

AGREEMENT

between the

UNIVERSITY OF RHODE ISLAND BOARD OF TRUSTEES

and

RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO, LOCAL 145

July 1, 2021 -June 30,2024

TABLE OF CONTENTS

ARTICLE NUMBER	TITLE	PAGE
	PURPOSE	3
	DEFINITIONS	3
ARTICLE 1	RECOGNITION	4
ARTICLE 2	MAINTENANCE OF BARGAINING UNIT STATUS	4
ARTICLE 3	NONDISCRIMINATION CLAUSE	4
ARTICLE 4	CONSULTATION WITH PRESIDENT	5
ARTICLE 5	ACADEMIC FREEDOM POLITICAL ACTIVITY	5 6
ARTICLE 6	PROFESSIONAL ETHICS AND RESPONSIBILITY	7
ARTICLE 7	MEMBERSHIP LISTS	8
ARTICLE 8	PERSONNEL FILES	8
ARTICLE 9	EVALUATION/DISCIPLINE	8
	PERFORMANCE EVALUATION	8
	DISCIPLINE & DISCHARGE	9
ARTICLE 10	TIME IN SERVICE ASSIGNMENTS	9
	CANCELLED ASSIGNMENTS/COURSES TAUGHT AT A REDUCED RATE	11
ARTICLE 11	SALARIES	12
ARTICLE 12	LEAVES OF ABSENCE	13
ARTICLE 13	GRIEVANCE AND ARBITRATION	13
ARTICLE 14	ASSOCIATION LEAVE	16
ARTICLE 15	WORK-RELATED ENTITLEMENTS	16
ARTICLE 16	DUES DEDUCTION	17
ARTICLE 17	ALTERATION OF AGREEMENT	17
ARTICLE 18	NO STRIKES OR LOCKOUTS	18
ARTICLE 19	SAVINGS CLAUSE	18
ARTICLE 20	APPOINTMENT LETTERS	18
ARTICLE 21	INTELLECTUAL PROPERTY	18
ARTICLE 22	LARGE CLASS	18
ARTICLE 23	COMPENSATION STUDY	18
ARTICLE 24	TEACHING EXCELLENCE AWARD	19
ARTICLE 25	TERMINATION OF AGREEMENT	19

AGREEMENT

In this Agreement entered into by and between the University of Rhode Island Board of Trustees (hereinafter, "Board") and Rhode Island Council 94, AFSCME, AFL-CIO, Part-Time Faculty (also known as "Adjunct Faculty Association"), Local 145, (hereinafter "Union" or "PTF"), collectively Parties. The parties hereby agree as follows:

DEFINITIONS

1. "University" shall be defined as the Administration of the University of Rhode Island, including the President and other administrative officers, and the University of Rhode Island Board of Trustees and excluding individuals included in the bargaining unit as defined under Article I Recognition.
- 2a. An "academic year" is defined as the period one week before the beginning of classes through commencement.
- 2b. The term "instructional year" is defined as the twelve (12) month period commencing September 1 and continuing through August 31 of the following year. The instructional year includes fall semester, Winter J-Term, Spring Semester, all summer sessions and all accelerated on-line terms falling within the time period.
3. "President" shall be defined as the chief executive officer or acting chief executive officer of the University.
4. "Union" shall be defined as Rhode Island Council 94, AFSCME, AFL-CIO, Part-Time Faculty (also known as URI Adjunct Faculty Association), Local 145 (hereinafter, "Union" or "PTF").
5. The term Part-Time Faculty or Adjunct "Per Course Faculty" (also referred to as "PTF") as used in this Agreement means a member of the bargaining unit as defined in the Recognition Clause, Article I of this Agreement.
6. "Terms and Conditions" contained herein shall apply to all members of the bargaining unit.
7. "Grievance" as used in this Agreement means any difference or dispute with respect to the interpretation, application, or violation of any of the provisions of this Agreement that shall be presented in writing.
8. "Course" and "Course Section" shall be defined as a course or section of three or more credits on any University campus and shall not include non-credit courses.
9. "Chair" refers to the department chairperson, school director, or program director. In colleges without departments, the term may refer to the dean or dean's designee.

10. "Department" refers to the academic department, school, or program. For colleges without departments, the term may refer to the entire college or disciplinary area within the college.

ARTICLE 1 **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Section 36-11 of the General Laws of Rhode Island, 1956, as amended, The University of Rhode Island Board of Trustees does hereby recognize RI Council 94, AFSCME, AFL-CIO, Part-Time Faculty (aka "Adjunct Faculty Association"), Local 145 (Union) as the exclusive bargaining agent for all per course Faculty employed by the Employer at all University of Rhode Island campuses teaching at least one (1) course of at least three (3) credits, but excluding the President, the Vice President, Vice Provosts, Assistant Provosts, Vice Presidents, Assistant Vice Presidents, Associate Vice Presidents, Deans, Associate Deans, Non-Union Directors, Confidential Employees, and all others excluded by this Act, as their sole representative for the purpose of collective bargaining and that pursuant to the provisions of Section 28-7-16 of the Act, RI Council 94 and PTF is the exclusive bargaining representative of said employees for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment.

MAINTENANCE OF BARGAINING UNIT STATUS

A part-time faculty member becomes a bargaining unit member in the first term during which they teach a course of a least three (3) credits. To maintain bargaining unit status, the part-time faculty member must teach at least one (1) course of at least three (3) credits within two (2) consecutive instructional years thereafter. Should a part-time faculty member not teach at least one (1) such course within two (2) consecutive instructional years, they shall be removed from the bargaining unit following the conclusion of the instructional year that concludes the two (2) year period.

ARTICLE 2 **MANAGEMENT RIGHTS**

The Union recognizes that The Board, President, and the Administration of the University have responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the University, to the full extent authorized by law.

ARTICLE 3 **NON-DISCRIMINATION CLAUSE**

3.1 The Board and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, sex, religion, political affiliation or beliefs, age, color, creed, national origin, disability, gender identity or sexual orientation in accordance with applicable State and Federal laws. The Board and the Union shall adhere to federal and state laws and regulations as they apply to Affirmative Action.

3.2 The Union shall not discriminate against, interfere with, restrain, nor coerce an

employee from exercising the right not to join the union and shall not discriminate against any faculty member in the administration of this Agreement because of non-membership in the Union. The Union accepts its responsibility as exclusive representative and agrees to represent all faculty members in the bargaining unit without discrimination.

3.3 The Board and the Union agree there will be no discrimination in respect to hiring and retention or any condition of employment because of membership in the bargaining unit or because of membership in or activities on behalf of the Union.

3.4 Allegations of discrimination based upon paragraphs 1 and/or 2 are not subject to the Grievance and Arbitration provisions of this contract but may be processed by any aggrieved member of the bargaining unit in accordance with the University's internal procedures (URI Office of Affirmative Action) or may file a complaint with external agencies available at the state level (RI Commission on Human Rights) or at the federal level (United States Equal Employment Opportunity Commission/EEOC).

ARTICLE 4 **CONSULTATION WITH PRESIDENT**

4.1 Consultation with President

The President or his/her designee shall meet with representatives of the Union once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this Agreement or subsequent Agreements and to discuss those matters necessary to the implementation of this Agreement which are local in nature, provided each party gives fifteen (15) days written notice to the other party advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting. Nothing contained herein shall prevent the Association from consulting with the President at times other than those set forth above, if matters of mutual concern arise of an urgent or emergency nature.

4.2 Consultation with Other Administrators

The parties agree that either party may request a meeting to discuss matters related to the implementation of this Agreement. These meetings are not for the purpose of bargaining.

ARTICLE 5 **ACADEMIC FREEDOM**

5.1 Faith in the fundamental importance of freedom forms a major theme in the history, government, and tradition of the State of Rhode Island and of the United States of America. Freedom is also recognized on practical grounds as vital to the teacher in his/her search for and dissemination of truth. Although academic freedom is not written into law, it is well established in custom and grounded in traditions of long standing in the colleges and universities of the Western world, protecting professional teachers from interference with their obligation to pursue the truth. Though it is a specific kind of freedom peculiar to members of the teaching profession in higher education, its benefits ultimately accrue as much to the public at large as to the teachers themselves. In fact, the

present age of accelerating change emphasizes that education must stress development of the capacity for critical thought, a capacity that can be achieved only when freedom in inquiry and discussion prevail. Therefore, in accordance with the ideals of state and nation, and in order that the institutions under its jurisdiction might perform well the functions for which they are established, the Board and the Union affirm their unqualified acceptance of the principle of freedom in inquiry and expression.

5.2 Academic freedom has been defined and codified in a statement of principles that was prepared by representatives of the American Association of University Professors and the Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by many other professional and learned societies, it is known as the "The 1940 Statement of Principles on Academic Freedom and Tenure." The Board and the University of Rhode Island unconditionally endorse the 1940 Statement, including the following pertinent passages:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher* or the institution as a whole. The common good depends upon the free search for truth and its free exposition."

The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

"Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights."

"The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment."

"The college or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community impose special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson."

POLITICAL ACTIVITY

5.3 The PTF member is a citizen, and like other citizens, should be free to engage in political activities as far as he/she is able to do so consistent with his/her obligations as a faculty member.

5.4 Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive campaigning, or

...serving by appointment or election in a part-time political office) are consistent with effective serve as a member of a faculty.

ARTICLE 6

PROFESSIONAL ETHICS AND RESPONSIBILITIES

6.1 The Union endorses the Statement of Professional Ethics prepared by the American Association of University Professors, including the following concepts:

PTF, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

As teachers, PTF encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

As colleagues, PTF have obligations that derive from common membership in the community of scholars. PTF do not discriminate against or harass colleagues and students. They respect and defend the free inquiry of associates and students. In the exchange of criticism and ideas professors show due respect for the opinions of others. PTF acknowledge academic debt and strive to be objective in their judgment of colleagues.

As members of an academic institution, professors seek above all to be effective teachers and scholars. Although PTF observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they main their right to criticize and seek revision. PTF give due regard to their paramount responsibilities within their institution indetermining the amount of character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

As members of their community, PTF have the rights and obligations of other citizens. PTF measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, PTF have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Faculty members shall adhere to University policies and procedures for: class attendance, course scheduling, final examinations, course expectations and grading policies, development and distribution of course syllabi, proficiency with learning management systems, course modality, availability for student conferences and advising, the timely submission of grades, and maintaining and retaining records of grades and all student products not returned to the students.

ARTICLE 7 **MEMBERSHIP LISTS**

The University shall provide the Union each semester during the academic year the following information according to the schedule set forth below: the name, home address and email address, if reported to the University, of each bargaining unit member teaching that semester as set forth in Article I (Recognition Clause), the course(s) being taught that semester by each bargaining unit member; the payment for each course being taught; and the schedule for each course. This information will be provided to the Union President and the Union's Executive Director electronically.

1. Fall Semester: first draft not later than October 15; final draft by November 15.
2. Spring Semester: first draft not later than February 15; final draft by March 15.

ARTICLE 8 **PERSONNEL FILES**

Colleges shall maintain a personnel file for each PTF. All PTF are entitled to review his/her personnel file within one business day of a written request, during normal business hours. The PTF may respond to any documents that may be contained in the file and may add to the file documents that pertain to his/her PTF employment at the University. The personnel file shall not contain any anonymous or unattributed materials, other than reports of the student evaluation of teaching instrument used at the University. The PTF is entitled to copies of any material maintained in the file. The Union shall be allowed to view each PTF employee's personnel files upon approval by the faculty member.

ARTICLE 9 **EVALUATION/DISCIPLINE**

PERFORMANCE EVALUATION

9.1 The purpose of the PTF performance evaluation is to encourage the improvement of individual professional performance and to provide a rational basis for employment decisions.

9.2 A performance evaluation shall be performed during the first four (4) terms of employment. Beginning in the fifth (5th) term of employment at least one evaluation must be conducted before a decision not to reappoint is made.

9.3 In the Department of languages, the performance evaluation process shall include

direct classroom observation of PTF by the department chair or designee. In all other departments, the performance evaluation process shall include direct classroom observation of PTF by the department chair or a designee mutually agreed to by the chair and the Union. The part-time faculty member must grant the observer access to the course learning management system site for the purpose of completing the evaluation.

9.4 PTF are required to administer the current student feedback of teaching instrument used at the University for every class section taught. These results will be used as one component in evaluating teaching effectiveness. Unofficial sources, such as on-line professor rating web sites, are not to be used in the evaluation process.

9.5 PTF shall be given a copy of their performance evaluation(s) within thirty (30) days of completion. All PTF performance evaluations must be completed and signed by the department chair or designee.

DISCIPLINE AND DISCHARGE

9.6 The Union recognizes the authority of the University and URI Board of Trustees to suspend, dismiss, or take other appropriate action against a part-time faculty member for just cause, following a probationary period of four (4) terms. Discipline shall be progressive, and dismissal shall result from very serious and/or repeated incidents of misconduct. Dismissal shall be defined as the discharge of a part-time faculty member prior to or after the end of the limited appointment period.

9.7 A part-time faculty member and the Union shall both receive a written statement of reasons for any disciplinary action no later than two (2) weeks after the end of classes for the semester in which the decision was made. If the part-time faculty member considers such disciplinary action to be improper, he/she may appeal the decision in accordance with the grievance procedure.

9.8 When the department chair and/or the Dean of the relevant college meets with a part-time faculty member for the purpose of imposing disciplinary action or termination or when such meeting might lead to the imposition of disciplinary action or termination, the faculty member has the right to union representation, if he or she chooses.

ARTICLE 10 **TIME IN SERVICE/ASSIGNMENTS**

10.1 Part-time faculty are hired and assigned courses based upon their qualifications including academic credentials, professional and life experience (including specialty credentials), and previous teaching experience. At the University, PTF members who have taught satisfactorily for more than four (4) terms shall have the expectation of being assigned courses in subsequent semesters, including Summer Sessions, I, II, and III, and Winter J-Term, according to availability, qualifications, and time in service. Courses shall be assigned to part-time faculty by the department chair, with the approval of the Dean, in the following manner.

10.2 The department chair will consider PTF's course sections request, available course

offerings, qualifications, and satisfactory past performance as documented through the official procedures of this Agreement. In selecting among PTF meeting the qualifications to teach available course offerings, PTF with previous time in service shall be reappointed in order of decreasing time in service, at the time of solicitation, beginning with the PTF possessing the most time in service until the available course offerings are exhausted.

10.3 Part-time faculty who teach in more than one department (most time in service) shall hold time in service in each department separately. For purposes of calculating time in service the total number of courses taught in each department shall be calculated. Cross-listed courses shall be credited to the appointing department.

10.4 At a minimum of two (2) months previous to the start of the semester or term of appointment, department chairpersons shall solicit course section requests from all PTF in said department for the semester in question. Such solicitation shall include a list of all course sections the department will staff with PTF (including course sections' days, times, planned modality, and locations) and shall be made in writing. PTF will be allowed ten (10) days from the email date of said solicitation to respond in writing.

10.5 Department chairpersons shall make a reasonable effort to notify PTF of such assignments by a minimum of three (3) weeks previous to the start of the semester or term, in writing. PTF will be allowed ten (10) working days from the email date of said offer to accept/reject all or part of the offer in writing. However, in many situations, course selections are not finalized until the commencement of classes.

10.6 In cases where two or more part-time faculty members have taught the same number of courses, the part-time faculty member(s) with the earlier beginning date of first PT course taught shall be considered as having the higher time in service. Authorized leaves of absence shall not be deemed an interruption of service. In the event a PTF faculty member believes such data has been incorrectly determined, that PTF faculty member shall so advise the department chair and indicate the time in service the part-time faculty member believes to be correct. For the purpose of establishing time in service prior to the Fall 1996/Spring 1997, the individual part-time faculty members shall have the burden of providing documentation showing prior part-time teaching service at the University. Accepted methods of such documentation may include college course assignments, Student Evaluation of Teacher (SET) or IDEA SRI (Student Reaction to Instruction) forms, or final grade sheets. In the absence of such college records, the issue will be resolved in a manner agreed upon by the parties. Courses taught by PTF as of the date of this signed agreement and which have already been included in a PTF's time in service record shall remain in that PTF's total time in service record.

PTF courses taught in Summer Sessions I, II, and III shall be added to a PTF's total Time in Service record commencing with Summer 2010.

10.7 PTF who wish not to be solicited shall inform their chair via email, who shall inform the Provost's office. Such faculty shall be removed from the solicitation list as soon as possible for the period specified. Removal for two (2) years or more shall result in loss of bargaining status.

10.8 PTF courses taught in the J-Term shall be added to PTF time in service record.

**CANCELLED ASSIGNMENTS AND COURSES TAUGHT AT REDUCED
COMPENSATION**

10.9 If the Administration determines during the week before classes begin that student enrollment is lower than the minimum number, the course may be offered to the PTF member according to the following pay scale. A part-time faculty member may decline the option of reduced compensation rate without prejudice.

<u>Number of Students</u>	<u>Compensation Rate</u>
Minimum -1	90%
Minimum -2	80%
Minimum -3	70%
Minimum -4	60%
Minimum -5	50%

For lecture courses, the minimum number is typically twelve (12) students for courses taught during the fall, spring, and accelerated on-line semesters, and nine (9) students for all summer and Winter J-term courses. Minima may vary for seminar courses, labs, clinical courses, and other non-lecture courses. A department may cancel a course at any enrollment level it deems insufficient.

10.10 The enrollment of the last day for adding courses shall determine the rate of pay for the course from that date to the end of the semester.

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

10.12 If circumstances warrant the assignment of courses to a PTF on less notice than that described above, the department chair shall make such assignments according to the availability and time in service of PTF within the department.

10.13 Part-time faculty who cover absences shall be compensated on a prorated basis for that portion of the semester they cover. If the period, the part-time faculty covers is after the semester midterm and through the balance of the semester, the PTF shall be compensated for the balance of the semester plus an additional ten percent of the PTF member's regular contractual

rate of pay.

10.14 Any part-time faculty member who loses a course assignment(s) within the timeframes set forth below shall receive credit for the course for the purposes of Bargaining Unit Status.

10.15 Upon ratification of this Agreement, if the course assignment is canceled on or after the Thursday preceding the first day of classes for a given term, the part-time faculty member shall be paid a stipend of five hundred (\$500.00) dollars.

ARTICLE 11 **SALARIES**

Part-time faculty shall be paid according to their standing in a three-tiered salary structure. The salary categories are: PTF I; PTF II; and PTF III. All salary figures are minima; and the University may, at its discretion, set part-time faculty salaries in any department or college above the minimum salary figures cited below.

Eligibility for Advancement:

1. Effective Fall 2022, Part-time faculty shall be advanced to PTF II upon teaching of their fifteenth (15th) course. Should a faculty member teach their fourteenth (14th) and fifteenth (15th) course in the same term, the course bearing the fewer credits, if different, shall be considered the 15th course. If the courses are taught in different departments, the course taught in the department in which the PTF has taught the most courses, shall be considered the 15th course.
2. Effective Fall 2022, Part-time faculty shall be advanced to PTF III upon teaching their twenty-fourth (24th) course. Should a faculty member's twenty-third (23rd) and twenty-fourth (24th) course be in the same term, the course bearing the fewer credits, if different, shall be considered the 24th course. If the courses are taught in different departments, the course taught in the department in which the PTF has taught the most courses shall be considered the 24th course.

Salary Schedule (per credit hour)

Year	PTF 1	PTF 2	PTF 3	PTF 1 (3 credits)	PTF 2 (3 credits)	PTF 3 (3 credits)
Spring 22	\$1537	\$1649	\$1770	\$4611	\$4947	\$5310
Fall 22	\$1575	\$1690	\$1814	\$4725	\$5070	\$5442
Fall 23	\$1614	\$1732	\$1859	\$4842	\$5196	\$5577

ARTICLE 12
LEAVES OF ABSENCE

12.1 PTF shall notify, in a timely manner, their department chair if they are unable to perform the duties described in their appointment letters due to the sickness or unforeseen personal reasons. Alternative methods of performing assigned duties must be approved by the chair. Such approval shall not be unreasonably denied. No more than 7% of class time may be covered by granted leave of absence without loss of pay.

12.2 Each PTF shall be granted up to three consecutive days leave with full pay for death in the immediate family, i.e., parent, stepparents, siblings, stepsiblings, spouse, domestic partner, children, stepchildren, in-laws, grandparents, step grandparents, grandchildren, step-grandchildren, or any person living in the faculty member's household.

12.3 If, after a course assignment has been made a PTF is unable to teach due to illness, parental obligations, and military or for personal reasons, he or she may apply for a leave of absence. The PTF must make application in writing to the chairperson for approval. An approved leave will not be construed as a break in service.

12.4 PTF who are required to report to court in person in response to a jury duty summons, or who are required to report for jury examination of qualification or who are required to serve on a jury, shall receive their regular salary during these absences, less their jury pay.

ARTICLE 13
GRIEVANCE AND ARBITRATION

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Board and the Union or between the Board and any employee with respect to the interpretation, application, or violation of any of the provisions of the Agreement. The parties agree that the general purpose of a grievance procedure is to resolve problems as they arise consistent with the provisions of this Agreement. The parties agree that they will make every good faith effort to resolve all grievances, consistent with the provisions of this Agreement. The parties further agree that there shall be no retribution or reprisal of any kind against a bargaining unit member for filing a grievance and/or participation in any of the grievance proceedings.

13.1 There shall be a grievance procedure as follows:

STEP 1 - Immediate Supervisor

A grievance shall be presented by the aggrieved to his/her immediate supervisor (department chair) within fifteen (15) working days after the employee knew or "should have known" of the act, event, and/or commencement of the condition which is the basis of the grievance.

An aggrieved PTF and a PTF representative shall meet with the Department Chair within fifteen (15) working days after filing the grievance. The Department Chair shall attempt to

settle the grievance and render a written decision including reasons within ten (10) working days after the close of the meeting.

STEP 2 - Dean Level

If the grievance is not resolved in Step 1, it shall be submitted within ten (10) working days of the immediate supervisor's decision to the Dean or his/her designee, who shall grant a hearing to the aggrieved and a representative of the PTF within ten (10) working days of the receipt of the written grievance. Within ten (10) working days of the conclusion of the hearing, the grievant or the PTF may present to the Dean a written statement or summary of the grievance arguments as part of the grievance record. A written decision including reasons shall be rendered within ten (10) working days of the conclusion of the hearing, or of receipt of such written statement.

STEP 3 - Presidential Level

If the grievance is not resolved in Step 2, it shall be submitted within ten (10) working days of the Dean's decision to the President or his/her designee, who shall grant a formal hearing to the aggrieved and a representative of the PTF within ten (10) working days of the receipt of the written grievance. The President or his/her designee shall render a written decision including reasons within ten (10) working days of the conclusion of the hearing.

13.2 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 in writing extend any time limitation specified herein.

13.3 A copy of all grievances filed will be furnished by the Grievant to the URI/PTF at the time of filing at each step level. Grievances shall be filed at the step level at which the claimed grievance occurred. Each grievance in writing shall contain a statement of the facts giving rise to the grievance and the relief requested.

13.4 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Board, on request, will produce payroll, employment or University records which are relevant to the grievance at issue and other records, as necessary. Employee witnesses who are University employees and grievants will receive their regular rate of pay for time spent processing grievances, provided that time coincides with their regular work hours. Such time spent shall be subject to approval of the appropriate dean, which should not be unreasonably withheld.

13.5 Further, in a group grievance only one (1) of the grievants Union shall be in pay status, if applicable, as spokesperson for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee within an employing unit, and which involve like circumstances and facts for the grievance involved.

13.6 The Union representative shall have the right to assist the aggrieved at any step

of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process a grievance without Union representation. If such grievance is processed without Union representation, the aggrieved's PTF representative(s) or other PTF representative shall be present at all meetings/hearings as stated elsewhere in this article, and the facts of said grievance will be furnished to the Union in writing.

13.7 It is also agreed that in all cases of dismissal or suspension the aggrieved and/or the PTF may go immediately to Step 3 of the grievance procedure. It is further agreed that either party to this Agreement may submit a grievance to each other and proceed immediately to Step 3.

13.8 Decisions rendered shall be forwarded to the Union and to the aggrieved employee. The aggrieved and/or the PTF may withdraw the grievance at any time during the process. Failure at any step of the grievance procedure to withdraw or appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered at the previous Step Level and shall also be binding upon the Union in the event that the Union was timely notified of the grievance when it was filed or if the Union participated in the presentation of the grievance.

13.9 Any grievances which are withdrawn by the PTF or are settled by the parties shall not constitute or be used as precedents.

13.10 For the purposes of this Article, the following definitions shall apply:

- a. "within a working day" shall mean prior to the end of the normal closing time of the working day following receipt of the grievance and shall be exclusive of weekends, holidays, semester break and spring recess, and days when classes are cancelled due to emergency conditions.
- b. "aggrieved" shall mean either the employee and/or the Union.

ARBITRATION

13.11 If a grievance is not settled under Article 13.1, such grievance shall, at the request of the PTF or the Board, be referred to the American Arbitration Association in accordance with its rules then obtaining.

13.12 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.

13.12 Only grievances arising out of the provisions of this contract relating to the application or interpretation or violation thereof may be submitted to arbitration.

13.13 All submissions to arbitration must be made within thirty (30) working days after the grievance procedure decision.

ARTICLE 14
ASSOCIATION LEAVE

PTF will be permitted to attend grievance hearings without loss of pay if called to serve as a witness at a hearing scheduled at the same time as an assigned class.

ARTICLE 15
WORK-RELATED ENTITLEMENTS

15.1 Union Office Space- The University shall provide access to rental space for a Union office.

15.2 Access to Office Space - Departments shall provide, where possible, PTF access to desks, telephones, mailboxes, and computers with Internet access. Access to a desk in a private space shall be provided as needed for confidential student conferences. Routine staff support and services shall be extended to PTF.

15.3 Access to Library Facilities - PTF shall have access to a University library card and a CRIARL (Consortium of RI Academic and Research Libraries) library card.

15.4 Access to Parking - PTF shall have access to faculty/staff parking.

15.5 Access to Recreational Facilities - PTF shall have standard faculty/staff access to campus recreational facilities.

15.6 Access to Email Accounts - PTF will be assigned standard faculty email accounts.

15.7 Access to Instructional Media Facilities - PTF shall have routine access to University instructional media facilities and equipment.

15.8 Access to Duplicating Equipment- PTF shall have routine access to duplicating equipment for class-related materials.

15.9 Access to Direct Deposit - As of ratification, all new PTF must sign up for direct deposit for their paychecks. All current PTF must sign up for direct deposit for their paychecks within ninety (90) days of the ratification of this agreement.

15.10 All PTF shall have access to a URI identification card.

15.11 Access to URI Business Cards - PTF shall have access to University business cards at their own expense.

15.12 MANDATORY TRAINING: Neither the University, nor any of its divisions, colleges, departments, programs, or units, may require part-time faculty to take part in training without compensation and without prior notice of the amount of compensation and the expected time of completion for the training program. Should mandatory training be sought, the division, college, department, program or unit shall file a request in writing with the Office of the Provost and Office

of Human Resources Administration concerning the training, including its necessity, scope, eligibility, and time commitment. The University will determine the average time of completion for each training program. The average will be used as the compensation criteria for all PTF trainings and it is classified as follows: 1 hour = \$50, half day = \$150 and full day = \$300. Trainings may be listed as averaging 1 hour, a half day, a full day or some combination of the above such as two days, one and one-half days or two hours. The provisions of this section cover only trainings that are mandated after the ratification date of this Agreement and that are not prerequisites to employment.

15.13 PROFESSIONAL DEVELOPMENT: The Office for Advancement of Teaching and Learning shall indicate which of its offerings are open to part-time faculty and stipend to be paid, if any, as well as any stipulations concerning payment of the stipend. Such information will be provided to the Union.

ARTICLE 16 **DUES DEDUCTION**

16.1 The University Controller shall deduct union dues or service charges each pay period from the wages of members of the bargaining unit. Union membership dues must be authorized in writing. The University Controller shall forward promptly to the Treasurer of the Union a check representing the amounts so deducted. Union membership dues and service fees will be determined by the Union.

16.2 In accordance with title 36-11-2 of the General Laws of Rhode Island Discrimination Because of Membership in Employee Organization Prohibited, membership in any employee organization may be determined by each individual employee. Any non-member who is in a position within the bargaining unit may choose to voluntarily pay fees to the Union. The fee for non-members within a bargaining unit shall be established in an amount determined by the Union in the same manner in which dues are deducted, as indicated in this article. Said fees shall be remitted to the Treasurer of the Union, together with a list by department, of the non-members who have had payments deducted.

16.3 In the event that the dues and/or fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision by a court of competent jurisdiction, the parties agree to discuss and bargain a new system of dues and/or fee collection within thirty (30) days of such act/decision.

16.4 Supervisory employees shall not endorse any particular employee organization or, by reason of membership in any such organization, show prejudice or discriminate towards individual employee.

ARTICLE 17 **ALTERATION OF AGREEMENT**

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

ARTICLE 18
NO STRIKE OR LOCKOUTS

The PTF and its members will not cause, call or sanction any strike, work stoppage, or slow down, nor will the Board lock out its PTF members during the term of this Agreement. It is agreed that all provisions of this Agreement are binding in each of the PTF members covered by this Contract.

ARTICLE 19
SAVINGS CLAUSE

Should any provision of this Agreement or any application thereof, by 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 20
APPOINTMENT LETTERS

Appointment letters shall include a statement that "terms and conditions of employment are governed by the collective bargaining agreement between the URI Board of Trustees and RI Council 94, AFSCME, AFL-CIO, Part-Time Faculty, Local 145."

ARTICLE 21
INTELLECTUAL PROPERTY

This is to confirm that the stipulations and provisions of the University's policy on Intellectual Property, as stipulated in URI's University Manual, Sections 10.40 through 10.44.10, apply to URI's Part-Time Faculty.

The provisions of the University's policy on Intellectual Property are not subject to: Article 13 - Grievance and Arbitration of this Agreement.

ARTICLE 22
LARGE CLASS

The parties agree that PTF who teach more than 50 students and fewer than 100 students will receive compensation for two courses. PTF who teach more than 99 students will receive compensation for three (3) courses. No PTF will teach more than 150 students without their express permission.

ARTICLE 23
COMPENSATION FOR THE INDEPENDENT STUDY

Part-time faculty will receive a \$72.00 per credit (same as full-time faculty) for an independent study approved in advance by the department chair. Any subsequent increase in

payment to full- time faculty shall be effectuated thereafter to URI part-time faculty.

ARTICLE 24
TEACHING EXCELLENCE AWARDS

The University will establish an annual teaching excellence award for part-time faculty utilizing a procedure and criteria for nomination similar to that used for the Foundation Excellence Awards. The President's/Provost's selection for the Teaching Excellence awards shall be final and will not be grievable under Article 13 of the Collective Bargaining Agreement.

ARTICLE 25
TERMINATION OF AGREEMENT

This Agreement shall be effective the first day of July 2021 and shall remain in full force and effect until the 30th day of June 2024.

It shall automatically renew from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the expiration 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 expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is executed.

In witness thereof, the parties hereto set their hands this ___ day of _____, 2022.

SIGNATURES ON THE FOLLOWING PAGE

For URI/Board of Trustees:

Margo L. Cook 8/19/2022

Margo L. Cook, Chair Date
Board of Trustees

Marc Parlange Aug. 18, 2022
Marc B. Parlange Date
President, University of Rhode Island

Anne Marie Colemand 8/18/2022
Anne Marie Colemand Date
Assist. VP for Human Resources

M. J. M. V. 8/18/22
Date

August 19, 2022
Date

For the Union:

Alexis Santoro 8/12/22
Alexis Santoro, Esq. Date:
Executive Director
RI Council 94, AFSCME, AFL-CIO

Edward S. Inman III 8/15/22
Edward S. Inman III Date
President, Local 145
RI Council 94, AFSCME, AFL-CIO

Patricia Maguire 8-17-22
Patricia Maguire Date
Executive Director
Local 145

William Springer
William Springer
Local 145

John Burns 8/17/22
John Burns Date
Senior Staff Representative
RI Council 94, AFSCME, AFL-CIO