

**Tentative Agreement Between The State of Rhode Island and the Community College of
Rhode Island and the Educational Support Professional Association/CCRI/NEARI**
Local Agreement: July 1, 2014 – June 30, 2017

Art. IV Rights of the Association

- A. Designated Association members and/or officers shall be granted reasonable time off with pay during working hours to investigate and seek to settle grievances. In addition, time with pay shall be granted to attend hearings and to attend other meetings and conferences with State officials or coalitions on contract negotiations. The Executive Board will be allowed to meet once a year, during regular work hours, (not on overtime shifts), with pay.

Such time shall be granted with prior approval of the appropriate supervisor, and such approval shall not be unreasonably withheld. It is understood that full accountability for such paid leave is a legitimate management concern.

In class action/group grievances only one (1) of the grievants and the appropriate employee representatives shall be in pay status. Class action/group grievances are defined and limited to those grievances which cover more than one (1) employee within the bargaining unit and which involve the same or substantially similar facts for the grievance involved.

Art. V Conditions of Employment

- B. Environmental, Health, and Safety Committee

Two Union designees shall be appointed to the College Environmental, Health and Safety Committee.

- C. Miscellaneous Working Conditions

1. The State shall provide and alter uniforms for those employees who are required to wear them in accordance with present practice.
2. No employee shall be required to perform personal services for supervisors such as serving coffee, shopping, etc.
3. The College Administration shares the Association's concern that work performed for personal gain shall not be conducted during normal working hours or involve the use of College facilities, except in accordance with College Policy (June 6, 1983). Members of the bargaining unit who question the propriety of a specific work

assignment may refer the question to the appropriate department chairman or supervisor for a decision.

4. Any employee, whose salary is allocated from "soft" funds, either directly or indirectly, shall be entitled to all the rights of the Contract.
5. All employees will be provided with one initial and one replacement identification card, parking permit and/or parking lot gate card, by the College at no cost to the employee, to be used by the employee only.
6. All privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State and College for the term of this Agreement.
7. The College shall provide a pair of shoes to each security department employee, and shall replace shoes on an as needed basis not to exceed one (1) pair per year.

Art. VI Work day and Work Week

D. Part Time Employees

All part-time employees shall receive annual leave, personal leave, sick leave and fringe benefits in accordance with the following:

1. Employed twenty (20) hours-annual leave, personal leave and sick leave on a pro-rata basis, with full fringe benefits provided.
2. Employed sixteen (16) hours or less than twenty (20) hours per week – annual leave, personal leave and sick leave on a pro-rata basis, with fringe benefits provided in accordance with present practice.

E. Employees, including students, not included in the recognized bargaining unit shall not perform work normally assigned to employees in the bargaining unit to replace/displace said employees except in an emergency situation unless mutually agreed to by the Association President.

F. Student employment shall only be provided subject to all the following conditions:

1. Students will not be employed to perform bargaining unit work for more than twenty (20) hours per week per student, except for vacation periods.
2. All student employees shall be processed through one office in the College such as Financial Aid Office.
3. The College will continue past practice regarding student help.

4. Students employees shall not have access to the personal, professional, or educational records of students, faculty or staff, unless necessary to perform assigned duties.

Art. IX Overtime, Shift Differential and Call In Time

A. Overtime

1. Overtime shall be defined as the required performance of work within the employee's classification in excess of the established work week.
2. Overtime shall be offered to employees on the basis of their seniority in their classification at the campus at which they are employed. If members in that classification and campus do not volunteer to perform the overtime, it may be offered to bargaining members in that same classification, by seniority, on a rotating basis, at the other campuses. An employee offered overtime will be excused at their request, provided other employees are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until their name comes up again in the seniority rotation. In the event an insufficient number of employees within the classification at all campuses voluntarily accept the assignment, the College may direct and require employees with the classification and campus to perform the work when necessary for the efficient conduct of the business of the College. Such required overtime assignments shall be made in the reverse order of seniority.
3. Overtime shall be authorized by a supervisor outside of the bargaining unit. However, employees shall be notified of overtime by their immediate supervisor.
4. Time and one-half shall be paid for work performed in excess of the established work week. However, in any event an employee may elect to take compensatory time at one and one-half (1 ½) time, in lieu of cash, with the approval of a supervisor outside of the bargaining unit. Such compensatory time shall be discharged within sixty (60) calendar days of time earned.
5. Whenever an employee is required to work on a holiday which falls on their regularly scheduled work day, he will be credited with the number of hours in their official schedule for that day plus the number of hours actually worked at the rate of time and one-half.
6. Overtime work is to be made a matter of record and distributed on a seniority basis among employees within their respective classifications. An overtime list will be maintained and posted in each department on the department bulletin board.

Art. X Seniority

A. Seniority

1. It is hereby agreed that the parties hereto recognize seniority within a class of position in all cases of shift preference, transfer, days off, vacation time, holiday time, layoffs and recalls. The effect of seniority on promotions shall be as set forth in Section B. Promotions.
2. Primary Seniority – length of service in current class of position within the bargaining unit, in State classified service, computed from the date that employment commenced in the current class of position within the bargaining unit (as per Section 5 and 6 below).
3. Secondary Seniority – length of service in previously held class of position within the bargaining unit, in State classified service, in which the employee held permanent status, computed from the date employment commenced in said class of position within the bargaining unit. For purposes of layoff, secondary and primary seniority shall be added together to determine years of service (as per Section 5 and 6 below).
4. State Seniority – length of State service (base entry date).
5. Whenever members in the same division have the same start date, seniority will be determined by date of application stamped by the HR Department.
6. Seniority shall only be broken for resignation, retirement, discharge for good and just cause, exceeding an authorized leave of absence, failure to return for recall pursuant to Section D.3 of this Article; or when an employee is separated from State classified service for more than three (3) consecutive years.
7.
 - a. Seniority shall continue to accrue during all periods of active employment and authorized leaves of absences, except leaves to protect status.
 - b. Seniority shall not continue to accrue during periods of layoffs, nor shall it be broken, except pursuant to A (5).
8. Bargaining unit seniority in State classified service, regardless of class of position, within a department/subdivision shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence. When a subdivision shall be used to resolve any conflicts due to days off, vacation time, holiday time, leaves of absence. When a subdivision is composed of a member of small areas (one [1] person offices) the Dean or Director shall resolve the above state conflicts based upon A (7).

B. Promotions

1. The implementation of A.1 regarding promotions shall be in accordance with the following procedure:
2. All new and vacant positions, including promotional positions to which recruitment is to be initiated, and current positions for that classification that are changed to or from Academic Year, shall be posted on bulletin boards in all work areas within the bargaining unit for a period of seven (7) calendar days, and notice of vacancies shall be sent to the Association at the time of posting. Employees applying for such promotional vacancies shall make a request in writing to the Personnel Officer or appropriate administrative officer of the department or division where the vacancy exists no later than three (3) days after the posting period has ended.
3. The Association and Administration agree that in the best interest of both parties, active attempts to promote from within the bargaining unit should be made. The resultant benefits, in terms of productivity and employee morale, are self-evident.
 - a. When there are six (6) or more bargaining unit members on the certified promotional list, the promotional vacancy shall be filled from within the bargaining unit.
 - b. When there are less than six (6) bargaining unit members on the certified promotional list, a reasonable effort will be made to fill the vacancy from within the bargaining unit. However, selection shall be made from among the six (6).
 - c. Where no list exists for certification, a reasonable effort will be made to fill the vacancy within the bargaining unit.
4. A letter of acknowledgment shall be forwarded to the member of the bargaining unit upon receipt of a request for reassignment, transfer and/or a new position.
5. Any employee who applied for promotional positions shall be informed of the disposition of their application in writing and shall be entitled to reasons why they were not chosen at a meeting with the Search Committee Chair, if the member so chooses.

Art. XII Grievance Procedure

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the State and the Union, or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement that cannot be settled by the employee and his or her immediate supervisor, or by the Union and the State.

There shall be a grievance procedure as follows:

- A. A grievance shall be presented by the aggrieved employee and/or by the Union within fifteen (15) working days after the employee knew or should have known the occurrence of such grievance. An aggrieved employee shall discuss their problem with their Union representative and immediate supervisor, who shall attempt to settle the problem within three (3) working days.

Art. XVII Probationary Employees and Due Process

A. Probationary Employees

1. All original appointments and promotional appointments shall be considered as probationary employees for the first one hundred thirty (130) days worked of their continuous employment and shall serve at the pleasure of the College. Any promotional appointee who is dismissed from the position to which they were promoted during the probationary period or at the conclusion thereof shall be restored to their former position.
2. During this probationary period, the employee will be evaluated by the employee's immediate supervisor every two (2) months. The employee shall be notified in writing of the evaluation after each evaluation is made, and if appropriate, shall be offered constructive criticism to enable the employee to improve their performance. In no case shall any evaluation of an employee be based on hearsay. Evaluation reports will be placed in the employee's personnel file. The employee shall have the right to attach appropriate comments to any evaluation.
3. At the end of the probationary period, a decision will be made whether to retain or terminate the employee. If the employee is not notified, in writing, that their services are not satisfactory, or that their continued employment is not desired at the expiration of the probationary period, then they shall be continued in their employment. Any employee may be dismissed by the College during the probationary period for reasons relating to the employee's lack of qualifications or for the good of the service. Such dismissal shall be in writing with a copy sent to the employee and the Union President.
4. The Union recognizes and agrees that the State has the right to perform personnel performance reviews. The State and the Union agree to reconvene the Evaluation Committee for the purposes of improving the evaluation process. The Union shall select two members, the State shall select two members and the fifth member shall be the Personnel Administrator or designee. The Committee shall meet and develop a Personnel Performance Review Document.

B. Counseling

As a general matter, the parties agree that, where appropriate, it is a good practice to engage in counseling prior to entering into the discipline process.

C. Due Process

1. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 12. If the appointing authority has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of one (1) year for a written reprimand and six (6) months for an oral reprimand, if the employee has not committed any further infractions of appropriate rules and regulations, the written reprimand and written notations of oral reprimands shall be expunged from the employee's personnel records. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in their personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee's union representative only with the written consent of the employee. Where appropriate, disciplinary action or measures shall include only the following:
 - a. Oral Reprimand
 - b. Written Reprimand
 - c. Suspension
 - d. Discharge
 - e. Demotion where appropriate

When any disciplinary action is to be implemented, the Appointing Authority shall before such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

2. If the Appointing Authority decides to demote, suspend or terminate an employee, the employee and Union President shall receive two (2) weeks' notice in writing. In the event that circumstances warrant, the Appointing Authority shall not be required to give the employee two (2) weeks' notice for termination.
3. The Appointing Authority shall not discipline an employee without just cause. Within two (2) weeks of a suspension or discharge, the Union may file a grievance with the State Labor Relations Administrator as set forth in Article 12, and such hearing shall be held no later than three (3) days after the Union's request.
4. In the event that an employee is dismissed, demoted or suspended under this Section, and such employee appeals such action and their appeal is sustained, they shall be restored to their former position and compensated at their regular rate for any time lost during the period of such dismissal, demotion or suspension.
5. An employee may be granted a demotion, upon request, when recommended by

the Appointing Authority and approved by the Personnel Administrator. In this instance their current status shall be transferred to the lower class.

6. An Arbitrator shall be empowered to change the disciplinary action if they determine the action taken was not warranted under the circumstances.

Art. XXVII Professional Development

The Personnel Department shall send a memo to all supervisors, prior to the Professional Development Day Registration, urging them to allow members to participate in a workshop of their Choice.

ARTICLE XXVI Duration

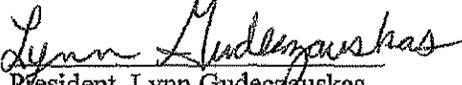
This Agreement, as herein modified, shall remain in full force and effect through June 30, 2017. This Agreement is subject to (a) union membership ratification; and (b) approval by the Governor of Rhode Island, or his designee.

In witness whereof, the parties hereto have set their hands this 27th day
of April, 2015.

For the State


Designee of the Director of Administration,
Jacqueline Kelley, Esq.

For the ESPA/NEA


President, Lynn Gudczauskas