

**AGREEMENT**

**between the**

**RHODE ISLAND COUNCIL ON POSTSECONDARY EDUCATION**

**and**

**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,  
PART-TIME FACULTY UNITED  
URI/AAUP/PTFU**

**July 1, 2017 – June 30, 2020**

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**PREAMBLE**

**MISSION of UNIVERSITY OF RHODE ISLAND**

“The University of Rhode Island is the state’s public learner-centered research university. We are a community joined in a common quest for knowledge. The University is committed to enriching the lives of its students through its land, sea, and urban grant traditions. URI is the only public institution in Rhode Island offering undergraduate, graduate, and professional students the distinctive educational opportunities of a major research university. Our undergraduate, graduate, and professional education, research and outreach serve Rhode Island and beyond. Students, faculty, staff, and alumni are united in one common purpose: to learn and lead together.” (Source: *URI website*)

**URI’S 21<sup>st</sup> CENTURY TRANSFORMATIONAL GOALS**

Included in the University of Rhode Island’s transformational goals is a strong commitment to “designing, implementing, and monitoring the progress of strategies that foster diversity and community at URI across all divisions, departments, and activities—infusing a consciousness of diversity into the fabric of the community and the culture of the University.” (Source: *URI Transformational Goals for the 21<sup>st</sup> Century*, Fall 2017)

The University of Rhode Island part-time faculty covered by this Agreement form a significant aspect of the URI community and are committed to achieving URI’s goals and purposes expressed in the University’s Mission Statement. In the words of the current URI president: “Every member of the URI community plays a role in reaching our transformational aspirations. Working together we can accomplish a great deal more than we ever thought possible.” Dr. David M. Dooley, President. (*Transformational Goals*, Fall 2017)

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## AGREEMENT

In this Agreement entered into by and between the Rhode Island Council on Postsecondary Education hereinafter referred to as the Council and the University of Rhode Island/American Association of University Professors Part-Time Faculty United, referred to hereinafter as the URI/AAUP PTFU, 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 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 "calendar year" is defined as the twelve (12) month period commencing July 1 through June 30 of the following year.
3. "Commissioner" shall be defined as the Commissioner or Acting Commissioner of the Council on Postsecondary Education for the State of Rhode Island.
4. "President" shall be defined as the chief executive officer or acting chief executive of the University.
5. "Association" or "Union" shall be defined as the University of Rhode Island Chapter of the American Association of University Professors Part-Time Faculty United (URI/AAUP PTFU).
6. The term "Part-Time Faculty" (also referred to as "part-time faculty member" or "PTF member") as used in this Agreement means a member of the bargaining unit as defined in the Recognition Clause, Article I of this Agreement.
7. "Terms and Conditions" contained herein shall apply to all members of the bargaining unit.
8. "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.
9. "Course" and "Course Section" shall be defined as a course or section with three or more credits on any University campus and shall not include non-credit courses.

**ARTICLE I**  
**RECOGNITION**

Pursuant to an in accordance with all applicable provisions of Section 36-11 of the General Laws of Rhode Island, 1956, as amended, The Rhode Island Board of Governors for Higher Education does hereby recognize the URI/AAUP Part-Time Faculty United (PTFU) as the exclusive bargaining agent for all per course Faculty employed by the Employer at all University of Rhode Island campuses teaching a total of six (6) credits during two (2) academic years, commencing 2005-2006, 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 28-7-16 of the Act, the URI/AAUP PTFU 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 who has completed two courses during two calendar years must thereafter teach an average of one course per calendar year averaged over a two calendar year block. Any part-time faculty member who does not teach an average of one course per calendar year averaged over a two calendar year block will be removed from the bargaining unit on September 1<sup>st</sup> following the calendar year which concludes the two year period. The parties agree that the attached schematic reflects this agreement.

Meet Eligibility		Two Year Block		Determine status on 9/1 at end of 2 year block
Fall 1st year	Fall 2nd year	Fall 3rd year	Fall 4th year	Fall 5th year/Sept 1
3*	3	0	6	IN
		0	3	OUT
		3	3	IN
		3	0	OUT

Meet Eligibility		Two Year Block		Determine status on 9/1 at end of 2 year block
Fall 1st year	Fall 2nd year	Fall 3rd year	Fall 4th year	Fall 5th year/Sept 1
6*	0	0	6	IN
		3	3	IN
		3	0	OUT
		6	0	IN
		0	3	OUT

\* Denotes credit hours

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The URI/AAUP PTFU recognizes that the Council, the Commissioner, 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 III**  
**NON-DISCRIMINATION CLAUSE**

- 3.1 The Council 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 Administration 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 Council 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 IV**  
**CONSULTATION WITH PRESIDENT**

4.1 Consultation with President

The President or his/her designee shall meet with representatives of the Association 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 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 V 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 Providence Plantations 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 Council and the Association 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 Council 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."

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\* 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 mater 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 VI** **PROFESSIONAL ETHICS AND RESPONSIBILITIES**

- 6.1 The PTFU 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 maintain their right to criticize and seek revision. PTF give due regard to their paramount responsibilities within their institution in determining 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, 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 VII**  
**MEMBERSHIP LISTS**

The University shall provide the Association 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 Association President electronically.

- (1) Fall Semester: not later than October 15.
- (2) Spring Semester: not later than February 15.

**ARTICLE VIII**  
**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.

**ARTICLE IX**  
**EVALUATION/DISCIPLINE**

**PERFORMANCE EVALUATION**

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.

The frequency of PTF performance evaluations may be every two academic years from the date of inclusion in the bargaining unit. At least one evaluation must be conducted before a decision not to reappoint can be made.

Performance evaluations are required for step level advancements with one (1) evaluation required for moving to Step II and one (1) evaluation required for moving to Step III. (See Article XI, Salaries)

The performance evaluation process shall include direct classroom observation of PTF by the department chair or in colleges that do not have department chairs, the dean's designee.

PTF are required to administer the current student evaluation 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.

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

### **DISCIPLINE AND DISCHARGE**

The union recognizes the authority of the University and the Council on Postsecondary Education to suspend, dismiss or take other appropriate action against a part-time faculty member for just cause. Discipline shall be progressive and dismissal shall result from very serious and/or repeated incidents of misconduct. Dismissal shall be defined as the discharge of a part-time faculty member prior to or after the end of the limited appointment period.

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

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 X** **TIME IN SERVICE/ASSIGNMENTS**

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 shall have the expectation of being assigned courses in subsequent semesters, including Summer Sessions, I, II, and III, 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.

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, beginning with the PTF possessing the most time in service until the available course offerings are exhausted.

Part-time faculty who teach courses outside of their primary 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. This section shall not apply to cross-listed courses.

At a minimum of two (2) months previous to the start of the Fall semester and by a minimum of two (2) months previous to the Spring semester, and by two (2) months previous to Summer Sessions, I, II, and III, 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, 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.

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 Fall and Spring semesters, and Summer Sessions I, II, and III, in writing. PTF will be allowed ten (10) days from the email date of said offer to accept/reject all or the commencement of classes.

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 for such verification through college records will include college course assignment contracts or copies of load credit hour forms, 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.

PTF courses taught in the J-Term shall be added to PTF Time in Service record.

### **CANCELLED ASSIGNMENTS**

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%

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.

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).

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.

If the course assignment is cancelled at the end of the first week of class, the PTF shall be paid a stipend of five hundred (\$500) dollars.

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.

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

## **ARTICLE XI**

### **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. Upon application.
2. Only one successful evaluation\* will be required to advance from PTF I to PTF II and PTF II to PTF III.
3. Upon approved application, advancement shall be at the beginning of the following semester.

\*As provided for in the Evaluation section, Article IX of this Agreement.

Procedure for Advancement:

1. Application submitted to Department Chair in the semester prior to the semester in which the PTF faculty member will achieve the required number of courses as follows: 15 courses for advancement to PTF II; and 22 courses for advancement to PTF III.
2. Applications must be submitted by October 1<sup>st</sup> for a Fall semester advancement review or February 15<sup>th</sup> for a Spring semester advancement review.
3. The Department Chair shall review applications and evaluations.
4. Once part-time faculty members apply for advancement review, the review will take place and be completed within that semester.
5. Department chair forwards the recommendation to the Dean. The Dean shall make the final decision on advancement. The part-time faculty member shall receive a copy of each recommendation and the final decision.
6. For advancement under this Article, "course" shall be limited to courses of three (3) credits or more (including courses taught in Summer Sessions I, II, and III and the J-Term) and, in calculating the number of courses taught by the PTF member, there shall be no distinction between three or four-credit courses. With respect to retired tenure-track faculty who otherwise qualify for bargaining unit membership, only postretirement courses shall be considered.

### Salary Schedule (per credit hour)

<u>EFFECTIVE</u>	<u>PTF I</u>	<u>PTF II</u>	<u>PTF III</u>
*There shall be no salary increase for Fall 2012 – Fall 2016			
Fall 2017	\$1367/cr	\$1467/cr	\$1575/cr
Fall 2018		Wage Re-opener	
Fall 2019		Wage Re-opener	

### ARTICLE XII LEAVES OF ABSENCE

- 12.1 PTF shall notify, in a timely manner, their department chair if they will be absent due to sickness or unforeseen personal reasons. No more than 7% of class time may be covered by such a granted leave of absence without loss of pay, provided classes are covered by other qualified faculty, or outside classroom activities are assigned, or some other academically appropriate option is used as approved by the department chair.
- 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 XIII GRIEVANCE AND ARBITRATION

- 13.1 For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Council and the Union or between the Council 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.

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 PTFU 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 PTFU 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 PTFU 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 PTFU 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.

STEP 4 – Commissioner’s Level

If the grievance is not resolved in Step 3, it shall be submitted within ten (10) working days of the President’s decision to the Commissioner of Postsecondary Education or his/her designee, as agent for the Council on Postsecondary Education, who shall grant a hearing to the aggrieved and a representative of the PTFU within ten (10) working days of the receipt of the written grievance. The Commissioner or his/her designee shall render written decision including reasons within ten (10) working days of the conclusion of the hearing.

13.1.1 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.

13.1.2 A copy of all grievances filed will be furnished by the Grievant to the URI/PTFU 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.

13.1.3 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. 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.

13.1.4 Further, in a group grievance only one (1) of the grievants and the appropriate employee representative 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.

13.1.5 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 PTFU representative(s) or other PTFU 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.

13.1.6 It is also agreed that in all cases of dismissal or suspension the aggrieved and/or the PTFU 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.

13.1.7 Decisions rendered shall be forwarded to the Union and to the aggrieved employee.

13.1.8 The aggrieved and/or the PTFU 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.

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

13.1.10 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 Association.

### **ARBITRATION**

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

13.3 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.

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

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

### **ARTICLE XIV ASSOCIATION LEAVE**

14.1 PTFU 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 XV WORK-RELATED ENTITLEMENTS**

1. Union Office Space – The University shall provide access to rental space for a Union office.
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.
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.
4. Access to Parking – PTF shall have access to faculty/staff parking.
5. Access to Recreational Facilities – PTF shall have standard faculty/staff access to campus recreational facilities.
6. Access to Email Accounts – PTF will be assigned standard faculty email accounts.

7. Access to Instructional Media Facilities – PTF shall have routine access to University instructional media facilities and equipment.
8. Access to Duplicating Equipment – PTF shall have routine access to duplicating equipment for class-related materials.
9. Access to Direct Deposit – All PTF shall have access to direct deposit for their paychecks.
10. All PTF shall have access to a URI identification card.
11. Access to URI Business Cards – PTF shall have access to University business cards at their own expense.

#### **ARTICLE XVI** **DUES DEDUCTION**

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 URI/AAUP/PTFU a check representing the amounts so deducted. Union membership dues and service fees will be determined by the URI/AAUP/PTFU.

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; provided, however, that all non-members shall pay to the employee organization a service charge as a contribution toward the administration of any Collective Bargaining Agreement in an amount equal to the regular dues. 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 XVII** **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 XVIII**  
**NO STRIKE OR LOCKOUTS**

The PTFU and its members will not cause, call or sanction any strike, work stoppage, or slow down, nor will the Council 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 XIX**  
**SAVINGS CLAUSE**

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 XX**  
**TERMINATION OF AGREEMENT**


1. This Agreement shall be effective the first day of July 2017 and shall remain in full force and effect until the 30<sup>th</sup> day of June 2020.

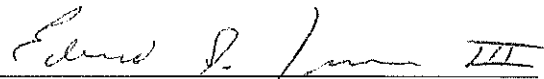
It shall automatically renew from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) 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.

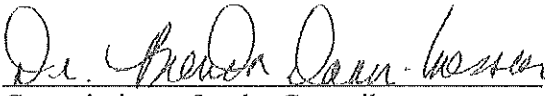
2. In witness thereof, the parties hereto set their hands this 1st day of FEBRUARY, 2018.

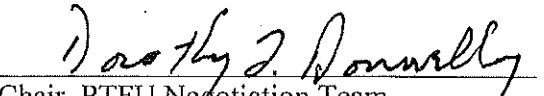
**FOR THE COUNCIL ON  
POSTSECONDARY EDUCATION:**


**FOR THE PTFU:**

  
\_\_\_\_\_  
Chair, Council on  
Postsecondary Education

  
\_\_\_\_\_  
President, PTFU

  
\_\_\_\_\_  
Commissioner for the Council  
on Postsecondary Education

  
\_\_\_\_\_  
Chair, PTFU Negotiation Team

  
\_\_\_\_\_  
President of the University

  
\_\_\_\_\_  
Director, Labor Relations

**APPENDIX A**  
**MEMORANDUM OF AGREEMENT**  
**RE: Evaluations in Department of Languages**

The parties agree that the Department of Modern and Classical Languages and Literatures is exempt from the requirement that “classroom observations shall be conducted by the Department Chair.” (Article IX, Performance Evaluations, paragraph 4). Rather, for the Languages Department, PTF classroom observations shall be conducted by the Department Chair and/or appropriate Section Head, as determined by the department chair.

## APPENDIX B

### LETTER OF AGREEMENT RE: Language in PTF Appointment Letters

#### 1. Current Members of the Bargaining Unit

The parties agree that the following statement shall be included in the appointment letters to all PTF who are current members of the bargaining unit: “and the provisions of the Collective Bargaining Agreement between the Rhode Island Council on Postsecondary Education and PTFU. (<http://www.uri.edu/ptfu/>)”

#### 2. Newly Hired Part-Time Faculty

The parties agree that the following statement shall be included in the appointment letters to newly hired part-time faculty: “Please note that on the conclusion of teaching a second course within a two-year period of time you will become represented by Part-Time Faculty United and the provisions of the Council on Postsecondary Education/PTFU Collective Bargaining Agreement. (<http://www.uri.edu/ptfu/>).”



## **APPENDIX C**

### **LETTER OF AGREEMENT RE: 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 XIII: Grievance and Arbitration of this Agreement.

## **APPENDIX D**

### **LETTER OF AGREEMENT RE: Large Class**

The parties agree that faculty who teach more than 50 students and less than 100 students will receive compensation for two classes taught. Part-Time faculty who teach more than 101 students and less than 150 students will receive compensation for three classes taught. Finally, no part-time faculty will teach more than 150 students without their express, written acceptance.

## **APPENDIX E**

### **LETTER OF AGREEMENT RE: Compensation for 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.

## **APPENDIX F**

### **LETTER OF AGREEMENT RE: 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 XIII of the Collective Bargaining Agreement.