee; ~~provided, however, that all nonmembers shall pay to the Union a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular membership dues.~~ Academic administrative employees and Department Chairs shall not show prejudice or discriminate against any individual employee by reason of membership or non-membership in the Union.

The Council agrees to deduct union dues ~~or service charges~~ each pay period (that the member is on the payroll) from the wages of members of the bargaining unit. The amount of the union dues or the service charge shall be specified by the Union in writing to the College Controller. The payroll deduction of Union membership dues ~~or service charges~~ shall be authorized by the employee in writing. The dues ~~and service charges~~ so deducted shall be forwarded to the Treasurer of the Union.

- 1.8 Within sixty (60) days of the beginning of the fall and spring semester, the Council or its designee shall forward to the Treasurer of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO notice of those part time faculty teaching that semester, including the number of credits being taught by each part time faculty member. At the end of the summer session, the Council or its designee shall forward to the Treasurer of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO notice of those part time faculty who taught that session, including the number of credits being taught by each part time faculty member.

## ARTICLE II: MANAGEMENT RIGHTS:

The Union recognizes that the Council, the Commissioner of Post-Secondary Education and the Administration of the College have responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the College to the full extent authorized by law, except as modified by the terms and conditions of this Agreement.

Except as hereinafter specifically provided, the operation and administration 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 representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any agent thereof.

## ARTICLE III: DEFINITIONS

- 3.1 The term "Administration" shall be defined as the President and other administrative officers of the College.
- 3.2 The term "Bargaining Unit" refers to all part time faculty, defined as those who have taught and those who are currently on approved leave and who have taught at the College for at least the equivalent of 2 courses of 5 contact hours the preceding two calendar years.
- 3.3 The term "Council" as used in this Agreement refers to the Rhode Island Council on Postsecondary Education.
- 3.4 The Terms "College" and "CCRI" refer to the "Community College of Rhode Island"
- 3.5 The Term "Commissioner" refers to the Commissioner of Postsecondary Education or Acting Commissioner of Postsecondary Education for the State of Rhode Island.
- 3.6 The term "Department" as used in this Agreement refers to academic departments of the faculty as may from time to time be approved by the President and when necessary recognized by the Board.

- 3.7 The unqualified term "Faculty" as used in this Agreement means a member or members of the bargaining unit as defined in Section 1.1 of this Article.
- 3.8 The term "President" as used in this Agreement means the chief executive officer or acting chief executive officer of the Community College of Rhode Island.
- 3.9 The term "CCRI Part Time Faculty/Association /NEARI/NEA/AFL-CIO Representative" as used in this Agreement means any representative of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO who has been officially designated in writing as such by the President of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO.
- 3.10 The term "Working Day" shall mean any day on which the College is open for the transaction of business.
- 3.11 All singular pronouns and relative words written in the masculine, feminine or neutral shall also refer to the plural.
- 3.12 Subject to future modification, as necessary, by mutual agreement of the parties.

#### ARTICLE IV: NON-DISCRIMINATION CLAUSE:

- 4.1 The Council and the Union agree not to discriminate in any way against part time faculty covered by the Agreement on account of race, religion, creed, color, gender identification and/or expression, national origin, sex, sexual orientation, age, disability status, marital status, or political affiliation.

#### ARTICLE V: INVOLVEMENT IN DEPARTMENTAL AFFAIRS

- 5.1 Part-time faculty will be invited to Department meetings.

#### ARTICLE VI: PERSONNEL FILES

- 6.1 The College shall maintain an official personnel file for each part time faculty member subject to this Agreement. Such file shall contain copies of personnel transactions, transcripts, official correspondence with the employee, and the evaluation reports prepared by the College.
- 6.2 The part time faculty members shall have the right to examine his/her official personnel file at any time during normal business hours and to file a statement in response to any item placed in his/her file, provided, however, any letters or recommendation solicited in connection with his/her employment shall not be available to that employee, or to his/her representative.
- 6.3 A designated member of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO, having written authorization from the part time faculty member concerned, and in the presence of a representative of the College Administration, may examine the official personnel file of that part time faculty member, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written charges proffered against the part time faculty member by the college.

- 6.4 A part time faculty member shall have the right to reproduce at his/her cost all documents in his/her personnel file, except as noted in paragraph b above.
- 6.5 No anonymous material shall be placed in a part time faculty member's personnel file.
- 6.6 Materials shown to be false or unsubstantial shall be removed from the part time faculty member's official personnel file. The burden of proof of false or unsubstantiated material shall rest with the part time faculty member.
- 6.7 Departmental Files. Each academic department may maintain a departmental file for each part time faculty member to include copies of materials such as summaries of student evaluations, summaries of teaching load and course assignments, reprints of activities, reviews of exhibits, and the like. The same rights of access and the same provisions for use of materials as indicated in 6.2 above shall apply to departmental files. The part time faculty member shall be responsible for providing materials for these files.
- 6.8 The College Administration shall be responsible for maintaining a separate file on grievances under process arising from the provisions of this Agreement. Materials pertaining to completely processed grievances which are placed in the part time faculty member's personnel file shall be completed and shall contain a statement concerning the final disposition of the grievance.
- 6.9 Each part time faculty member shall be responsible for providing material for an up-to-date personnel file.

## ARTICLE VII: EVALUATIONS

- 7.1 Academic departments may conduct teaching observations in order to evaluate teaching effectiveness during each academic year in which a part time faculty member is teaching. The observer shall be an academic administrator, i.e. a department chair, program director, assistant dean or dean.
- 7.2 Every class taught by a part time faculty member will be subject to student evaluation of the instructor.
- 7.3 The teaching effectiveness of an part time faculty member shall be based on the following: command of the subject; skill in organizing and presenting course material with force and logic; intellectual integrity and enthusiasm for learning both within and without the classroom; ability to motivate students to intellectual curiosity; and actual teaching performance as determined by various techniques of measurement, including class visits by the department chairperson or designee, and student evaluations. Any department may develop additional criteria and/or standards for satisfactory teaching, provided the criteria and/or standards have been agreed upon by the Administration and the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO.
- 7.4 The term "teaching" shall encompass classroom instruction, online instruction, clinical oversight, laboratory experience, studio supervision and other forms of teaching and learning that require scheduled, for-credit interaction between the part time faculty member and student(s).

- 7.5 After any evaluation the part time faculty member shall be provided a copy of the evaluation, and if appropriate, shall be offered constructive criticism, to enable the part time faculty member to improve his/her teaching. The part time faculty member shall have the right to append comments to any evaluation.

## ARTICLE VIII: DISCIPLINE AND DISCHARGE PROCEDURE

- 8.1 The Union recognizes the authority of the College and the Council for Postsecondary Education to suspend, dismiss or take other appropriate action against an part time faculty member for just cause. Discipline shall be progressive and dismissal shall result from very serious and/or repeated incidents of misconduct. Dismissal shall be defined as the discharge of a part time faculty member prior to or after the end of the limited appointment period.
- 8.2 A part time faculty member shall receive a written statement of reasons for any disciplinary action no later than two (2) weeks after the end of classes for the semester in which the decision was made. If the part time faculty member considers such disciplinary action to be improper, he/she may appeal the decision in accordance with the grievance procedure.
- 8.3 New part-time faculty will serve a probationary period of two semesters of teaching. Probationary employees may be dismissed with a written statement of reasons at any time during the probationary period. Dismissal during the probationary period shall not be grievable.

## ARTICLE IX: GRIEVANCE PROCEDURE

### 9.1 Purpose

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

### 9.2 Definitions

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

### 9.3 Procedure for Handling Grievances

- a. For the purpose of handling grievances, working days during the Christmas recess and Spring recess shall not be used to compute the time limitations contained in this Article.

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

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

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

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

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

#### 9.4 General Provisions

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

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

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

- a. To be present at the hearing(s).
- b. To hear testimony given.

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

9.6 Purpose

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

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- ~~i. The aggrieved may file his/her written grievance with the appropriate department chair, or with the comparable supervisor, not later than twenty one (21) calendar days following the grievant's knowledge of the act, event, or commencement of the condition which is the basis of the grievance.~~
- ~~j. College Level – Step 1. The aggrieved shall discuss his/her grievance with the appropriate department chair or comparable supervisor, who shall attempt to resolve the grievance within seven (7) days of its receipt of the grievance and shall render a written decision to the grievant with copies to the President and the President of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO no later than five (5) days after having heard the grievance.~~
- ~~k. College Level – Step 2. If the grievance is not satisfactorily resolved through Step 1, the grievant or the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO may submit the grievance in writing within ten (10) working days to the President. The President or his/her designee shall meet within~~

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~~l. Council for Postsecondary Education Level – Step 3. If the grievance is not satisfactorily resolved through Step 2, the grievant or the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO may submit the grievance in writing to the Commissioner within ten (10) working days following completion of Step 2. A copy of all materials which came forth in the grievance procedure to that level shall be enclosed. Within ten (10) working days of the receipt of the grievance, the Commissioner or his/her designee shall hold an informal hearing with the grievant and a CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO Representative(s). The Commissioner or his/her designee shall communicate his/her decision in writing to the aggrieved employee, the appropriate dean, the President, and the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO President within fifteen (15) working days of his/her receipt of the grievance.~~

~~m. Arbitration – Step 4. If a grievance is not settled at Step 3, such grievance shall only at the request of the CCRI Part Time Faculty/Association/NEARI/NEA/AFL-CIO or the Council be referred to the Labor Relations Connection in accordance with its rules then obtaining.~~

~~All submissions to arbitration must be made within thirty (30) calendar days after the grievance procedure decision at Step 3 above.~~

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

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

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

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~~g. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made by both parties to this Agreement to expedite the process. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved~~

~~party to proceed to the next step. Failure at any step of this grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.~~

~~h. In the event that a grievance occurs from the action of a department chair, or the President, the grievance procedure contained herein shall commence at the point of origin.~~

~~i. The Council agrees to make available to the aggrieved and/or his/her representative all data relevant to the grievance not privileged under the law which is within the possession of the Council, except the confidential information obtained in the initial employment of the employee.~~

~~j. The College shall not be required to compile information and statistics which are not already compiled in that form unless mutually agreeable.~~

~~9.10 Rights of Grievant, the CCRI Part Time Faculty/Association/NEARI/NEA/AFL CIO and the Council~~

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

~~f. To be present at the hearing(s).~~

~~g. To hear testimony given.~~

~~h. To give testimony in his/her (their) behalf.~~

~~i. To call upon others to give testimony in his/her (their) behalf.~~

~~j. To question, either personally or through counsel of his/her (their) representative, any person giving testimony.~~

## ARTICLE X: SENIORITY

10.1 Seniority shall be determined by the number of faculty contact hours taught by the part time faculty member. In cases where two or more part time faculty members have taught the same number of contact hours the part time faculty member(s) with the earlier beginning date of the first part time faculty course taught shall be considered as having the higher seniority. Authorized leaves of absence shall not be deemed an interruption of service with the College. In the event any part time faculty member believes such data has been incorrectly determined, that part time faculty shall so advise the College, and indicate the seniority the part time faculty believes to be correct. For the purpose of establishing seniority prior to the Fall Semester 2006 individual part time faculty members shall have the burden of providing documentation showing prior part time faculty teaching service. In the absence of such college records, the issue will be resolved in a manner agreed upon by the parties.

- 10.2 Seniority will be determined within an academic department based upon the faculty contact hours taught within the department. Part-time faculty who teach in multiple departments will be assigned a separate seniority placement for each department, subject to the other provisions of this agreement.
- ~~10.3 Retired tenure-track faculty shall automatically be included in the bargaining unit based upon prior College service, but shall accrue bargaining unit seniority based upon postretirement faculty load hours taught and shall be afforded seniority credit of five (5) contact hours per year of service up to a maximum of 50 credit hours upon inclusion of the bargaining unit provided there was no lapse in continuity of service. Seniority will begin with the first load hours after retirement.~~

## ARTICLE XI: COURSE ASSIGNMENTS

- 11.1 Members of the part-time faculty bargaining unit who have taught satisfactorily shall have the expectation of being assigned available courses according to qualifications, seniority, and availability.
- 11.2 Full-time faculty members have priority in the selection of all courses.
- 11.3 Courses shall be assigned by the department chairs to part time faculty in the following manner:
- 11.3a The department chairs will send out the Teacher Availability Form to all part-time faculty in the department asking for the availability and section preference for the upcoming semester one week following the announcement of the fall, J-term, spring and summer schedule.
- 11.3b Within two weeks of their receipt of the Teacher Availability Form, part-time faculty shall submit to their department chairs their preferences, in order of priority, for the following semester or Summer Session. Once the part-time faculty member returns the Teacher Availability Form to the department chair she shall begin to the assignment of courses based upon the course availability and preferences.
- 11.3c Based upon the information contained on the Teacher Availability Form, department chairs, will assign part time faculty to courses based on qualifications, seniority, and availability and inform part-time faculty of their assignment whenever possible no later than 15 days prior to the start or the next semester or Summer Session. If a department chair cannot notify part-time faculty in her department by 15 days prior to the start of the semester she will notify the Part-time faculty association.
- 11.3d Upon notification of their assignment, part-time faculty members will have 72 hours to accept or reject their assignment and inform the department of their decision.
- 11.3f When two or more faculty members sign up for the same section, time in service will be the determining factor in the assignment of courses.

Summary of course assignment steps:

Step 1 – Publication of College fall, spring and summer Schedule

Step 2 – Within one week of publication, department chair distributes Teacher Availability Form

Step 3 – Within two weeks after distribution of Teacher Availability Form it is returned by part-time faculty

Step 4 – 15 Days prior to start of next semester, department chairs inform part-time faculty of their assignment

Step 5 – Within 72 hours part-time faculty accept or reject their assignment.

11.4 If the need arises for a full-time faculty member to teach a course already assigned to a part-time faculty member, the department chair shall make a reasonable attempt to make such change(s) in part-time faculty assignments according to qualifications, seniority, and availability of part-time faculty within the department and shall inform any part-time faculty member affected by such change(s) for the reason for that change. Provided the part-time faculty member affected by the reassignment is not the least senior part-time faculty member in the department, the department chair shall make a reasonable effort to attempt to reassign the affected member. In such instances the number of reassignments of the affected part-time faculty shall not exceed two (the person initially replaced by the full time faculty member and one other part-time faculty.)

11.5 Part-time faculty who cover absences shall be compensated on a prorated basis for that portion of the semester they cover.

#### 11.6 Assignment

Normally a part-time faculty assignment is a maximum of two courses or the equivalent of 8.5 contact hours, whichever is less. Circumstances may warrant the assignment of more than two courses or the equivalent of 8.5 contact hours in a given semester, subject to the provisions in Appendix A on page 27.

11.7 If the course assignment is cancelled during the first week of class the part time faculty member shall be paid a stipend of \$100. The maximum cancellation fees per semester shall not exceed \$10,000 for the entire bargaining unit.

## ARTICLE XII: ACADEMIC FREEDOM

Academic Freedom is essential to the College and its faculty and applied to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental to the protection of the rights of the teacher in teaching and to the students for freedom and learning. It carries with it duties correlative with rights. The teacher is entitled to freedom in the classroom in discussing their subject.

## ARTICLE XIII: LEAVES OF ABSENCE

- 13.1 Part time faculty members shall notify, in a timely manner, their department if they will be absent due to sickness or unforeseen personal reasons. No more than 7% of class time may be covered by such a granted leave of absence without loss of pay, provided classes are covered by other qualified faculty or outside classroom activities are assigned or classes are rescheduled during the semester or some other academically appropriate option is used, as approved by the department chair.
- 13.2 Each part time faculty member shall be granted up to four consecutive days leave with full pay for death in the immediate family, i.e. parents, stepparents, siblings, stepsiblings, spouse, domestic partner, children, stepchildren, in-laws, grandparents, step-grandparents, grandchildren, step-grandchildren, or any person living in the faculty member's household.
- 13.3 If, after a course assignment has been made a faculty member is unable to teach due to illness, parental obligations, military or for personal reasons, he or she may apply for a leave of absence. The part time faculty member must make application in writing to the chairperson for approval. An approved leave will not be construed as a break in service.
- 13.4 Part time faculty members who are required to report to court in person in response to a jury duty summons, or who are required to report for jury examination of qualification or who are required to serve on a jury, shall receive their regular salary during these absences, less their jury pay.

## ARTICLE XIV: ALTERATION OF AGREEMENT

It is hereby agreed that any alteration of Agreement or modifications of this Agreement shall be binding upon the parties hereto only if agreed in writing by both parties. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XV: SAVINGS CLAUSE

Should any provision of this Agreement or any application thereof, become unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects, the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XVI: NO STRIKE OR LOCKOUTS

The Union and its members will not cause, call or sanction any strike, work stoppage, or slow down, nor will the Council lock out bargaining unit members during the term of this Agreement. It is agreed that all provisions of this Agreement are binding on each of the bargaining unit's members covered by this Agreement.

ARTICLE XVII: CONTRACT EXPIRATION AND DURATION

The contract shall be effective from date of ratification by both parties ~~to August 31, 2018~~, excepting that the wage increases outlined in Appendix B will be as scheduled.

For the Council for Postsecondary Education

For the CCRI PTFA/NEARI Part time faculty

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

1. The attached list of part-time faculty members have taught more than the maximum course load set forth in Article 11.6 prior to the effective date of this Agreement and may teach up to the equivalent of 3 courses per semester, if assigned by the Department Chair and approved by the Dean. Such approval will not be unreasonably withheld. All other provisions of Article 11 shall apply. This Appendix shall remain in effect through June 30, 2022; it will expire unless expressly extended in writing by the parties.
2. A bargaining unit member who believes that he/she has been inadvertently left off the attached list may appeal to the department chair, and if the information is verified by the appropriate dean, may be included on this list. The deadline for filing an appeal is December 31, 2016. No appeals will be accepted after that date.

## APPENDIX B

### Salary Increases/Pay Schedule

1. Part-Time Faculty shall receive across the board salary increases as follow:

A: ~~September 1, 2015: 3% — \$74.16 per contact hour~~

B: ~~September 1, 2016: 3% — \$76.38 per contact hour~~

C: ~~September 1, 2017: 3% — \$78.67 per contact hour~~

A: January 1, 2019 - \$82.00 per contact hour

B: September 1, 2019 - \$85.00 per contact hour

C: September 1, 2020 - \$88.00 per contact hour

2. The pay schedule for part-time faculty will be:

A: Fall semester – 4 pay periods

B: Spring semester – 4 pay periods

C: Summer session 1 – 2 pay periods

D: Summer session 2 – 1 pay period

**~~NOTE: The current salary for a three (3) credit course is \$2700 and the new rate with 3% increase will be \$2781 per course.~~**

