

AGREEMENT

between the

RHODE ISLAND COUNCIL  
ON POSTSECONDARY EDUCATION

and the

PROFESSIONAL STAFF ASSOCIATION  
AT RHODE ISLAND COLLEGE  
AFT/AFL-CIO Local 3302

for the period

July 1, 2022 to June 30, 2025

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## PURPOSE

It is the purpose of this Agreement to carry out the policy of the Rhode Island Council on Postsecondary Education as incorporated in this Agreement by encouraging a harmonious and cooperative relationship between the Council and its employees by providing for procedures that will facilitate free and frequent communication between the Administration and its employees.

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the Rhode Island Council on Postsecondary Education and agree further that sound labor-management relations are essential to carry out this end.

## MEMORANDUM OF AGREEMENT

This Agreement is made and entered into as of July 1, 2022 by and between the Rhode Island Council on Postsecondary Education, hereinafter referred to as the Council or the Employer, and the Professional Staff Association at Rhode Island College, Local 3302, American Federation of Teachers, AFL-CIO, hereinafter referred to as PSA@RIC.

### ARTICLE I: RECOGNITION AND DEFINITIONS

#### A. Recognition

1.1 The employer, pursuant to certification decisions of the Rhode Island State Labor Relations Board in Cases EE2087, 2097, recognizes the PSA@RIC as the sole and exclusive bargaining agent for all staff members within the bargaining unit.

#### B. Definitions

1.2 The term "Administration" shall be defined as the President, the Vice Presidents, and other top-level supervisors of the College excluded from the bargaining unit by the Rhode Island State Labor Relations Board.

1.3 The term "Council" as used in this Agreement refers to the Rhode Island Council on Postsecondary Education.

1.4 The terms "College" and "RIC" refer to Rhode Island College.

1.5 The term "College Division" shall mean the major operating units of the College that report to the President or to a Vice President.

1.6 The term "Department" as used in this Agreement refers to sub-units or offices within a College Division.

1.7 The unqualified term "Staff" as used in this Agreement means a member or members of the bargaining unit as defined in Section 1.1 of this Agreement.

1.8 The term "President" as used in this Agreement means the chief executive officer or acting chief executive officer of Rhode Island College.

- 1.9 The term "PSA@RIC Officer" as used in this Agreement means any duly elected officer of the Professional Staff Association at Rhode Island College, Local 3302, American Federation of Teachers, AFL-CIO.
- 1.10 The term "PSA@RIC Representative" as used in this Agreement means any representative of the Professional Staff Association at Rhode Island College who has been officially designated in writing as such by the President of the Professional Staff Association at Rhode Island College.
- 1.11 In those instances where an office, department, or unit that employs PSA@RIC members does not report to a Vice President but reports directly to the President, all references in this Agreement to actions that are to be undertaken by the appropriate Vice President shall be construed to vest the President with those specific responsibilities.
- 1.12 Unless otherwise specifically provided within this Agreement, the term "working day" shall refer to any day, Monday through Friday, inclusive, excepting any legal state holiday or day on which such state holiday is observed, as provided in the General Laws of the State of Rhode Island. These holidays are enumerated in Section 17.17 of this Agreement.
- 1.13 The term "limited-term" appointment shall refer to positions related to special projects and/or shorter-term initiatives which, when posted, are available for a specified period of time, which normally shall not exceed three years.
- 1.14 The term "career ladder" shall refer to a group of positions identified as part of a multi-year career progression.

## **ARTICLE II: ASSOCIATION RIGHTS**

- 2.1 The Council and PSA@RIC encourage periodic meetings between the President, or his or her designee, and PSA@RIC representatives for the purpose of discussing the terms and conditions of employment covered by this Agreement, and other such matters as fiscal/budgetary or institutional planning/reorganization, that may be of concern to either party. Such meetings shall be arranged in accordance with applicable circumstances at the mutual convenience of the President and PSA@RIC representatives. The parties shall have the obligation to share with each other the information necessary to facilitate these discussions.

In case of a reorganization as defined as a change in the published organizational chart, or position movement from one Division to another, the Administration will notify the Association in writing of the pending reorganization twenty (20) working days prior to its implementation.

## **ARTICLE III: MANAGEMENT RIGHTS**

- 3.1 The PSA@RIC recognizes that the Council, the Commissioner of Higher 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.

- 3.2 Except as hereinafter specifically provided, the operation and administration of Rhode Island College, 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 Council or any agent thereof.
- 3.3 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 jurisdiction, the parties shall meet to renegotiate the items in question within ten (10) working days after such a ruling has been made.

**ARTICLE IV: NONDISCRIMINATION CLAUSE**

- 4.1 The Council and the PSA@RIC agree not to discriminate in any way against staff covered by the Agreement on account of race, religion, creed, color, national or ethnic origin, religion, sex, sexual orientation, gender identity or expression, genetic information, age, disability status, marital status, citizenship status, veteran status, or political affiliation.
- 4.2 The PSA@RIC and the Council shall not discriminate against, interfere with, restrain or coerce a staff member for exercising the right to join or not join the PSA@RIC and will not discriminate against the staff member in the administration of the Agreement because of membership or non-membership in the PSA@RIC.

**ARTICLE V: DUES DEDUCTION - AGENCY SHOP**

- 5.1 Membership in any organization may be determined by each individual employee. Members of the Union shall pay dues, fees and assessments as determined by the Union.
- 5.2 The State Controller shall, upon certification of the exclusive organization, deduct biweekly from said employee's salary said amount and remit the same to the treasurer or designee of the exclusive bargaining organization. The State Controller/Council shall not deduct dues, fees or assessments for membership in any other Union.
- 5.3 The Council recognizes the Union's ability to increase 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 in accordance with its Constitution and By-Laws, the Council 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.
- 5.4 The appointing authority shall give written notice to the President of the Union of all new employees within the bargaining unit who become eligible for membership in the PSA@RIC. Said notice shall be given monthly and shall include the employee's name, address and date of hire.
- 5.5 The Council will discontinue such deductions if notified by the Union in writing. In the event the Council receives such notification by an employee, it shall refer the employee to the Union. The Union is fully responsible for responding to objections by an employee regarding their dues, fees and assessment deductions.

- 5.6 The Union shall indemnify and hold the Council 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 Council in reliance upon the Union's representation that its dues, fees and assessments have been lawfully increased of 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.
- 5.7 The Council agrees that it shall forward twice each year to the Union the list of bargaining unit members and their mailing addresses.

#### **ARTICLE VI: PSA@RIC COMMITTEES**

- 6.1 Designated PSA@RIC representatives or officers shall be granted time with pay during working hours to investigate and seek to settle grievances. Hours of work utilized for such union business will be reported on the staff member's biweekly attendance report.
- 6.2 No PSA@RIC committee member or representative shall be discriminated against as a result of the performance of PSA@RIC business.
- 6.3 The PSA@RIC shall furnish the Council and the Administration with a written list of its officers and representatives and shall notify the Council and the Administration of any change in such officers and representatives.
- 6.4 American Federation of Teachers representatives will be permitted to visit PSA@RIC officers, representatives, and committee members on RIC premises for the purpose of discussing PSA@RIC business.

#### **ARTICLE VII: PERSONNEL FILES**

- 7.1 The College shall maintain an official personnel file in the Office of Human Resources for each staff member who is subject to this Agreement. Only official correspondence relative to a staff member's service and/or professional ability, personnel transactions, and official evaluation reports shall be included in the file. The file shall also include the official job description of the staff member. Whenever material is added to or withdrawn from the file, notification will be sent to the staff member by the Office of Human Resources.
- 7.2 The staff member shall have the right to examine his/her official personnel file at any time upon request during normal business hours and to file a statement in response to any item placed in his/her personnel file.
- 7.3 A designated member of the PSA@RIC having written authorization from the staff member concerned, and in the presence of a representative of the Administration, may examine the official personnel file of that member.
- 7.4 A staff member shall have the right to reproduce all documents in his/her personnel file and to initial such material to indicate he/she has seen it, but the initials shall not indicate agreement with the substance of the material.

- 7.5 No anonymous material shall be placed in a staff member's personnel file.
- 7.6 Materials shown to be false or unsubstantiated shall be removed from a staff member's official personnel file. The burden of proof for false or unsubstantiated material shall rest with the staff member.
- 7.7 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 that relate to a staff member's evaluation, 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.
- 7.8 Each staff member shall be responsible for providing additional pertinent information for an up-to-date personnel file.

**ARTICLE VIII: POSTING OF NEW AND VACANT POSITIONS**

- 8.1 Whenever any new or vacant position occurs the Administration shall consult with the President of PSA@RIC regarding, but not necessarily limited to, the job description and members of the bargaining unit on the recall list. The Administration shall then determine the extent of the search, provided that such action is not in conflict with the Affirmative Action Policy of the College or applicable laws and regulations

The Administration will provide the PSA@RIC President, upon request, with information regarding the status of all new/vacant positions not filled permanently six months after posting.

- 8.2 Notices of all new and vacant positions within the bargaining unit shall be posted on the Office of Human Resources web site for a period of ten (10) working days, and shall be e-mailed to the President of the PSA@RIC. Staff members applying for such vacancies shall make a request in writing to the appropriate authority as specified in the official job posting prior to the end of the posting period. Such postings shall include pay grade, duties and responsibilities, qualifications, and the nature of funding (temporary, limited, permanent) and the term of the position (permanent or limited-term).
- 8.3 The PSA@RIC and the Council recognize the official job descriptions that govern the responsibilities of PSA@RIC staff members. The Council may not change the official job description of a position that is filled by a staff member in the bargaining unit without prior consultation with the member and the PSA@RIC. Such consultation will include a meeting of the Administration, the affected member(s), and the President of PSA@RIC or his/her designee. At this meeting the Administration will advise the parties of the change(s), and the member(s) and the PSA@RIC President or his/her designee will have the opportunity to respond and offer suggestions regarding such change(s).
- 8.4 Whenever a PSA@RIC member is a candidate for a position to be filled in the bargaining unit and is deemed by the Administration to be at least as well qualified as the best qualified candidate(s) acceptable for appointment to that position, the PSA@RIC member will be offered the position, subject to the Affirmative Action Policy of the College as well as applicable laws and regulations.



Should two or more equally qualified PSA@RIC candidates be deemed by the Administration to be at least as well qualified as the best qualified candidate(s) acceptable for appointment to that position, the PSA@RIC candidate with the most seniority will be offered the position. PSA@RIC members who are candidates and are not appointed shall upon request be given a statement of reason(s). Issues arising under this section shall be subject to the grievance procedure only up to the level of the President.

- 8.5 Whenever a staff member is officially appointed by an appropriate appointing authority to a higher level position on an acting basis, the staff member shall be compensated at the minimum of the higher pay grade or receive a 10% adjustment, whichever is greater. In no event, however, shall such compensation exceed the maximum of the higher pay grade.
- 8.6 The Director of Human Resources shall notify the President of the PSA@RIC in advance of requests and recommendations to the Council of Postsecondary Education Personnel Review Committee (PRC) regarding new or existing classifications, Personnel Policy Manual updates, changes in job descriptions, and other pay plan related matters and other personnel or pay plan-related matters relating to members of or positions in the PSA@RIC. Whenever possible this notification shall be one week in advance of the requests or recommendations to the PRC.
- 8.7 Positions may be established with a progressive career ladder. Such career ladders will be identified and indicated in the posting. Staff appointed to positions within an identified career ladder shall, upon completion of performance review(s) in which they meet expectations and upon meeting the qualifications of the next classification in that career ladder, be upgraded to the next approved job grade, but not more than three (3) times. The employee approved to progress will be placed in the next job grade and shall be compensated at the minimum of the higher pay grade or receive a 10% adjustment in each year of the established ladder, whichever is greater. In no event, however, shall such compensation exceed the maximum of the higher pay grade. No other upgrades or requests for salary adjustments may occur during the same period. Current PSA employees who apply for and are appointed to a position within a career ladder will be moved to the position at a salary within the range posted for the position, subject to negotiations between the employee and the College and shall progress as stated above.

#### **ARTICLE IX: HOURS OF WORK**

- 9.1 The basic work week for all staff members covered by the Agreement shall be a thirty- five (35) hour work week, non-standard, consisting of five (5) consecutive days, normally Monday through Friday. It is agreed that the normal work schedule shall be on a calendar year basis (12 months), except where a position is specifically designated as an academic year position.
- 9.2 A staff member may request a modification to his/her current work schedule by submitting a proposal to his/her supervisor, the appropriate division Vice President and the Vice President for Administration and Finance (VPAF). The proposal shall include the modification requested, (which may provide for less than thirty-five hours (in which case, the staff member's salary and benefits would be pro-rated to his/her percentage of full-time status, to the extent lawfully permitted) and the proposed duration.

Such requests may be granted only if recommended by the supervisor, approved by the VPAF, and communicated in writing to the PSA President. The decision of the VPAF to grant or to deny such request is not subject to the grievance procedure. Any such request may be granted in whole or in part. Requests that are granted shall be set forth in writing and shall include the duration of the modified work schedule.

At the conclusion of the duration of any modified work schedule, the agreement may be extended by mutual agreement of the VPAF and the staff member. Any such modification shall not alter the staff member's bargaining unit status; however, in no case shall approval of requests for modified work scheduled be construed to recognize PSA@RIC representation of part-time staff.

9.3 The Administration will not solely, upon its discretion, change any staff member's predetermined work week without prior consultation with the member and the PSA@RIC. Such consultation will include a meeting of the Administration, the affected member(s), and the President of PSA@RIC or his/her designee. At this meeting the Administration will advise the parties of the change(s) and the member(s) and the PSA@RIC President or his/her designee will have the opportunity to respond and to offer suggestions regarding such change(s). In the event that it becomes necessary to alter any work schedules, such alterations shall be made on a fair and equitable basis. Staff members whose work schedules are altered may have such alterations reviewed by the President or President's designee, whose decision shall be final and binding. In the case of any alteration of a staff member's work schedule, the Administration shall give the staff member and the PSA@RIC written notice of its intention to effect the work schedule change not less than two weeks before the date it is intended to become effective.

9.4 The primary professional obligation of all employees at Rhode Island College is to perform fully all assigned College duties and responsibilities; therefore, the College expects that no professional staff members will engage in any other employment during normal working hours unless specified in the staff member's official job description.

Notwithstanding the foregoing, the College recognizes that at times the institution may find it advantageous to encourage certain activities in furtherance of its mission. Any staff member who has an obligation that would cause him/her to be absent from assigned College duties during the normal work week, shall follow established procedures for discharging applicable time as specified in this Agreement.

9.5 It is agreed that when it becomes necessary for the efficient conduct of the business of the College, the appropriate Vice President, President or their designees, may direct or authorize overtime work.

9.6 Overtime work shall be defined as the required performance of work in excess of thirty-five (35) hours per week for eligible staff members.

9.7 When overtime is authorized, a staff member shall be compensated in each or any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no duplication or pyramiding of overtime.

a. Staff members 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 36 to 40. Staff members whose salaries are:

\$39,765 or less July 1, 2022 – June 30, 2023

\$40,759 or less July 1, 2023 – June 30, 2024

\$41,778 or less July 1, 2024 – June 30, 2025

shall be paid at the rate of time and one-half for hours worked in excess of thirty-five (35) hours. Staff members 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.

- b. Whenever a staff member is required to work on a holiday that falls on his/her regularly scheduled work day, he/she shall be credited with the number of hours in his/her official work schedule for that day plus the number of hours actually worked at the rate of time and one-half.
- c. Overtime work is to be made a matter of record and distributed fairly and equitably among staff members capable of performing the work in their respective class of position. In the event that the PSA@RIC believes that overtime is being unfairly and inequitably distributed within the bargaining unit, it may, upon request with reasonable notice, inspect records of overtime.
- d. Hours credited for holidays, sick leave, vacation, compensatory time, and compensable injury, shall be considered as time worked for the purpose of computing overtime.
- e. Employees who travel for/to conferences do not accrue compensatory time for days/hours of travel that occur before or after the normal work schedule; however, employees shall be appropriately reimbursed for approved for travel expenses.

9.8 Members must discharge compensatory time within 90 days from the date that said time is earned, as recorded on the college's online time reporting tracking system. If, however, a member is denied opportunity to expend said compensatory time throughout the ninety (90) day period, he/she shall refer the matter to the VPAF or his/her designee who shall, within fifteen (15) days, at his/her sole discretion, either order the payment of the compensatory time which was accrued within the previous ninety (90) day period, or prescribe a schedule of no more than three (3) months over which this compensatory time shall be expended, or combination of both.

9.9 Compensatory Time at Termination of Service. When the service of any staff member shall be terminated by resignation, dismissal, death, or otherwise, and such staff member shall not have used accrued compensatory time equal to the credits due him/her, such staff member or his/her estate shall be entitled to receive full pay for each hour of accrued time to his/her credit as of the date of termination in a lump sum.

9.10 Call-In Time

- a. Eligible staff members who are called in to work at the college after having left their place of employment and outside their regularly scheduled work hours shall receive not less than (4) hours of pay at their overtime rate.
- b. Employees who are asked to work remotely (waiting to be engaged) outside their regularly scheduled work hours, with advance approval of a supervisor, shall receive not less than two hours of pay at their compensatory/ overtime rate for actual hours worked.
- c. Employees who are asked to work remotely (engaged to wait) outside their regularly scheduled work hours, with advance approval of a supervisor, shall receive their compensatory/ overtime rate for the full period of time they are engaged to wait and for actual hours worked.

**ARTICLE X: ACADEMIC YEAR STAFF AND HENRY BARNARD SCHOOL ACADEMIC YEAR STAFF**

**10.1 Academic Year Staff**

- a. The academic year shall extend from the date of the Administrative Conference that marks the opening of College, normally the Monday one week prior to the start of classes, through the Undergraduate Commencement Day, provided the staff member has completed his or her individual obligations to the College.
- b. Academic year staff members shall receive all state holidays in this period in accordance with the provisions of Article XVII of the Agreement and eighty percent (80%) of the personal days set forth in 17.7 of the Agreement.
- c. Academic year staff members shall be compensated at the rate of 80% of the calendar year equivalent for comparably graded positions as determined herein.
- d. Academic year staff members shall accrue sick leave at the rate of 80% of the yearly rate listed in Article XVII of the Agreement (Sick Leave).
- e. Academic year employees shall receive (6) days of vacation during the first year of employment. Thereafter, and for academic year staff hired prior to July 1, 1999, academic year staff shall be granted eleven (11) vacation days per academic year which shall be discharged within said academic year and cannot be carried over. The use of this time shall be mutually agreed to in advance by the staff member, and his/her supervisor. The use of such time shall not be unreasonably withheld.

**10.2 Henry Barnard School Academic Year Staff**

- a. Henry Barnard School staff members on academic year contracts shall abide by the calendar established for the Henry Barnard School.
- b. Henry Barnard School academic year staff members shall receive all state holidays and personal days in this period in accordance with the provisions of Article XVII of the Agreement.

- c. The base salary for Henry Barnard School academic year staff members shall be 80% of the calendar year equivalent for comparably graded positions as determined herein. Said staff members shall be compensated at the rate of their base salary divided by 180 for each day worked in excess of 180.
- d. Henry Barnard School academic year staff members shall accrue sick leave at the rate of 80% of the yearly rate listed in Article XVII of the Agreement (Sick Leave).
- e. Henry Barnard School academic year PSA staff members follow the HBS calendar and are not required to work during scheduled school vacation periods. Such school vacation periods are considered HBS staff employee "vacation" periods and are not counted in the 180 academic year school days. HBS staff do not accrue and are not eligible for any additional vacation time off.

**ARTICLE XI: EVALUATION**

- 11.1 The performance of all staff members shall be evaluated at least once annually between June 1 and July 1, but normally not more than two (2) times each year. The evaluation, initiated by the immediate supervisor at the request of the Administration, shall be based on that member's current official job description.

New staff members shall be considered as probationary members for the first twelve (12) months of their continuous employment in the non-classified staff service at Rhode Island College. The performance of a probationary staff member shall be evaluated at least once while they are on probationary status.

- 11.2 The evaluation shall include a summary description of the individual's performance during the period under review. Each staff member shall be apprised of his/her evaluation during a personal conference between the supervisor and staff member prior to the formalization and submission of the evaluation to the Administration. The evaluation form shall be read and signed by the staff member to indicate that he/she has read the evaluation but the signature need not imply agreement. The staff member may append to the evaluation any appropriate comments he/she wishes.

The evaluation, along with any appended comments, shall then be forwarded to the President through the appropriate supervisors, who shall acknowledge their review of the evaluation and make recommendations thereon if they desire. Whenever an administrator rejects or modifies a recommendation by a supervisor to the disadvantage of a staff member, he/she shall notify the supervisor and the staff member in writing stating his/her reasons.

The evaluation will be forwarded to the President who shall review the evaluation and all additional documents, take appropriate action, and return all to the supervisor and the staff member.

- 11.3 No evaluation shall be based on anonymous, erroneous, or unsubstantiated material. Staff members shall be offered constructive criticism, and specific areas of improvement shall be noted, if appropriate, on an ongoing basis.
- 11.4 The evaluation form shall include an attachment which shall set forth the provisions of this Article to provide direction and guidelines to the evaluator.

**ARTICLE XII: DISMISSALS, DEMOTIONS, AND SUSPENSIONS**

Standards for Notice of Dismissal

- 12.1 All staff members shall serve an initial probationary period of one (1) year. The termination of such staff members in accordance with Articles XI and XII shall not be subject to the grievance procedure. A probationary staff member may be dismissed with a written statement containing reasons for such dismissal and shall be provided a ten (10) working day written notice of said dismissal, or pay in lieu thereof. In the event that a staff member changes positions prior to the completion of the probationary period, he or she shall continue to serve in a probationary status in the new position for a period of six (6) months or up to a total period of one (1) year, whichever occurs later.
- 12.2 A staff member who has served his/her probationary period, but less than two (2) years, and as a result of his/her evaluation is deemed to be incompetent and/or inefficient, shall be warned in writing that his/her performance is below expectation and advised that he/she has four (4) months to correct the deficiency. If said staff member fails to perform at an acceptable level after the four (4) month period, he/she may be dismissed.

A staff member who has served for two (2) or more years and as a result of his/her evaluation is deemed to be incompetent and/or clearly inefficient shall be warned in writing that his/her performance is below expectation and advised that he/she has six (6) months to correct the deficiency. If said staff member fails to perform at an acceptable level after the six (6) month period, he/she may be dismissed.

Discipline and Discharge

- 12.3 It is agreed that the Administration may reprimand, demote, suspend, or dismiss a staff member who has successfully completed his/her probationary period, only for just cause.
- 12.4 It is agreed that the Administration may demote or suspend a probationary staff member with a statement of reasons.
- 12.5 In cases of a demotion, the Administration shall give the staff member and the PSA@RIC written notice of its intention to effect 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.

A staff member may be granted a voluntary demotion upon request if a position exists and such an accommodation is not detrimental to the operation of the department or College when

recommended by the appropriate supervisor and approved by the President or President's designee.

- 12.6 In the case of a suspension or dismissal, the Administration shall notify the staff member and the PSA@RIC on or before the effective date of such action. 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 or dismissal is to take place.
- 12.7 All cases of reprimand, demotion, suspension, and dismissal (other than probationary staff members) shall be subject to appeal through the grievance procedure and to arbitration if the staff member and/or the PSA@RIC notifies the Administration in writing that he/she has been unfairly treated and states the reason therefor.
- 12.8 In the event that a staff member is demoted, suspended, or dismissed under this section, and the staff member appeals said action and his/her appeal is sustained, he/she shall be reinstated to his/her former position and compensated at his/her regular rate of pay for any time lost during the period of such demotion, suspension, or dismissal.

### **ARTICLE XIII: BULLETIN BOARDS**

- 13.1 A bulletin board shall be reserved for exclusive use of PSA@RIC in a mutually agreeable location.

### **ARTICLE XIV: FRINGE BENEFITS**

- 14.1 Retirement. Full-time staff members in the bargaining unit are required to participate in the Council on Postsecondary Education Alternate Retirement Plan or other retirement programs made available by the Council on Postsecondary Education after completion of two (2) years of employment and attainment of age thirty (30). After two years of employment regardless of age, members will be informed and may elect to join Council on Postsecondary Education Alternate Retirement Plan or other retirement programs made available by the Council on Postsecondary Education. Staff members who are members of the Rhode Island Employees' Retirement System of Rhode Island (ERSRI) at the time of employment at the College may elect to remain in the ERSRI.

The two-year waiting period will be waived for new staff members transferring from other institutions who already own a 403(b) contract, and for new staff members who have at least five years of experience in the field for which they have been hired and have reached age 30.

- 14.2 Disability Insurance. All full-time staff members who are members of the Council on Postsecondary Education Alternate Retirement Plan or who will be eligible for membership in the future and who have one (1) year of service at the College are covered by disability insurance. Also covered are full-time staff members with one (1) year of service at the College and who have less than seven years of service in ERSRI. Staff members with seven (7) years of membership in ERSRI are eligible for total disability benefits under that program and are not eligible under the disability insurance plan.

14.3 Group Life Insurance. It is agreed that all staff members shall be eligible to participate in the State Employees' Group Life Insurance Program as established by 26-12-6 of the General Laws of 1956, as amended, unless designated in writing that he/she desires not to be insured.

14.4 Tax Deferred Annuity Program. Full-time staff members within this bargaining unit are permitted to request 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.

14.5 a. Health Insurance.

For the term of the 2018-2021 contract the health insurance benefits extended to bargaining unit members shall be those for which the Director of Administration has contracted in accordance with RIGL 36-12 including but not limited to health insurance, prescription, dental and vision/optical benefits.

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 such 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. The provision shall expire at 11:59 P.M., June 30, 2021.

For the period between 7/1/2018 and 12/31/2018 the health insurance benefits, terms, premium sharing and costs shall be those negotiated in the 2015-2018 Contract.

Premium Sharing: for the term of the 2015-2018 contract, all employees will participate in premium sharing on a percentage of premium basis.

Effective July 1, 2022:

Individual Plan		Family Plan	
Less than \$118,520	20%	Less than \$59,259	15%
\$118,520 and above	25%	\$59,259 to less than \$118,520	20%
		\$118,520 and above	25%

The State will maintain the current health benefits through December 31, 2018, through a product provided by United Health Care, or a substantially equivalent package of benefits delivered through a PPO.

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 percentage levels for eligible employees shall be increased by 2.5% effective January 1, 2019, by 2.5% July 1, 2019, and by 2.5% July 1, 2020.

Effective July 1, 2023:

Individual Plan		Family Plan	
Less than \$121,483	20%	Less than \$60,740	15%



\$121,483 and above	25%	\$60,740 to less than \$121,483	20%
		\$121,483 and above	25%

Effective July 1, 2024:

Individual Plan		Family Plan	
Less than \$124,520	20%	Less than \$62,259	15%
\$124,520 and above	25%	\$62,259 to less than \$124,520	20%
		\$124,520 and above	25%

Employee Waiver shall be \$1,001 (prorated at \$38.50 per pay period).

Effective July 1, 2008 there will be a ten percent (10%) cap on premium escalation.

If two (2) State employed spouses hired into state service on or after July 1, 2015 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 earner of the two (2) spouses as determined by the 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.

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.

Wellness Program:

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 as set forth in the "Wellness Incentives" section below.

The Wellness Incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, obtaining a primary care physician, wellness coaching programs, preventive screening, 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, as set forth in the "Wellness Incentives" section below.

Health Insurance Benefits:

The State will maintain the current health benefits through December 31, 2018, through a product provided by United Healthcare, or a substantially equivalent package of benefits delivered through a PPO. 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

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 the pharmacy out-of-pocket maximum.

- 1) The following in-network copays shall be in effect for the Anchor Plus Plan:  
 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 – inpatient: 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.

- 1) The following in-network copays shall be in effect for the Anchor Plan:  
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 – in-patient: coinsurance after deductible, outpatient: coinsurance after deductible;
- 10) Emergency room copay- coinsurance after deductible;
- 11) Ambulance: coinsurance after deductible;
- 12) Urgent care copay-insurance after deductible;
- 13) Physical therapy, occupational therapy and speech therapy copay-coinsurance after deductible.

Employee Drug Copay: Effective January 1, 2019, the following in-network copays shall be in effect:

A) Anchor Plus Plan and Anchor Plan:

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

Tier 1	Tier 2	Tier 3	Tier 4
\$10.00	\$35.00	\$60.00	\$100.00

The drug copay by mail order shall be as follows:

Tier 1	Tier 2	Tier 3
\$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.

B) 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:

Tier 1	Tier 2	Tier 3	Tier 4
\$10.00	\$35.00	\$60.00	\$100.00

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

Tier 1	Tier 2	Tier 3
\$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.

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

Dental and Vision Programs:

A) Dental:

The State will provide a dental plan for the employees and their family.

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

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.

B) Vision:

The State will provide a vision plan for employees and their family. 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.

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.

### Wellness Incentives

In addition to the Diabetes Prevention Program, the following wellness incentives shall be available to employees up to a maximum of \$1000 per year.

#### A) Rewards for Wellness

1. 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.
2. 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.

#### B) Annual Preventive Exam Incentive

1. 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.
2. 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.

#### C) Diabetes Prevention Program (DPP) Completion Incentive

Employees that attend a minimum of 20 out of 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.

The co-share deductions per pay period are listed on the state website:

<http://www.employeebenefits.ri.gov/> Health Co-Share

**b. Retiree Health Insurance**

Changes in retiree health insurance coverage will be effective July 1, 2008; the Pre-65 retiree 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 - 0.5% of base salary

7/1/08 - 0.75% of base salary

7/1/09 - 0.9% of base salary

Eligible employees retiring before July 1, 2008 from active service with the BOG shall receive the same retiree health care insurance benefit that is currently offered, 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. Upon attaining the age of 65 these employees shall receive the Post-65 Medicare supplemental coverage based on their years of service at their retirement age.

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 supplemental coverage.

#### 14.6 Tuition Waiver

- a. Tuition waiver is applicable only to full-time non-classified employees of the Council for 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.
- b. Tuition waiver only applies to institutions under the jurisdiction of the Council for 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 § 152(d), 152(h), and 152(t)(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.
- c. An employee must provide evidence of marriage, domestic partnership, or dependency in order to receive a tuition waiver hereunder.
- d. However, pursuant to RIGL § 16-97.7 no eligible employee of the Council for Postsecondary Education, his or her spouse, domestic partner or dependent children, shall receive a tuition waiver as a result of employment status with the Council for 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.
- e. 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 for Postsecondary Education must be a full-time employee on the date of the first day of classes for that semester or session.



- f. If an employee is an otherwise "eligible employee" but is on leave without pay, neither the employee nor his or her spouse or domestic partner, as defined in R I GL § 36-12-1, or dependent children are eligible for tuition waiver unless specifically approved by the institution.
- g. Tuition waivers are not applicable to non-credit courses.

14.7 Travel. Reimbursement for travel expenses shall be at the prevailing State rate in accordance with regulations of the State of Rhode Island and approval has been granted by the appropriate Vice President or President, or their designees.

14.8 Whenever a member of the bargaining unit has requested and received approval by the appropriate Vice President 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 President which may be incurred as a result of attendance at such meetings or conferences.

#### **ARTICLE XV: SENIORITY AND LAYOFFS**

15.1 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 staff member within the non-classified staff service at Rhode Island College. Said length of service shall determine the seniority of the staff member. In determining seniority, the staff member's first date of hire in the non-classified staff service at Rhode Island College shall prevail as applicable, unless seniority has been broken. In the event a staff member returns from serving in a non-bargaining unit Council position, the staff member shall retain his/her prior PSA seniority, but not receive a seniority credit for the period of time served in the non-bargaining unit Council position. Staff members hired on the same day shall have their seniority established by a lottery method acceptable to both parties.

15.2 The principle of seniority shall apply in cases of days off, vacation time, and holiday time at the departmental level.

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

b. Any member who is to be laid off shall have the right to proceed in order through the following steps to identify a position which he/she may "bump"/displace:

1. Displace the employee with the least seniority in the same position classification and in bargaining unit. If no such position is available;
2. Displace the employee with the least seniority in the same pay grade within his/her college division, and in the bargaining unit, for whose position he/she is qualified, if no such position is available;

3. Displace the employee with the least seniority in the same pay grade and within the bargaining unit (College-wide) for whose position he/she is qualified, if no such position is available;
  4. Displace the employee with the least seniority (within the bargaining unit) in a lower pay grade (In declining order), first within their division and secondly College-wide, for whose position he/she is qualified. If no such position is available;
  5. Displace a bargaining unit employee with less seniority in a lower grade position formerly held (the same position) if said position still exists and for which he/she maintained qualification.
- c. If an employee following the above process is only able to displace a person in a lower pay grade which involves a reduction in salary, such individual may decline utilization of his/her bumping rights and retain his/her recall rights.
  - c. Any member who is to be laid off is eligible to fill any vacant posted position which has not reached the final stages of the search procedure (which shall be defined as that point when the Search or Screening Committee has completed its duties as charged), 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.
  - d. Any employee exercising his/her seniority under these provisions must possess the necessary qualifications, ability, training or equivalent experience needed to perform the work of the position as stated in the job description. An employee who receives a "bump"/displacement rejection notice may, within ten working days of the date of the notice, request a review of the decision. Any request for review concerning qualifications of an individual to displace another employee will be finally adjudicated by a three-member committee consisting of one member appointed by the Association President, the Director of Human Resources, and one member appointed by the College President subject to the approval of the President of the Association. The committee has ten working days from the date of the employee's request for review to issue a decision.
  - e. Any member who is to be laid off is eligible to fill any vacant posted position which has not reached the final stages of the search procedure (which shall be defined as that point when the Search or Screening Committee has completed its duties as charged), 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.
  - f. Any member whose position is supported primarily by research grant funds, federal funds, or other outside funds shall not be eligible to displace any other individual in

PSA@RIC. Such staff members shall have their names placed on the recall list for two (2) years from the date of layoff, unless the individual has attained statutory status in accordance with the provisions of § 36-4-59 of the Rhode Island General Laws.

- e. Any staff member of PSA@RIC may apply for or be offered a position covered by Article 15.3f. Such staff member shall continue to accrue seniority while working in that position, according to Article 15.1.
- 15.4 The Administration shall prepare and forward to the President of PSA@RIC a seniority list of all staff members. Revised seniority lists shall be furnished to the PSA@RIC every six (6) months if so requested.
- 15.5 Loss of Seniority. A staff member shall lose his/her seniority for the following reasons:
- a. Voluntary resignation;
  - b. Termination not reversed through the grievance procedure;
  - c. Retirement;
  - d. When a staff member fails to notify the Departmental Director or appropriate supervisor of his/her absence from work within three (3) working days unless extenuating circumstances prohibit such notification;
  - e. Failure to return to work within fifteen (15) working days after recall from layoff;
  - f. When a staff member has been laid off in excess of two (2) consecutive years;
  - g. When a staff member fails to renew a leave of absence;
  - h. When a staff member engages in other work without authorization while on leave of absence.
- 15.6 Any staff member who has been laid off shall have his/her name placed on the recall list for two (2) years from the date of layoff. Staff members shall retain their seniority while they remain on the recall list.
- 15.7 Prior to the implementation of any reduction in force among staff members in the bargaining unit, the President shall consult with the President of PSA@RIC relative to the proposed layoffs.

It shall be the declared objective of this consultation to minimize the adverse effects of the layoff or reduction in force. The President of PSA@RIC shall be entitled to make his/her views and recommendations concerning the implementation of the layoff or reduction in force known to the President.

The College will make every effort to the maximum extent possible to utilize existing funded vacancies within the bargaining unit and to place employees who would otherwise be laid off in those positions.

To further minimize the adverse effects of any layoff or reduction in force upon staff members, the President shall make every effort to accomplish such reductions through attrition.

Staff members who are scheduled to be laid off shall be given at least twenty (20) working days' notice prior to such layoff, stating the reasons for the layoff. A copy of all layoff notices shall be sent to the President of PSA@RIC at the same time that staff members are notified of their scheduled layoff. In addition, the Vice President for Administration and Finance shall provide the President of PSA@RIC with an up-to-date copy of the seniority list as well as copies of all current official job descriptions.

Not later than five (5) working days following the above notification, the President of PSA@RIC shall meet with the Vice President for Administration and Finance to inform him/her of those positions against which personnel who are scheduled for layoff wish to assert their seniority (bumping rights).

Not later than five (5) working days following the receipt of the bumping list from the President of PSA@RIC, the Vice President for Administration and Finance shall inform the President of PSA@RIC of the Administration's determination under Sections 15.3b., 15.3c., and 15.3d.

- 15.8 An employee who has been laid off shall be given preferential employment rights to any newly created or vacant position within the bargaining unit provided that he/she is qualified for the position. Individuals who elect to apply for a posted position will do so within the time limit specified by the posting. Their application will contain the statement that "they are exercising recall rights in accordance with the PSA@RIC Agreement." The individual will submit the application according to the instructions on the posting.

The Office of Human Resources shall alert the screening committee/interviewer to this application and require the screening committee/interviewer to declare whether the individual possesses the qualifications necessary to perform the available work in accordance with the official job description. If the individual is deemed to be qualified by the screening committee/interviewer, that individual will be hired in accordance with the Agreement. If the individual is deemed not to be qualified, the screening committee/interviewer shall put in writing the reasons, which shall be signed by the appropriate administrative representative and returned to the Office of Human Resources with copies to the individual and the union.

- 15.9 The determinations made by the Administration under Section 15.3b., 15.3c., 15.3d., 15.3e., and Section 15.8 are subject to the grievance procedure only to the level of the President.
- 15.10 An individual who is recalled to a position in a different classification from which they were laid off shall serve a twelve (12) month probationary period in the new classification. The College may place any such staff member on the recall list in accordance with Section 15.6, with a written statement of reasons, at any time prior to the conclusion of the probationary period.

#### **ARTICLE XVI: SICK LEAVE BANK**

- 16.1 For the duration of this Agreement, a process shall be available to assist any PSA member with a catastrophic illness and/or injury who has exhausted all available leave including advanced sick leave days provided under 17.4. This process shall seek to provide temporary, short-term leave,

not to exceed six months in duration. The role of the applicant, the Administration, and the PSA@RIC in this process shall be as follows:

16.2 Applicant

- a. The individual must have a catastrophic illness or injury that precludes her/him from performing the duties of her/his position and shall have exhausted all accrued leave and any additional leave provided by the College.
- b. The individual must provide medical documentation, of sufficient nature, to the College's designated representative. In the event that a disparity arises, both the individual and the College shall choose one licensed medical practitioner who shall review and issue a determination that shall be binding upon all parties.
- c. The individual agrees to provide information and shall make herself/himself available if requested
- d. The individual shall receive not more than six months leave which shall cease if the individual's medical condition no longer prevents her/him from performing the duties of her/his position.

16.3 The College Administration

- a. The Administration shall review such requests and provide the individual with a decision in a timely manner.
- b. If the Administration grants an individual's request, it shall notify the President of the PSA@RIC of the total number of hours that must be provided by PSA@RIC members to meet the request.
- c. The Administration shall have the right to request and receive reimbursement from the PSA for the administrative actions involved in reducing the accruals of members who have voluntarily forgone the opportunity to utilize accrued leave to help a colleague.

16.4 The PSA@RIC

- a. The PSA shall provide the Administration with a list of individuals who have agreed to a transfer of their accrued personal, vacation, compensatory, or sick leave to the sick leave bank. This list shall include each member's name, the type of leave, and number of hours for each type of leave. The total hours transferred by all members shall not exceed six months. In the event that all hours offered are not used, the hours shall not be reimbursed to those members who contributed them. The sick leave bank may be replenished as needed following the above procedure.
- b. The PSA shall provide reimbursement to the Administration for reasonable costs associated with the administrative aspects of accrual transfers, if requested.

16.5 Special circumstances and/or requests for deviations from this process shall be at the discretion of the College President and the President's decision on such issues shall not be subject to the grievance procedure.

## **ARTICLE XVII: LEAVES**

- 17.1 Sick leave (also refer to Article XVI) 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 on a member of the immediate family who is ill. 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 nonworking hours.
- 17.2 Staff members shall accrue four (4) hours for each biweekly period of service. When the total accumulation shall amount to 875 hours (125 days) for a staff member assigned to a thirty-five (35) hour work week, or a nonstandard or nonscheduled 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 member shall be terminated by retirement (which for the purposes of this section shall mean voluntary separation from service that qualifies the employee for the employee's retirement benefit pursuant to the applicable retirement plan) or death, such staff member or his/her estate shall be entitled to receive full pay for each hour of accrued sick leave to his/her credit as of the date of termination according to the following formula:
- A thirty-five (35) hour per week staff member, or a nonscheduled or nonstandard staff member shall be entitled to receive full pay for 50% of all accrued sick leave over 390 hours up to and including 630 hours and full pay for 75% of all accrued sick leave over 630 hours up to and including 875 hours.
- 17.3 The Administration may require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of three (3) consecutive work days.
- 17.4 Advanced Sick Leave. Staff members may be granted advanced sick leave not to exceed seventy (70) hours when all sick leave and annual vacation leave have been exhausted. The request must be approved by the appropriate Vice President after consultation with the Director of Human Resources at the recommendation of the appropriate supervisor or Vice President. Upon similar application, consideration may be given for an additional thirty-five (35) hours advance sick leave. Advance sick leave will be paid back on a biweekly accrual basis after return to work. Accruals will be subtracted from the advance sick leave until a 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.
- 17.5 Whenever a staff member shall be absent from his/her duties and receiving compensation as provided in the Workers' Compensation Laws, he/she shall be granted a sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is

paid as an addition to Workers' Compensation payments, and the total of the two 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.

- 17.6 Bereavement Leave. Each staff member shall be granted leave with pay for four days for a death in the immediate family. The immediate family shall include father, mother, brother, sister, husband, wife, domestic partner, civil union partner, son, daughter, grandchild, grandmother, grandfather, mother-in-law, father-in-law, step-child, step-parent, brother-in-law, sister-in-law, and any person living in the staff member's household. Days needed beyond four (4) may be taken from sick leave or personal days.

An employee shall be granted a bereavement day for attendance at the funeral of a relative in the first degree by blood or marriage (i.e., aunt, uncle, niece, nephew, cousin in the first degree).

- 17.7 Special Time Off. Whenever it appears desirable, in the best interests of the Council and its employees, to allow collective absence from duty, the President or President's designee may excuse staff members at a stated time, provided that enough staff members remain on duty to maintain contact with the public and to carry on crucial work.

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.

- 17.8 Personal Days. Each staff member shall receive four (4) days leave with pay per calendar year for the purpose of attending to personal business. 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 the proper conduct of the office. New employees will have personal days pro-rated in their first year of employment as follows: employees hired between January 1 and April 30 will receive four (4) days; employees hired between May 1 and August 31 will receive three (3) days; employees hired after September 1 will receive two (2) days.

Personal leave credits cannot be carried over from year to year.

- 17.9 Military Training Leave. Staff members covered by this Agreement who, by reason of membership in the United States Military, Naval or Air Reserve, or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in 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 training leave with pay not to exceed fifteen (15) working days in any one calendar year.
- a. Should the staff member be required to participate in such training activities for a period greater than fifteen (15) working days, he/she shall be granted leave without pay for this period.

- b. During the period of military training leave with pay, the staff member shall accrue sick and vacation leave credits.
- c. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods voluntarily engaged in by the staff member beyond the training period required generally of the staff members of the respective armed service.

17.10 Jury Duty. Every staff member covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty and shall receive for such period of jury duty his/her regular pay or his/her jury duty pay, whichever is the greater.

17.11 Parental Leave.

- (a) Staff members with one or more years of service shall be granted six consecutive weeks, inclusive of paid holidays, of paid parental leave upon the birth of a child or the placement of an adopted child under the age of twelve (12) years. Staff members should provide at least one month's notice prior to the start of the leave, whenever possible.
- (b) Additional time needed beyond said six consecutive weeks due to medical reasons may be charged to sick leave, with proper medical documentation.

17.12 Leave Without Pay. It is agreed that, upon written application to the appropriate Vice President or President, a staff member who has served his/her probationary period (or in the case(s) of maternity or adoption of a child less than twelve (12) years old has completed six (6) months of continuous employment) may be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal, for reason of personal illness, disability, or other purpose(s) deemed proper and approved by the Administration.

At the expiration of such leave, the staff member shall be returned to the position from which he/she is on leave at the same salary the staff member would have been earning if he/she had not been on leave without pay.

Seniority shall be retained during all leaves without pay.

Staff members on leave without pay due to personal illness, disability, parental leave, or family leave are eligible for State paid health benefits for the duration of their leave, not to exceed one (1) year, and when applicable must pay the employee's share of the optional health plans. If, in unusual circumstances, a leave is extended for more than one (1) year, the employee must transfer to a direct payment plan, at the group rate, for his or her health care, if the employee wishes to maintain coverage.

17.13 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. The College agrees, therefore, to encourage such participation by granting time off with pay during normal working hours. Application for such leaves shall be submitted to the appropriate Vice President, President, or their designees for approval.



17.14 Leave for Professional Development.

- a. The Administration recognizes the importance of professional development and will endeavor to provide such opportunities to staff members. Staff members who have served at least one (1) year full-time may be granted short-term leaves of absence to pursue professional development at workshops, seminars, training, and conventions. This leave shall be granted at regular pay and the recipient, upon the termination of the leave, shall return to his/her duties at the College. Application for such leaves shall be made to the appropriate Vice President, President, or their designees thirty (30) working days prior to the date for which the leave is requested. In certain circumstances, shorter notice for such leave may be considered.
- b. Staff members are encouraged to take advantage of the many training and professional development programs that are offered by Rhode Island College. Staff are also encouraged to discuss individual training and development needs with their supervisors and, where practical, such requests should be granted. The College offers a wide variety of programs to address the education needs of its employees from one-hour programs of instruction to matriculation in undergraduate, graduate, and post-graduate degree programs.

PSA leadership is also encouraged to work with the Administration in recommending programs that would be of interest and value to broader groups of members.

17.15 Sabbatical/Study Leave.

- a. **Sabbatical Leave.** A member of the PSA@RIC who has served for at least six (6) years of continuous service may, subject to the approval of the President, be granted a leave of absence for study, research, or other professional improvement for a period of one (1) year (two semesters in the case of academic year staff members) at half-pay or for a period of six (6) months (one semester in the case of academic year staff members) at full pay, with the understanding that he/she shall return to his/her duties at the College for at least one (1) year upon the termination of the leave, unless by mutual agreement between the staff member and the President it is deemed inadvisable. Staff members may select the time period (semester in the case of academic year staff members) in which they take a sabbatical leave if they specify it in the initial application. Upon return from sabbatical leave a staff member's salary shall be the same as he/she would have received had the period of his/her leave been spent in the service of the Council, and he/she shall return to the same position level that he/she held at the time the leave commenced if it exists or, if not, a substantially equivalent level. Time spent on approved leave of absence with or without pay does not constitute a break in continuous service; however, such leave time shall not be credited as continuous service.

A sabbatical/study leave shall not be construed as a break in service, except that staff members on such a leave shall not accrue time for sabbatical leave, study leave, sick leave,

annual leave, or as expressly prohibited by retirement provisions under law. A staff member returning from such leave shall receive the appropriate salary and fringe benefits as if he/she has been continuously employed. A staff member on leave with pay shall retain all fringe benefit entitlements except those expressly prohibited by law.

- b. 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 a 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- month period or one-quarter (1/4) pay for the one-year period. The staff member shall agree in writing to return to the department of the College that he or she left for a period of one (1) year upon the termination of his/her leave, unless by mutual agreement between the staff member and the President it is deemed inadvisable.
- c.
1. A member of the PSA@RIC, on applying for sabbatical/study leave, shall present to the appropriate Vice President a comprehensive plan for study, research, or other professional improvement he/she proposes to take while on leave. An application for sabbatical leave that requires budgeted funds shall be submitted at least twelve (12) months preceding the date on which the leave is to commence. All sabbatical proposals shall be submitted between June 1 and June 30. A copy of the proposal cover sheet should be sent to the President of PSA@RIC at that time.
  2. By September 1 or sooner, if the Vice President determines that the applicant's proposal contains insufficient information, the Vice President will return the proposal to the applicant with an explanation of the area(s) where the proposal is insufficient. By September 15, the applicant shall resubmit the proposal, and by October 15, the Vice President will forward the proposal to the President with a recommendation.
  3. The President will make the final decision and inform the applicant by December 15.

#### Cover Sheet

The cover sheet will contain the following information:

- i. Name of sabbatical applicant.
- ii. Department and College unit.
- iii. Date first employed at Rhode Island College.
- iv. Dates and lengths of previous sabbaticals/study leaves.
- v. Titles of projects of previous sabbaticals.
- vi. Title of current sabbatical proposal.
- vii. Abstract of current sabbatical proposal.

- viii. Date of submission to Department Head, Vice President, and PSA@RIC President.
- ix. Date that Vice President returned the proposal to the applicant for additional information (if applicable).
- x. Date that Vice President forwarded recommendation for approval or disapproval to the President.
- xi. Date of Presidential action.

Contents of the Sabbatical proposal:

The proposal should be described in detail and explained in what ways it would benefit the sabbatical applicant, the institution, and society.

- d. The total number of staff members taking sabbatical/study leave in a given year shall be limited to five percent (5%) of the total PSA@RIC membership; however, the number of staff members on sabbatical or study leave during a given year may not be restricted below five percent (5%) unless the number of eligible applicants is below that figure.
- e. Categories of proposals for sabbatical/study leaves are:
  - i. Scholarly research and writing or appropriate creative activity; projects for study at the post-doctoral level.
  - ii. Projects that are related to the improvement of professional skills and performance.
  - iii. Work on doctoral dissertations or comparable activity to complete a doctorate.
  - iv. Projects to improve the individual's competence.
- f. The criteria for selection of applications for sabbatical/study leave shall be considered according to the following priority:
  - i. The quality of the proposal itself as measured by the degree to which it would contribute to professional growth of the individual and its value to this institution and to society.
  - ii. The length of accrued time since the last sabbatical/study leave.
  - iii. The accomplishments on or as a result of any previous sabbatical/study leave.
  - iv. The problems involving urgency with respect to time or requiring arrangements long in advance.
  - v. The length of service.
  - vi. Reporting on previous sabbatical/study leaves.
- g. In cases where the number of applications exceeds the number that could feasibly be granted leave without jeopardizing the work of a department, the selection shall be made

on the basis of total years of service to the College, the time since the last sabbatical/study leave, and the merit of the proposed sabbatical/study leave, as determined by the appropriate Vice President with the approval of the President. If a member is denied a sabbatical/study leave because the proposed leave would jeopardize departmental or program offerings, the year(s) of postponement shall be credited toward his/her next sabbatical/study leave.

- h. While on sabbatical/study leave a staff member may receive travel expenses or other financial aid from sources other than the College, provided he/she is not required to perform duties that would interfere with the objectives for which the leave was granted. Examples of permissible extra income are funds from the Fulbright program and the National Research Council. No compensated employment is permitted during a staff member's sabbatical/study leave without the prior approval of the appropriate Vice President or President.
- i. At the close of the period of sabbatical/study leave, the staff member shall file with the appropriate Vice President a report of his/her professional activities during the period of leave.

#### 17.16 Annual Vacation.

- a. Vacation time is accrued on a biweekly basis. The annual vacation time accrual for a staff members shall total twenty-two (22) working days, except in the staff member's first year of employment, in which the annual vacation accrual shall total eleven (11) working days. Pursuant to R.I.G.L. 36-6-18, Staff members who have been in the service of the state for at least twenty (20) years shall be credited annually with five (5) days additional vacation time, for a total of twenty-seven (27) working days. The time and number of days of the vacation to be taken are to be mutually agreed to in advance by the staff member and the immediate supervisor.
- b. For new staff members hired into positions advertised after September 14, 1985, the annual vacation for the first year shall be eleven (11) working days. Thereafter, annual vacation for such staff members shall total twenty-two (22) working days.
- c. During the first five (5) years of service, staff members shall be allowed to carry over a maximum of fifteen (15) working days through the second pay period of the next calendar year. Staff members with greater than five (5) years of service but fewer than twenty (20) years of service shall be allowed to carry over a maximum of forty four (44) working days through the second pay period of the next calendar year. Staff members who have completed twenty (20) years of service shall be allowed to carry over a maximum of fifty-four (54) days through the second pay period of the next calendar year. An employee may request, with the support of the immediate supervisor, of the VPAF to extend the use of vacation time in excess of the maximums beyond the second pay period up to an additional three months, at which time any unused excess balances shall be lost. The VPAF's decision and the loss of any unused extended time shall not be subject to the grievance procedure.

Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. The time and number of days of the vacation to be taken are to be mutually agreed to in advance by the staff member, the immediate supervisor, and the appropriate Vice President. A staff member may earn and expend an additional twenty-two (22) days but may not carry more than forty-four (44) days beyond the second pay period of the calendar year. Staff members who are entitled by law to an additional five (5) vacation days may not carry more than fifty-four (54) days beyond the second pay period of the calendar year.

- d. For staff members hired into positions advertised after September 14, 1985, vacation time shall be allowed to accumulate to a maximum of fifteen (15) working days during the first five (5) years. The time and number of days of the vacation to be taken are to be mutually agreed to in advance by the staff member, the immediate supervisor, and the appropriate Vice President. In the second year of employment a staff member may earn an additional twenty-two (22) days but may not carry more than fifteen (15) days beyond the second pay period of the calendar year. After five (5) years, Section 17.15c. will pertain.
- e. All staff members shall be guaranteed at least ten (10) consecutive vacation days per year. No vacation may be taken until a staff member shall have served in the employ of the Council for six (6) months; however, this time shall be included when crediting vacation time.
- f. When the service of any staff member shall be terminated by resignation, death, dismissal or otherwise, and such staff member shall not have used actual vacation time equal to the vacation credits due him/her, such staff member or his/her estate shall be entitled to receive full pay for each day of vacation to his/her credit as of the day of termination.
- g. For the purpose of Section 17.15, working days shall refer to five (5) days per week, Monday through Friday, exclusive of scheduled holidays.

17.17 Holidays. The following shall constitute the official holidays provided they continue to be designated as such by the General Assembly:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Victory Day  
Labor Day  
Columbus Day  
Veterans Day  
Election Day - Any day on which a general election of State Officers is held  
Thanksgiving Day  
Christmas Day

- a. Each staff member shall be entitled to time off at his/her regular rate of pay for the holidays specified above when such holidays fall on his/her regularly scheduled work days, and shall be credited with the number of hours in his/her official work schedule for that day.
  - b. When any holiday shall fall on the scheduled day off within the scheduled work week of any staff member, the next scheduled work day shall be substituted for the holiday.
  - c. If a holiday falls on a regularly scheduled work day within a staff member's vacation period, the staff member shall not be charged annual leave for his/her absence on that day.
- 17.18 Special Sick Leave. Any staff member whose employment requires exposure to unusual employment hazard shall be granted special sick leave credits not to exceed 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.

**ARTICLE XVIII: GRIEVANCE PROCEDURE**

18.1 For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Council and the PSA@RIC or between the Council and any staff member with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

18.2 There shall be a grievance procedure as follows:

Step 1: Vice Presidential Level

A grievance shall be presented by the aggrieved in writing to the appropriate Vice President within ten (10) working days after the staff member knew or should have known of the act, event, and/or commencement of the condition that is the basis of the grievance. The Vice President 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 ten (10) working days of the conclusion of the hearing.

Step 2: Presidential Level

If the grievance is not resolved in Step 1, it shall be submitted within ten (10) working days of the decision of the Vice President to the President or his/her 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 ten (10) working days of the conclusion of the hearing.

Step 3: Commissioner of Higher Education Level

If the grievance is not resolved in Step 2, it shall be submitted within ten (10) working days of the President's decision to the Commissioner of Higher Education or his/her designee, as agent for the Rhode Island 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.

- 18.3 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.
- 18.4 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 or PSA@RIC to forward copies of grievance letters and responses thereto to each successive step of the procedure.
- 18.5 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Council, on request, will produce payroll and other records, as necessary. Staff 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 vice president, which should not be unreasonably withheld.
- 18.6 Further, in a group grievance only one (1) of the grievants and the appropriate staff representative shall be in pay status as spokesperson for the group. Group grievances are defined as, and limited to, those grievances that cover more than one (1) staff member within an employing unit and that involve like circumstances and facts for the grievance involved. The PSA@RIC Representative has the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual staff member of the right to process his/her grievance without PSA@RIC representation; the facts and correspondence of said grievance shall be furnished to the PSA@RIC. No grievance processed without PSA@RIC representation shall be cited as precedent for any other grievance.
- 18.7 It is also agreed that in all cases of dismissal the aggrieved may go immediately to Step 2 of the grievance procedure.
- 18.8 Decisions rendered shall be forwarded to the PSA@RIC and to the aggrieved staff member.
- 18.9 For purposes of this article the following definitions shall apply:
  - a. "working day" shall mean any day (Monday through Friday) on which the College is open for the transaction of business;
  - b. "within a working day" shall mean prior to the end of the shift on the working day following receipt of the grievance, and shall be exclusive of weekends, vacations, and holidays;
  - c. "aggrieved" shall mean either the staff member and/or the PSA@RIC.

18.10 Arbitration - If a grievance is not resolved under Article XVIII, such grievance shall, at the request of the PSA@RIC be referred to the Labor Relations Connection or the American Arbitration Association, in accordance with the rules then obtaining.

- a. 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.
- b. Only grievances arising out of the provisions of this Agreement relating to the application or interpretation or violation thereof may be submitted to arbitration.
- c. All submissions to arbitration must be made within ten (10) working days after the grievance procedure decision.

#### **ARTICLE XIX: HEALTH AND SAFETY**

19.1 The Council shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of all staff members.

#### **ARTICLE XX: SAVINGS CLAUSE**

20.1 Should any provision of this Agreement or any application thereof be 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 XXI: ALTERATION OF AGREEMENT**

21.1 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon parties hereto only if executed in writing and signed by the parties.

21.2 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 XXII: NO STRIKES OR LOCKOUTS**

22.1 The PSA@RIC 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.

22.2 It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this Agreement.

#### **ARTICLE XXIII: PERSONNEL APPEALS PROCESS**

23.1 Purpose. The purpose of this appeal process is to remedy inequities in the placement of positions in pay grades and to address significant modifications in job descriptions and/or job responsibilities of members of the bargaining unit.



23.2 Right to Appeal. During the term of this agreement, any employee who claims that his/her job description or job duties have been changed, or that he/she has undertaken additional permanent job responsibilities, or that his/her situation is unique so as to constitute an inequity with the member's present grade shall have the right to appeal for a grade change or in-grade salary increase pursuant to the procedure provided for in Appendix B, which the parties will pilot for the term of this agreement. At the conclusion of this agreement, the parties will determine whether to revert to the process described below under 23.3 and 23.4, or to use the process outlined in Appendix B. If the parties cannot agree to continue the process outlined in Appendix B, the processes outlined below under 23.3 and 23.4, without the current modifications under this section and 23.4, shall continue.

23.3 Internal Review.

- a. The employee shall request a review by the Director of Human Resources who will meet with the individual and the Association within fifteen (15) working days following the request.
- b. The Director of Human Resources will conduct the appropriate research, and within fifteen (15) working days of the meeting with the member, will respond in writing to the employee and the Association stating his/her recommendation for approval or disapproval and the reasons for his/her actions.
- c. If agreement is reached with the employee and the Association, the recommendation will go directly to the Personnel Review Committee (PRC) for a hearing in accordance with the provisions of paragraph 23.5.
- d. If an agreement cannot be reached with the employee, the appeal will be directed to the committee specified in paragraph 23.4.

23.4 Personnel Appeals Committee.

- a. The employee shall request a review by the College Personnel Appeals Committee (PAC), a three (3) member committee comprised of one (1) member appointed by the College President, one (1) member appointed by the President of the Association, and one member appointed by the President of the College with the approval of the Association.
- b. The PAC will meet with the employee within ten (10) working days following receipt of the request. At this meeting, the staff member shall have the right to present evidence in support of his/her claim.
- c. By a majority vote of the Committee, the PAC shall make a recommendation on the appeal of an in-grade adjustment in writing to the College President, or an appeal in writing of an upgrade denial to the Council on Postsecondary Education Personnel Review Committee (PRC), with reasons, within ten (10) working days following the last meeting with the member unless more time is needed to gather additional information.

23.5 Personnel Review Committee.

- a. Written recommendations of the PAC recommending a position upgrade will be forwarded to the Rhode Island Council on Postsecondary Education' Personnel Review Committee (PRC), the employee, and the Association within five (5) working days of issuance.
- b. The Personnel Review Committee shall consider the appeal at the next scheduled meeting, but no later than six (6) months after submission. The employee and/or the Association shall have the right to present evidence and testimony in support of the appeal before the PRC. The employee and the Association shall be notified five (5) working days prior to each appeal hearing.
- c. Recommendations of the PAC shall be reviewed by the Personnel Review Committee in an impartial and judicious manner.
- d. The Personnel Review Committee shall render its final decision within fifteen (15) working days of the hearing. This decision shall be in writing.
- e. If the appeal is denied, specific reasons based upon the evidence presented shall be set forth. Denials shall not be based upon financial constraints. A simple majority vote is required for a decision.

23.6 Pay Grade Increases.

Pay grade increases shall be made retroactive to the date of the first pay period following the filing of the initial appeal by the Association member. Such increases shall be no less than ten percent (10%) of the employee's present base salary, and no less than the minimum of the new pay grade and no more than the maximum. The determination of the new base salary shall be made by the Administration following the successful conclusion of the Personnel Appeals Process as set forth in this article.

23.7 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 his/her current job description, or that the member believes and/or the appropriate vice president has determined that a salary inequity exists, but in either instance the situation does not warrant a pay grade increase. In such cases, the employee may petition the College Personnel Appeals Committee (PAC) for a salary increase following the process referenced in Section 23.4 above. The PAC shall forward its written recommendations to the President who may authorize an increase to the staff member's annual base salary, provided that such increase shall not exceed the maximum for the employee's pay grade. Any resulting pay increase shall be applied retroactively to the date of the petition. The President shall communicate in writing any such decision and reasons to the employee and the PSA@RIC president. The final decision regarding the granting of such an increase shall rest with the President and not be subject to the grievance procedure.

**ARTICLE XXIV: COMMITTEES**

- 24.1 a. Whenever the President or designee appoints a Search Committee to assist in filling a vacancy in any of the positions of Vice President, Chief Officer, Associate Vice President, Assistant Vice President, Dean, or Director of the Library, Executive Director, or Director of any office or department in which professional staff are employed, at least one (1) member of the Committee shall be a PSA@RIC member, appointed by the President or designee from a list of three (3) names submitted by the President of PSA@RIC.
- b. The Council and the PSA@RIC believe it is desirable to include PSA@RIC representatives in the search process for the President as a means of providing professional staff input.

**ARTICLE XXV: TERMINATION OF AGREEMENT**

- 25.1 The Agreement shall be in effect as of the 1st day of July 2018, and shall remain in force and effect until the 30th day of June 2021.

It shall be automatically renewed from year to year thereafter commencing the 1st day 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 not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations.

- 25.2 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) working days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

**APPENDIX A**

**SALARIES**

- A.1 It is agreed that all staff members covered by this Agreement shall receive a salary in accordance with the appropriate pay plan set forth herein.
- A.2 Eligible staff members continuing in the 2022-2025 fiscal years shall receive a two and one half (2.5%) across-the-board increase effective July 1, 2022, a two and one half (2.5%) across-the-

board increase effective July 1, 2023, and two and one-half (2.5%) across-the-board increase effective July 1, 2024.

- A.3 Any position assigned to PSA@RIC that becomes vacant or any new position established may be specifically designated by the Administration as either academic or calendar year. A listing of the various position classifications assigned to PSA@RIC, with the pay grade indicated, will be provided to the President of PSA@RIC and updated every six months.
- A.4 The maxima and minima of the salary schedule for each year of this Agreement shall be adjusted to reflect actual across-the-board percentages.
- A.5 For the period July 1, 2018 to June 30, 2021, the minima and maxima of the pay grades shall be as follows:

**Calendar Year**

Grade	2022-2023		2023-2024		2024-2025	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	29,740	42,898	30,483	43,970	31,245	45,070
2	31,143	44,542	31,921	45,656	32,720	46,797
3	33,365	47,954	34,199	49,153	35,054	50,382
4	35,659	51,585	36,551	52,875	37,464	54,197
5	38,374	55,514	39,333	56,902	40,317	58,325
6	40,995	59,865	42,020	61,362	43,071	62,896
7	44,035	65,363	45,136	66,997	46,265	68,672
8	47,218	69,659	48,398	71,401	49,608	73,186
9	50,820	76,151	52,091	78,055	53,393	80,006
10	54,402	82,162	55,762	84,216	57,156	86,322
11	58,543	88,289	60,007	90,497	61,507	92,759
12	62,801	95,480	64,371	97,867	65,981	100,313
13	67,551	102,634	69,240	105,200	70,971	107,830
14	72,489	110,914	74,301	113,687	76,159	116,529
15	78,058	119,337	80,009	122,320	82,009	125,378
16	83,837	129,246	85,933	132,477	88,082	135,789
17	90,036	139,703	92,287	143,196	94,594	146,775
18	96,659	150,609	99,076	154,374	101,553	158,233

**Academic Year**

Grade	2022-2023		2023-2024		2024-2025	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	23,791	34,315	24,385	35,173	24,995	36,053
2	24,914	35,633	25,537	36,524	26,176	37,437
3	26,692	38,365	27,359	39,325	28,043	40,308
4	28,529	41,270	29,243	42,301	29,974	43,359
5	30,699	44,410	31,467	45,520	32,253	46,658
6	32,796	47,890	33,616	49,087	34,456	50,315
7	35,229	52,291	36,110	53,599	37,012	54,939
8	37,773	55,744	38,718	57,138	39,686	58,567
9	40,658	60,917	41,674	62,440	42,716	64,001
10	43,520	65,736	44,608	67,380	45,723	69,064
11	46,834	70,632	48,005	72,398	49,205	74,208
12	50,240	76,375	51,496	78,284	52,784	80,241
13	54,041	82,121	55,392	84,174	56,777	86,279
14	57,990	88,741	59,439	90,959	60,925	93,233
15	62,445	95,480	64,006	97,867	65,607	100,313
16	67,069	103,395	68,746	105,980	70,465	108,629
17	72,030	111,763	73,831	114,557	75,677	117,421
18	77,328	120,483	79,261	123,495	81,243	126,583

## APPENDIX B – MEMORANDUM OF AGREEMENT

### PROCEDURE TO REQUEST A STAFF POSITION/SALARY ADJUSTMENT

#### **PURPOSE:**

To provide a clear and consistent procedure for PSA employees and administration to follow upon submission of a request by an employee for an in-grade salary adjustment or position upgrade. Such requests must be based on the employee's belief that significant and permanent responsibilities have resulted in an increased workload, increased responsibility or that a salary inequity exists as defined in the PSA Memorandum of Agreement dated September 16, 2008.

#### **SUBMISSIONS:**

##### *CHANGE IN WORKLOAD*

Employees who believe they have been assigned significant and permanent job duties that result in an increased workload beyond his/her current job description may submit a request to the Director of Human Resources (HR). The request should include the following:

1. Official Job Description
2. Description of what responsibilities have been added that are not addressed in the current job description (tip: the employee's new responsibility should typically require them to direct, manage, develop or, assist with something not previously stated in the job description)
3. If the new responsibilities have replaced other duties, include a description of what duties have been eliminated and why
4. The amount of time spent (percentage, hours per day/week and/or days per week/month) on the new responsibilities
5. Why the new responsibilities were added
6. Prior to you, was someone else responsible for the duties? If yes, who?
7. Who approved the new responsibilities
8. When did the new responsibilities become effective
  - o If more than 12 months have passed since the new responsibilities went into effect, please include a statement as to why the request is being submitted at this time.
9. Are the new responsibilities temporary or permanent
10. Any additional information or documentation relevant to the request
11. What the employee is seeking as a remedy

##### *SALARY INEQUITY*

Employees who believe their salary is inequitable may submit a request to the Director of HR. The request should include the following:

1. Official job description

2. Current annual salary
3. Comparable RIC titles and/or grade being used to demonstrate an inequity
  1. Include a description of how the other positions identified compare to the employee's position
4. Explanation of the perceived inequity
5. What is believed to have caused the inequity
6. Any additional information or documentation relevant to the request
7. What the employee is seeking as a remedy

#### *INCREASE IN JOB RESPONSIBILITIES*

Employees who believe they have been assigned significant and permanent job responsibilities that have been significantly expanded and require increased qualifications, increased skills, increased depth/breadth of knowledge and/or abilities to perform the new duties beyond his/her current job description may submit a request to the Director of Human Resources (HR). The request should include the following:

8. Current Official Job Description
9. Proposed Job Description with track changes showing proposed modifications to the original job description
10. How has the scope of the position changed?
11. Description and explanation of what and why responsibilities have been added or expanded
12. Description of increased skills, knowledge and/or abilities required to perform the proposed new/expanded responsibilities
13. Description of any new or added qualifications including any certifications or licenses required to perform the proposed new/expanded responsibilities
14. If the new/expanded responsibilities have replaced other duties, include a description of what duties have been eliminated and why
15. The amount of time spent (percentage, hours per day/week and/or days per week/month) on the new/expanded responsibilities
16. Prior to you, was someone else responsible for the new/expanded responsibilities? If yes, who?
17. Who approved the new/expanded responsibilities?
18. When did the new/expanded responsibilities become effective?
  - If more than 12 months have passed since the new/expanded responsibilities when into effect, please include a statement as to why the request is being submitted at this time.
19. Are the new/expanded responsibilities temporary or permanent?
20. Any additional information or documentation relevant to the request
21. What the employee is seeking as a remedy

#### **REVIEW & RECOMMENDATION**

Upon review of the material submitted, the Director of HR may need to meet with the employee and/or the employee's supervisor as well as the employee's union representative to further discuss the request and supporting material. Every effort will be made to complete a review and provide a recommendation within a 90-day period (may be extended as needed.)

The Director of HR will either:



1. Determine if the request warrants further consideration and proceed with an analysis or,
2. Notify the employee that the request is flawed and provide reasons as to why the request may not proceed.

ANALYSIS:

Inequity Case: The Director of HR will consider the following in his/her review:

- Employee's salary history to determine if any errors contributed to the inequity.
- Salaries of same or similar positions
- Employees years of service and/or experience in the field/job
- Any other factors that may have contributed to the inequity.

In-grade Case: The Director of HR will consider the following in his/her review:

- Are the new job duties/workload covered by the scope of the current job description
- The new job duties/workload are appropriate for the position and/or area of expertise
- What is the average time and effort added to the employee's workload
- The length of time the employee has been performing the new duties/workload
- Are the new job duties/workload temporary or permanent
- Do the new job duties replace other job duties
- Are the new job duties a result of newly acquired skills, training, or education
- Did the supervisor approve the new job duties
- The new duties/workload do not warrant a change in job title or grade
- Any other factors that may contribute to the change in job duties/workload

Up-grade Case: The Director of HR will consider the following in his/her review:

- Are the new/expanded responsibilities covered by the current scope of the current job description
- Do the new/expanded job responsibilities significantly change the scope of the current position
- What is the average time and effort added to the employee's workload
- The length of time the employee has been performing the new/expanded responsibilities
- Are the new/expanded responsibilities temporary or permanent
- Do the new/expanded responsibilities replace other job duties
- Do the new/expanded responsibilities require increased education/experience
- Do the new/expanded responsibilities increase the breadth and depth of required skills, knowledge, and abilities
- Did the supervisor approve the new responsibilities?
- Any other factors that may contribute to the new/expanded responsibilities

Analysis Results:

1. Upon completion of the analysis by the Director of HR he/she will submit a recommendation (favorable or unfavorable), including all supporting documentation and any recommended salary adjustment, to the appropriate VP for further consideration.
2. The appropriate VP will review the Director of HR's recommendation and take the following action:
  - a. Accept the Director of HR's analysis and recommendation and submit his/her own recommendation (favorable or unfavorable) along with any recommended salary adjustment or position modifications to the President for a final decision.
  - b. Request further review (return to Director of HR with specific instructions) or,  
  
Deny the Director of HR's analysis and recommendation and provide reason(s) for denial to the Director of HR, who will then provide the employee with the reasons for the recommendation, and a copy of the recommendation, along with the reasons, will go to the supervisor and appropriate VP.
3. The President will review the VP's recommendation and take the following action:
  - a. Approve the recommendation and notify the VP  
  
(Per the PSA MOA "The final decision regarding the granting of such an increase shall rest with the President and not be subject to the grievance procedure.")
    - i. Any position approved for an upgrade or significant modification may require further review and approval by the Rhode Island Council on Postsecondary Education's Personnel Review Committee (PRC); If so, the request will not become final unless approved by the PRC. The employee will be notified when the request is submitted.
  - b. Return to VP for further review.
  - c. Deny the recommendation and provide a reason(s) for denial to the appropriate VP.

## **FAVORABLE NOTIFICATION AND IMPLEMENTATION**

Upon a favorable notification from the appropriate VP and/or President, the Director of HR will take the following action:

- If applicable, update job description to include changes in job duties

- If applicable, prepare and submit the updated job description to the PRC for final approval; notify employee of this action.
- Send written notification to the employee of the final decision including effective date of change, new title, grade, annual salary and include a copy of the updated job description.
- Prepare and process title, grade, salary adjustments as soon as administratively possible.

## **UNFAVORABLE NOTIFICATION**

Upon an unfavorable notification from the appropriate VP and/or President, the Director of HR will take the following action:

- Inform the appropriate supervisor.
- Meet with the employee, union representative, his/her supervisor to explain the reasons for the unfavorable outcome.
- Send written notification to the employee of the final decision including reasons for the denial.
  - Notice will include the reasons for the unfavorable outcome with a copy to the appropriate supervisor and VP
  - The employee may submit an appeal to PAC pursuant to Section 23.4 of the Contract