

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Interest Arbitration Between

**RHODE ISLAND COUNCIL
FOR POSTSECONDARY EDUCATION**

and

**UNIVERSITY OF RHODE ISLAND
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS PART-
TIME FACULTY UNITED**

AAA 01-15-0004-0181

ARBITRATION AWARD

This arbitration arises from contract negotiations between the Rhode Island Council for Postsecondary Education (Council) and the University of Rhode Island American Association of University Professors Part-Time Faculty United (Union). When the parties came to an impasse on five issues, they submitted this interest arbitration to the American Arbitration Association for determination. Hearings before an arbitrator were conducted on January 25, March 11, September 12, and December 9, 2016.¹ As the Rhode Island Council for Postsecondary education is considered a “state department or agency”, this matter appears before this arbitrator as required by R.I.G.L. 1956 § 36-11-9. Section 36-11-9; see also section 36-11-4.

¹ This arbitration appeared before an arbitrator from Connecticut during the first three hearing dates. At that time, the parties found this to violate Section 36-11-19(a), which requires that an arbitration in state agency interest arbitration be a resident of Rhode Island. The instant arbitrator was chosen to serve in the first arbitrator’s stead and heard the hearing on December 9, 2016. The arbitrator has conducted a thorough review of the transcripts and evidence of the hearing dates in order to familiarize himself with the testimony and issues.

STANDARD OF REVIEW

Rhode Island law requires that the factors an arbitrator should consider when acting in an interest arbitration as defined in § 36-11-10. In all issues not concerning wages, the arbitrator must consider the public interest and welfare and compare the type of employment “to other industries, trades, or professions” regarding “specifically” the hazards of the occupation, “[p]hysical, educational, and mental qualifications,” and “job training and skills.” Id. at (2), (3). An arbitrator is required under interest arbitration to make decisions that are binding “upon both the bargaining agent and the chief executive” on issues that do not include wages. Section 36-11-9(c).

For issues that do include wages, an arbitrator’s decision is “advisory in nature.” Id. When making an advisory decision regarding wages, the arbitrator should consider and compare “wage rates or hourly conditions of employment of the state employees” to other state workers in a similar line of work or with “similar skills under the same working conditions” both in Rhode Island and in “neighboring states in private industry and public employment on state and local levels.” Section 36-11-10(1).

ISSUES

The Council and the Union present five issues before this Arbitrator. Three issues will generate a final and binding award from this Arbitrator, while the Arbitrator will address two issues solely in an advisory opinion (II and V).

The issues:

- I. How will the next Collective Bargaining Agreement (CBA) address the size of course enrollment in classes taught by a part-time professor?
- II. How will the next CBA address the pay rate of a part-time professor for instruction of an independent study course?

- III. How and if the next CBA will address notifications to part-time professors regarding openings in full-time tenure and non-tenure positions available at the University of Rhode Island (URI)?
- IV. How and if the next CBA will grant to part-time faculty health benefits?
- V. What should the salary of part-time professors be at URI under the next CBA?

PERTINENT STATUTORY AUTHORITY

R.I.G.L. § 36-11-9 - Binding arbitration--Procedure

(a) All issues remaining in dispute after the procedures for voluntary resolution of issues provided in § 36-11-8 are exhausted shall be referred to final and binding arbitration and decision. An arbitrator shall be selected within fifteen (15) days from lists of certified arbitrators submitted by and in accordance with the rule of the American Arbitration Association, provided, however, that all names so submitted shall be of Rhode Island residents.

(b) The arbitrator shall call a hearing to be held within ten (10) days of his or her appointment and shall give at least seven (7) days written notice in writing to the bargaining agent and chief executive of the time and place of the hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding; provided, however, that a stenographic record of the proceedings shall be kept and transcribed. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issues presented to them for determination.

(c) The hearing conducted by the arbitrator shall be concluded within twenty (20) days of the time of commencement, and, within ten (10) days after the conclusion of the hearings, the arbitrator shall make written findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the bargaining agent or its attorney or other designated representative and the chief executive. The decision of the arbitrator shall be binding upon both the bargaining agent and the chief executive as to all issues and matters other than an issue which involves wages and as to that issue, the decision shall be advisory in nature.

R.I.G.L. § 36-11-10 - Factors to be considered by the arbitrator

The factors, among others, to be given weight by the arbitrator in arriving at a decision shall include:

- (1) Comparison of wage rates or hourly conditions of employment of the state employees involved with the prevailing wage rates or hourly conditions of employment maintained for the same or similar work of employees exhibiting like or similar skills under the same working conditions, in this state and neighboring states in private industry and public employment on state and local levels; (emphasis added).
- (2) Interest and welfare of the public;
- (3) Comparison of peculiarities of employment in regard to other industries, trades, or professions, specifically:
 - (i) Hazards of employment;
 - (ii) Physical, educational and mental qualifications;
 - (iii) Job training and skills.

FACTS AND TRAVEL

The current contract between the parties governed the employment of part-time professors between July 1, 2010 and June 30, 2012. JX 1; Tr. I at 6:7-9; 7:19-8:4. After or during negotiations between the parties for that contract, an arbitrator made an award for several issues on October 28, 2010. JX 3; Tr. 1 at 6:19-22.

During the first hearing for this Collective Bargaining Agreement (CBA), the parties submitted a tentative agreement to the Arbitrator. JX 2; Tr. I at 6:11-17. Both parties agreed to interest arbitration and appeared before an Arbitrator for hearings throughout 2016. Parties submitted briefs and reply briefs to the Arbitrator. Forthwith is the Arbitrator's analysis, suggestions and award.

SUMMARY OF HEARING TESTIMONY

Deborah Kaspin, President of Rhode Island College Adjunct Faculty Union

Deborah Kaspin (Kaspin) testified at the first day of hearings. See Tr. I at 20:16-27:20. Kaspin has "been an adjunct [professor at Rhode Island College] for eight and a half years, and

[is] also the president of the Rhode Island College adjunct faculty union. I've been the president since 2013.” Tr. I at 20:16-19. Before her time at Rhode Island College (RIC) Kaspin held full time positions at Yale University, the University of Virginia, and Wheaton College before serving as a part-time faculty member at Rhode Island College. Id. at 21:5-10.

The last contract negotiation between RIC and the Rhode Island Council on Postsecondary Education lasted from 2013 to the spring of 2015. Id. at 22:3-6. RIC's Adjunct Faculty Union is organized under a different general union than URI's part-time faculty. Id. at 22:19-25; 23:4-5. As President of the union, Kaspin kept abreast of part-time faculty negotiations and proposals at nearby colleges and universities. Id. at 22:7-18. The two unions do, however, negotiate with the same governing body as does the URI adjunct faculty. Id. at 23:6-11.

During the last contract negotiation between RIC and the Council, the union proposed “that our pay scale be comparable to or approaching that of the instructors.” Id. at 23:16-4:11. She added that before the proposal, “we[had] been occupying a pay scale that is in a completely different universe [than full-time faculty.]” Id. However, this proposal was not what eventually made it into the CBA. Id. at 27:2-8. Kaspin testified that her union agreed to something different than a pro rata salary. Id.; see also, id. at 27:14-17.

“What we agreed on was that there would be no retroactive pay increase for the preceding years up until the new contract would be secured and that going forward there would be a 3 percent increase each year per credit hour. So, 3 percent in fall of 2015, another 3 percent in the fall of 2016 and another 3 percent in the fall of 2017.”
Id.

Eventually, in 2015, the union negotiating committee did ratify a new contract through negotiation. Id. at 26:8-12.

Marguerite Capone, Member of the URI Part-Time Faculty Bargaining Unit

Marguerite Capone (Capone) has been teaching psychology part time at URI since 2007 “on and off.” Id. at 28:17-23. Capone has numerous degrees from various universities. Id. at 29:2-18. She earned her Ph.D. from the University of Connecticut. Id. at 29:19-20. Capone also continues to teach part time at Southern Connecticut State University (SCSU), and has done so since 1997. Id. at 29:23-24; 30:14-17. She has also taught at the University of Connecticut, RIC, Connecticut College, and Eastern Connecticut State University. Id. at 29:24-30:7. Capone testified that SCSU is not a “Research I” school. Id. at 46:18-47:4.

Capone testified regarding part-time faculty salary. Capone is “familiar with the pay rates for teaching part time as a part-time professor at [the] University of Connecticut, Southern Connecticut [State] University[,] and URI. Id. at 31:20-24. The pay rate at URI is half that of the pay she receives from SCSU. Id. at 32:2-7. Capone’s testimony was a bit confusing as to her pay level. At first, she stated that SCSU pays her at the highest level possible. Id. at 32:16-23. Then, she stated that SCSU pays her the minimum salary for her level. Id. at 34:15-20.

Capone also testified about class sizes. At SCSU, class sizes for part-time faculty “are capped at 40 [students.]” Id. at 35:2. While Capone has taught classes at URI, class sizes are “just so variable.” Id. at 35:7-9. Capone continued, stating “[l]ast semester I taught a course and last spring in introduction to psychology it had 120 students, for which I was paid for two classes, although the class was considered one course. So it wasn’t counted as two classes, it was counted as one class, but I got paid for two [classes.]” Id. at 35:9-15.

The spring semester of 2016 was different, “I was assigned a course that had 80 people.” Id. at 35:21-22. She called the university and asked if URI would pay her for two classes for teaching that large class. Id. at 35:22-36:4. However, Dr. Katz told her that “if you teach 100 [students] or more you get paid for two courses.” Id. This meant that Capone’s class of 80

students did not qualify for extra pay, and therefore she refused to teach the course. Id. at 36:5-8. She tried to negotiate for more compensation for teaching the class, which the university refused and then assigned her to “another course capped at 60 [students.]” Id. at 36:8-12. She believes that there is a class size provision in the contract at SCSU. Id. at 52:18-25. The contract applies to both full-time and part-time faculty. Id. at 53:4-7.

Capone also testified about the benefits that SCSU provides her. She does not receive any benefits from URI. Id. at 36:21-23. At SCSU, she and her son are afforded free tuition and she receives medical benefits. Id. at 37:12-21. Capone does not receive life insurance or disability from SCSU, although they are available to her. Id. at 37:22-38:5. There have been occasions when URI canceled a course Capone taught. Id. at 40:16-23. Capone is, however, compensated for cancelled classes at Southern Connecticut State University. Id. at 41:6-16.

Capone also testified about class preparation. To teach classes she studies the latest literature in her field, she “spend[s] days going through YouTube videos to see which would be appropriate for the classes I’m teaching,” she prepares her Teaching Assistant as well. Id. at 38:22-39:17. In 2016, Capone adopted a new textbook. Id. at 39:18-25. During the semester, Capone works hard to accommodate students with special accommodations, holds office hours for students, and reviews and grades assignments. Id. at 41:17-44:10.

Capone also testified about teaching an independent study course at URI. She testified that she taught an independent study for which she did not get paid. Id. at 40:5-6. Capone further stated that the student that she taught even requested that she be paid, which the department refused to do. Id. at 45:23-25. Emails between her and a student show that she told the student that the department was unwilling to pay her for the independent study. UX 4 (Email from Dr. Capone to Student May 7, 2014 at 8:03 a.m.)

Edward S. Inman, III, President of the Union

The Union then called Edward S. Inman, III (Inman) to testify. Tr. I at 59. Inman had been the President of the Union for “approximately three years,” as of January 25, 2016. Id. at 59:16-19. Inman is also part of the Union’s negotiating team. Id. at 59:18-19. Inman is a part-time faculty member teaching Political Science at URI. Id. at 59:20-21. Inman testified that he also works as a public school teacher in Cranston. Id. at 66:5-12. Inman has also taught at Roger Williams University. Id. at 66:18-21. Before teaching, he held several elected offices in the State of Rhode Island, serving in the General Assembly for 14 years, and as the Secretary of State from 2001-2003. Id. at 59:22-60:2.

Inman’s testimony was limited in its scope, testifying only to part-time faculty preparation and work responsibilities for teaching college-level courses. Inman testified that he has been teaching the same class, American Politics, for more than a decade at URI. Id. at 60:13-23. Despite teaching the same class for over a decade, he spends “hours upon hours of preparation.” Id. at 60:24-61:6.

Before holding his first course for the Spring 2016 semester, Inman prepared the syllabus, reading requirements, background information for students and selected a text. Id. at 61:14-23. His preparation “represents what most, if not all of the part-time faculty do.” Tr. I at 62:3-11. He added that preparation for courses does “depend[] on the field.” Id. Inman further testified that, outside of instructional hours, he spends time “[g]rading papers, reading papers, preparing assignments.” Id. at 63:20-64:1. Inman is in classrooms “an hour in advance so I can sit with the students to go over that material.” Id. at 64:23-24. Inman cited a “rule of thumb,” which requires that “for every credit you [teach] you should be working at least three hours prep.” Id. at 65:1-3. Inman testified that there was similar preparation required at Roger Williams University.

Id. at 66:22-67:1.

Inman testified that URI has been experimenting with “flip classrooms,” which require instructors to send assignments before class that students bring into the classroom his order to work with the instructor resulting in individual attention to students. Id. at 64:4-18. It does, however, create more preparation time for all faculty members. Id.

Despite never having one of his own classes canceled, Inman is aware of other courses being canceled. Id. at 63:12-16. He testified that there is no “automatic compensation if the course is canceled[.]” Id. at 63:17-19. However, on cross-examination, Inman testified that there is a provision for that in the collective bargaining agreement. Id. at 67:5-20. The CBA under which the parties continue to operate states that, “[i]f the course assignment is cancelled at the end of the first week of class, the [part-time faculty member] shall be paid a stipend of two hundred and fifty (\$250.00) dollars.” JX 1 at 10.

Patricia Maguire, Executive Director of Union

Patricia Maguire (Maguire) is the Executive Director of Union, and has held the position since March, 2011. Tr. I at 69:1-3. Maguire is also a member of the Union’s negotiation team. Id. at 69:3-5.

Maguire first testified regarding independent study courses. She is aware of other part-time faculty members that “have provided independent study.” Id. at 69:14-18. She testified that some part-time faculty were compensated while others were not. Id. at 70:19-21. Maguire added that she is unaware of any part-time faculty member who was compensated for providing an independent study to one individual student. Id. at 69:22-71:1.

Maguire then testified that notification of open positions is an issue in this interest arbitration “[b]ecause many people contact the office asking about different positions and lecture

lines” that they would be interested in teaching. Id. at 71:9-16. She added that she and other Union members “feel that it would be a good way to provide that to our bargaining unit through communications that we are in with our own bargaining unit.” Id. The Union is asking to be notified about specific nontenure and tenure track job postings. Id. at 76:13-22.

Maguire testified that she did not believe that URI maintains a list of personal email information of part-time faculty members that belong to the union. Id. at 71:17-72:6. She added that URI only maintains a list of part-time faculty members URI-provided email addresses. Id. at 72:2-4. Maguire added that she is provided a part-time faculty email list from URI, but that she emails those accounts and some bounce back, requiring her to find another email address. Id. at 72:2-17. She also stated that notifying part-time faculty is something that URI could do, because they “have access to the information that I do.” Id. at 72:21-73:3.

Maguire testified that she is aware of list of all positions online, but stated that she has looked several times in the past and was unable to find it. Id. at 74:3-18. She added, “[i]f there was a lecturer position that opened up in a certain department and someone said so-and-so got a lecturer position, I never saw that position posted, because I had gone on there and looked many times for any positions in a lecturer line.” Id. at 74:22-75:2. She has referred union members to the website for available positions. Id. at 75:19-23. She also stated that it was possible to put a link on her website, as other departments have done, to direct union members to available positions. Id. at 76:3-6. Maguire also said that applying for any job at URI is done through that website. Id. at 75:24-76:2.

Dorothy Donnelly, Senior Representative for the URI/AAUP, Part-Time Faculty Union

Donnelly is a retired full professor at the University of Rhode Island (URI). Tr. I at 8:10-15. She “currently serve[s] as a senior representative for the part-time faculty, and also I’m chief

negotiator for this contract.” Id. at 9:5-7. There were delays in the beginning of these negotiations because “there was a transition going on at the Rhode Island Department of Education with the new postsecondary education, and that obviously slowed things down a bit too.” Id. at 10:5-8. Before turning to interest arbitration, the parties engaged in mediation with the Federal Mediation and Conciliation Service. Id. at 10:11-13. During her testimony, Donnelly addressed each of the ongoing issues of the interest arbitration.

Donnelly first testified regarding the issue of class sizes. The Union’s “first proposal addresses the problem of part-time faculty frequently having the classes that they’re teaching increased to a level, and students enrolled[,] which is greater than what a full-time professor teaches as part of his or her normal teaching responsibility.” Id. at 12:5-10.

Donnelly testified that “this proposal is the consequence of part-time faculty being – the courses they were assigned to teach are over-enrolled for part-time faculty.” Tr. II at 88:11-14. “[A] significant number of part-time faculty have contacted the union office to inform them that they’ve been – their class is enrolled up to 35 students, and on e-Campus it said the maximum for that class was supposed to be 25.” Id. at 88:6-10. She did add that both part-time and full-time faculty have the power to override the student maximum for a class “with the approval of the Dean.” Id. at 89:13-16. Donnelly was asked whether the full-time faculty had a similar provision to the Union’s proposal, and she answered that she did not believe that they did. Id. at 86:19-23.

Donnelly next testified to the Union’s proposal for compensation for independent study courses. The Union is “requesting payment for – the part-time faculty . . . because there is no indication whatsoever that they are entitled to payment for teaching independent study courses.” Tr. II at 90:4-7. She testified that “the part-time faculty are not paid anything to teach [an]

independent study.” Tr. I at 13:3-4. “From past experience, and I haven’t seen anything that’s changed anything in the past few years. Full-time faculty do not get paid separately for independent study courses, it’s part of their teaching responsibilities.” Tr. II at 89:17-25.

Donnelly next testified to the Union’s proposal that would require URI to notify the Union about open full-time faculty positions that become available. She testified that:

“[T]he part-time faculty are not notified of anything at all, really, but particularly they’re not made aware of the fact that there are full-time tenure track lines available, lecturer, a full-time tenure track position. There’s no effort made by anyone in the administration to reach out to the part-time faculty who dedicated service they could be here for six, seven years, and they are not even told that there are – we’re hiring part-time, if you are qualified, place an application and so forth.” Tr. I at 13:11-21.

Donnelly was unaware of any full-time faculty contract provision requiring URI to give their Union notice of open positions. Tr. II at 90:15-21. Donnelly further stated that part-time faculty members believe that they are isolated from other faculty members and that “in many, many ways, for them to know that the university actively appreciates and acknowledges the contribution they make.” Id. at 91:10-18. Donnelly testified that URI could remedy this by reaching out “with the positions that are available to give them an opportunity to make application, if they choose to do so.” Id.

Donnelly also testified about the part-time faculty members’ proposal for tuition waivers. Donnelly defined tuition waivers as a program allowing part-time faculty members and their dependents “to take courses themselves or members of their family at the university, and all they would have to pay is the fee to register, not pay for the course itself.” Tr. I at 88:17-22. She added that “every employee at the University of Rhode Island, with the exception of the part-time faculty, received a benefits package; every employee . . . [W]e’re not talking only the teaching faculty, we’re talking staff support as well. The only group left out, and I mean left out

completely, is the part-time faculty.” Id. at 18:7-15; 88:25-89:2-11.

She testified that all the comparable institutions had some sort of tuition waiver program. Id. at 90:6-10. Donnelly testified that some of the comparable schools in the New England area offer tuition waivers, and others offer a modified version thereof. Id. at 89:21-90:5. Donnelly testified that she was aware of other part-time collective bargaining agreements at URI that provided tuition waiver provisions. Tr. III at 15:11-21.

However, during the third hearing, there was confusion on whether the Union continued to pursue this proposal. “We’re not asking for it – we’re withdrawing the request for tuition waiver.” Id. at 18:2-4. However, later on at that same hearing Donnelly testified that they are not withdrawing the request.² Id. at 18:22-25.

Donnelly testified regarding the part-time faculty’s proposal for medical, prescription, dental, vision/optical coverage. She testified that comparable universities, save UNH, do offer health benefits. Tr. I at 90:17-91:2. Donnelly testified that the part-time faculty proposed 25 percent co-pay because “we felt that it would – the administration would be more amenable to providing that benefit it carried with it a significant percent of what the cost of the benefit would be.” Id. at 103:21-104:3. By “[s]tudying the URI budget materials and also the contracts of the various groups at the university.” Tr. III at 6:4-6. Donnelly concluded that all URI staff, except part-time faculty, earned medical benefits. Id.

The Union submitted a new proposal during the third hearing, stating that the Union was only seeking medical benefits, not dental, prescription, or vision optical benefits. Id. at 17:12-17. For comparison, Donnelly testified that UConn does not provide dental benefits, and UMass provides dental coverage to part-time faculty. Id. at 7:7-8. Donnelly testified that she recognized

² In the Union’s brief, Donnelly wrote that the Union was withdrawing their tuition waiver proposal as well as their disability insurance proposal. Union Br. at 23; Tr. III at 25:8-9.

there would be a cost to URI in order to provide benefits to part-time faculty members. Id. at 7:19-21. Under the new proposal, Donnelly stated that part-time faculty would have access to family, prescription, and vision/optical coverage at their own expense. Id. at 17:23-18:1. Donnelly testified that part-time faculty who teach two courses in one semester would have an individual medical insurance plan with a 20 percent co-pay. Id. at 19:6-11. All full-time faculty teaching positions “carry health benefits, tuition waiver and job security . . . [and] wages well above poverty level income.” Id. at 27:16-19.

Donnelly did testify that she was aware of two bills before the Rhode Island legislature intended to provide health insurance coverage for part-time faculty. Id. at 10:21-11:1. Donnelly also testified that the Rhode Island Education Commissioner, Dr. Jim Purcell, respected part-time faculty but stated in a letter to state legislators that the state could not afford to provide health benefits to them. Id. at 12:15-13:4.

Donnelly also testified that UConn, Maine and UMass provide life insurance and disability insurance to their part-time faculty. Tr. II at 6:1-5; 7-8. She testified that the “University of New Hampshire doesn’t have an adjunct faculty contract.” Id. at 6:4-6. For life insurance, the Union is asking for accessibility to the statewide agreement for life insurance. Tr. III at 25:12-19.

Donnelly finally testified regarding the Union’s proposal for wages. She testified that the Union is not proposing salary increases for Fall 2012 and 2013. Tr. I at 100:25-101:4. She added that, under the Union proposal, salary increases begin in the Fall 2014. Id. at 101:8-13. Donnelly testified that the rationale for the raises is simple. “[F]irst, the rate paid to faculty is extremely, extremely low. Secondly, we decided that we willingly give up two years of salary increases. We willingly give those up.” Id. at 101:14-19. “[T]his is based upon a prorated

percentage of what lecturers at the University of Rhode Island receive.” Id. at 101:22-24.

Donnelly testified that the Union and the Council disagree on comparable institutions. When constructing their proposal, she compared URI’s salary to those at “[t]he University of Maine, the University of Vermont, the University of New Hampshire, [the] University of Massachusetts at Amherst, [and] the University of Connecticut.” Id. at 77:12-22. She believed that these institutions were comparable because the schools are “listed many places on the documents put out by the university.” Id. at 77:23-78:8. Donnelly believed that these schools are comparable because they are “Research 1” institutions in New England. Id. at 79:8-18.

Donnelly testified that:

“[T]he administration insisted on comparing us with Rhode Island College in terms – that only thing that I can find anything that the university has ever published this year or five years ago, they never identify URI as a comparable to Rhode Island College. The only place that argument has ever come up is when you’re paying the part-time faculty. Rhode Island College is not our comparable in terms of institutional requirements and so forth and so on.” Id. at 79:24-80:9.

She stated that RIC is not comparable because “[f]irst, it isn’t a research institution. Secondly, their full-time faculty, this is an approximate figure, get about 50 percent of what the full-time faculty at the university earn . . . The full-time faculty at Rhode Island College recognize they are not a research institution; therefore, they do not have a research responsibility component in their salary.” Id. at 80:9-22.

At UConn, both the full-time and part-time faculty work under one CBA. Id. at 82:1-4. Donnelly believed that UConn part-time faculty members are paid \$2,000 per credit. Id. at 86:8-11. She also believed that UMass is paid at \$4,491 per three-credit course. Id. at 86:12-14. She does not know whether this is a “true according to the contracts of these other institutions[.]” Id. at 87:6-8.

Donnelly also testified regarding full-time faculty members at URI and their compensation. According to Donnelly the average full time faculty member at URI is paid \$110,000 and the average full-time faculty member at RIC is \$60,000. Id. at 81:2-12. At URI there are three contracts, one for the full-time faculty, part-time faculty, and graduate students. Id. at 82:5-11. At URI some courses are four credits. Id. at 87:1-2.

URI offers classes to part-time faculty positions “on a semester-by-semester basis.” Id. at 87:15. “So what I’m demonstrating there is that the instability experienced by URI’s part-time faculty precisely because they’re not – they don’t know semester to semester what they will be teaching, I decided we should show that comparable as well here to demonstrate that in my opinion URI is out of step.” Id. at 87:22-88:4.

Donnelly hopes that the Arbitrator will compare part-time faculty to nontenure track lecturer salary, because they have similar responsibilities. Id. at 101:24-102:8. Lecturers were paid a yearly salary, according to Donnelly, of approximately \$60,000. Id. at 102:8-11. Lecturers are required to teach six courses a year, which breaks down to about \$10,000 a class. Id. at 102:11-14. “We’re asking for a salary increase that reflects what they would be paid for one course, which is the \$10,000.” Id. at 102:15-17.

The Union adjusted their proposal over the course of the four hearings. Donnelly testified that “the union agrees to a no salary increase for the first three years of the contract. That’s a substantial and significant agreement that we prepared to forego salary increases for those three years.” Tr. II at 7:18-8:1; See also, UX 1A. There were changes to the proposal from the first hearing, Donnelly read from UX 1A stating ““URI NTT Lecture I average salary per year is \$51,000 for six courses. \$8,500 per course divided by three credits is \$2,833, and 80 percent of that is \$2,267 per credit.”” Id. at 8:10-13.

Donnelly testified that the salary increase, which would start in the year 2015, is “a substantial increase, it’s a correction increase, which not only is a significant amount of money, but doesn’t even cover the correction that needs to be made.” Tr. II at 8:14-18. The Union proposes after the salary increase in 2015, a 3 percent increase each year. Id. at 8:24-25. The proposed three percent increase is “designed to be in line with” nontenure track full-time faculty increases. Id. at 9:6-9. The unions proposed contract length is meant to go through June 30, 2019, which would include the entire 2018-2019 academic year. Id. at 9:15-23.

Donnelly added at the third hearing “[w]e’re asking for 80 percent prorated, which means that we concede that there is something that the lecturer may do, may be asked to do that is different from another lecturer. So we’re asking for 80 percent of that salary figure.” Tr. III at 33:18-22. Donnelly testified that she, while a full-time faculty member, while teaching also completed research and “service to the university.” Id. at 35:5-9.

During her testimony, Donnelly testified that there are three levels of advance for part-time faculty members at URI. Tr. I at 94:8-15. She testified that advancement is “based on evaluation. It is not automatic. You know, you’re here five years, it is not – you have to be evaluated – first of all, you have to apply for it, and then you have to be evaluated by the department chair or his or her designee.” Id. at 94:16-22. She testified that there are a minimum number of courses that a part-time faculty member must teach before evaluation, and the Union proposes that the minimums be lowered. Id. at 94:23-95-1. “[T]he dean makes a decision which is final.” Id. at 95:3.

Currently to advance from the first level to the second level, faculty must teach 20 courses. Id. at 95:6-9. The Union is asking that this be changed to 14 courses. Id. at 95:11. To advance to the second level under the current contract, there must be “a successful evaluation of

two classes on record for applications in 2011 to 2012.” Id. at 96:1-5. The proposal was made because “[t]he length of time is, most of the time, eight to ten years before you can even apply to the next level. Id. at 98:1-3. The Union proposes only one evaluation to qualify for step 2 and two evaluations to qualify for step 3. Id. at 97:7-11. The Union proposes that to advance from the second level to the third level, part-time faculty only be required to teach a total of 24 classes. Id. at 97:16-18. The parties agreed that to advance to the second level there will only be one evaluation required. Id. at 99:6-10.

Donnelly also testified regarding a petition that the Union initiated. The petition is titled “[s]top disrespecting and devaluing URI part-time faculty,” is signed by 530 individuals. Tr. III at 21:9-11; see also, UX 15. The petition included signatures of nonmembers of the union. Id. at 21:12-17. The petition was presented to URI’s President Dooley in October 2015. Id. at 21:18-25. The website that generated by the Union. Id. at 22:22-25. Donnelly testified as to her purpose for the petition.

“The intent is to demonstrate that we have an audience, mainly the part-time faculty, who is sympathetic to the situation of the part-time faculty at URI. This does not address anything that may occur at Rhode Island College or CCRI. This is primarily University of Rhode Island.” Id. at 23:20- 24:1.

Donnelly did testify that “at least 80 percent of the respondents are part-time faculty at [URI.]” Id. at 24:5-7. She added that “[w]e’re not just a small group saying [this] and so. They’re a large number of constituents.” Id. at 24:10-12.

Gayle Corrigan, President of Management Resource Partners, Inc.

Gayle Corrigan (Corrigan) is “the president of Management Resource Partners, Incorporated, it’s a consulting and staffing company that’s been in existence for six years.” Tr. II at 10:13-18. Corrigan testified that she has a MBA from Boston University with a concentration

in accounting, a Certified Public Account certificate from the State of Delaware, and has completed all requirements for a Ph.D. in political science from the University of Washington in Saint Louis, except for her dissertation, “in comparative politics, statistics and international relations.” Id. at 11:18-25.

Corrigan testified to her work history. “I was chief of staff for the office of the receiver for the City of Central Falls, and in this position – I was there for two years, I was responsible for the day-to-day operation of the city while it was in receivership and bankruptcy.” Id. at 12:7-13. Further, Corrigan “was also responsible for developing the plan of debt adjustment, which was a five-year plan that restructured the city, and as such I was responsible for the negotiations with all three unions the city had which were IAFF, FOP and Council 94, and we did that successfully.” Id. at 12:13-18. She also worked with the Rhode Island Housing & Mortgage Finance Corporation. Id. at 12:23-25.

Corrigan was hired by the Union “to examine the data, actual data from the university in terms of the membership of this union, and also to make assessments as of the salary levels in comparison externally, but also internally, and be able to give an opinion on appropriate levels.” Id. at 10:19-11:5. The Union asked Corrigan to determine the costs of proposals and whether it would have any impact on URI’s budget. Id. at 11:6-13. She has experience in conducting similar analyses. Id. at 12:1-3.

Corrigan based her models for the Union’s proposal on the Spring and Fall 2015 semesters. Id. at 15:13-16. “[Four hundred and fifty-four] separate instructors . . . have taught during this time 974 class sections and the average number of courses per instructor [was] 2.1.” Id. at 17:19-25. During her analysis Corrigan “was able to match up 781 class sections” with the proper instructor salary level “which represents 80 percent of this population and about roughly

\$3 million or 73 percent of the amount that was paid during this time.” Id. at 18:1-10.

Corrigan testified that seventy-seven part-time nursing professors “were paid exactly \$6[,]500.” Id. at 18:11-12. There were some part-time nursing professors that were paid less “and I understand this to be if course levels or class sections don’t have the full complement of students, there might be a reduction in payment.” Id. at 18:13-16. “And then there is what I call unknown, and these were just any amounts that were above these amounts, but could not be attributed to anything. And there was about 11 percent of this population with an average salary of \$5,146.” Id. at 18:17-21. The total payment to part-time faculty at this time was “about \$4 million during this time.” Id. at 18:22-24.

After reclassifying these professors, Corrigan stated that “the minimum amounts that are necessitated by the CBA, the amount would be \$3.6 million. So, there is \$421,000, roughly, or 12 percent I would call discretionary on the university’s part to be able to pay more than what’s the minimum that’s in the CBA.” Id. at 19:19-25. That difference between what is the minimum cost and what is the actual expenditure was \$421,871.00, which Corrigan called “discretionary.” Id. at 20:13-25.

Corrigan testified that:

“Once you raise the base minimum salary, you capture all these kind of discretionary, if it’s \$100 here or \$70 there, by raising the base above all that, you actually -- you don’t have as many discretionary amounts. Like you might still discretionarily want to pay the person teaching the financial class or the business class \$10,000, that’s the university’s discretion. But when you raise that base, that minimum base above, say, \$6,500, you’ve captured all those little discretionary amounts.” Id. at 78:14-24.

“[I]n terms of implementation of this proposal, it will actually be easier for the university to implement.” Id. at 78:25-79:2.

Next, Corrigan made a data sheet that showed that average class section compensation by

department. Id. at 23:10-25:18; see also, UX 14-2. She testified that the business department has an outlier. “[T]here is a class called Student Investment Fund, and that course section is the highest priced course section in the university with a section pay of \$10,000.” Id. at 25:25-26:5.

Corrigan then recreated URI’s budgetary model as closely as possible to determine her health benefits. Tr. II at 27:4-27:16; see also, UX 3. Corrigan estimated the cost of health benefits using the “co-share rates from URI that’s on the website that was effective January 1st, 2016” and created a model based on the Union’s proposal, which meant that 55 percent of part-time faculty qualified by “teaching two courses or more a semester.” Id. at 29:1-9. She used 55 percent because it “is the top end of the conservative estimate of how many individuals that qualify would actually accept and enroll in the health care plan. The range typically is between 35 and 55. So I took the conservative estimate with the higher part.” Id. at 72:1-10. Asked whether she “look[ed] at any comparable data on what the percentages of total population enrolling in family health versus individual health [care plans,” Corrigan replied that she did not. Id. at 72:11-15. If, in the worst case scenario, every part-time faculty member eligible for health insurance took advantage of it, the health insurance plan proposed by the Union would cost URI about \$500,000 a year. Id. at 29:10-21; see also, UX 14-4 at 1.

Corrigan then determined that the estimated cost of health care per three-credit class section taught by a part-time faculty member would be \$1,564 per three-credit class. Id. at 29:22-30:5. “[T]he assumption is that if somebody qualifies for the medical at two courses per semester or two class sections per semester, they qualify for the entire year.” Id. at 33:21-24.

“Next I determined – I tried to determine the value of the current three-credit class section over time. So using a CPI or Consumer Price Index-W analysis.” Id. at 35:9-12. The CPI-W is “the Consumer Price Index urban wage earners and clerical workers from the Bureau of Labor

Statistics.” Id. at 35:13-16. The Union provided Corrigan with “copies of three tentative teaching appointments, one was dated – the first is dated 9-10-1998 . . . the second was dated 9-7-2001 . . . and the third was dated 9-6-2002.” Id. at 35:17-21. She also took into account the contract under which both parties currently operate. Id. at 35:22-25. In 1998, part-time faculty members were paid \$2,933 for a three-credit course. Id. at 36:1-4. In 2001, part-time faculty members were paid \$3,100 for a three-credit course. Id. at 36:5-6. The next year, 2002, part-time faculty at URI were paid \$3,200 for a three-credit course. Id. at 36:7. In 2010, part-time faculty members were paid \$3,549 for a three-credit course. Id. at 26:8-8.

With this knowledge, Corrigan examined “the Consumer Price Index urban wage earners and clerical workers from the years 1998 to 2015.” Id. at 26:9-12. “The total cumulative Consumer Price Index change over this time period was 70 percent, and for each year I calculated the constant and the cumulative.” Id. at 36:22-25. “So if someone teaching in one course section, the total amount over time, that had not been kept up with the inflationary amount was \$15,400 for one three-credit class section.” Id. at 37:9-14. “This is a hypothetical loss.” Id. at 37:23.

Next, Corrigan compared UConn, UMass, UVM, Maine, and URI’s expenditures in both salary and medical benefits per part-time faculty member. Id. at 40:14-20. She explained that she based these findings on three-credit course class instruction. Id. at 42:12-17. Corrigan found that UConn spends a total, combining health benefits and salary, of \$7,564 per three-credit course. UX 14-6 at 1. Corrigan found that UVM spends \$6,817 per three-credit course, UMass \$6,055 per three credit course, and Maine \$4,885 per three-credit course. UX-14-6 at 1. URI spends \$3,549 per three-credit course. UX 14-6 at 1. Corrigan did not consider tuition waivers at other comparable universities. Tr. II at 44:4-9. Corrigan testified that she “had Dr. Katz’s

estimated cost of health benefits document.” Id. at 71:10-12.

After these examples, Corrigan “assisted the union in developing a proposal that would have a one-time salary correction to make up for inequalities.” Id. at 44:14-17. Corrigan used JX 4B, “the tentative agreement between Rhode Island Council on Postsecondary Education and University of Rhode Island Chapter of American Association of University Professors which was ratified on December 10th, 2015” as a reference. Id. at 44:23-45:4.

“We know that lecturers have in a year, in two semesters, have six classes, three in each, six sections, three in each spring and fall, and then they also have this department-level service duties.” Id. at 46:5-10. Corrigan did not consider if there were any and, if so, how many lecturers taught four credit courses, because she did not have that data. Id. at 74:7-11. “Being extremely conservative, we assigned about 20 percent of time is spent on department services, which means that 80 percent of the time is spent on instruction.” Id. at 46:15-18.

Lecturers have three tiers: Tier B paid at \$47,000 a year, Tier C paid \$51,000 a year, and Tier D, which is paid \$55,000 a year, Corrigan based her calculations on Tier C, which is the average of the three pay levels. Id. at 46:20-25. Corrigan did not analyze how many lecturers taught at each tier. Id. at 74:20-24. “[I]t was my opinion that it’s appropriate to average all tiers, and so I took an average of lecturer in Tier B, C and D.” Id. at 75:22-24.

“[I]f you divide 51,000 by six, you get \$8,500 per course. If you divide that number by three credits per course, you get \$2,833 per credit.” Id. at 48:1-5. Corrigan then took 80 percent of \$2,833 and found, as her baseline \$2,267 per credit, which is the union’s proposal for compensation for Fall 2016. Id. at 48:9-16. In the Union’s proposal, there is an increase of \$150 per step per credit. Id. at 49:5-17. Corrigan testified that the union’s proposal would cost \$24 million “and then a differential of 3.5 million.” Id. at 56:13-21. Next Corrigan looked at URI’s

“fiscal status . . . and their ability to pay.” Id. at 61:16-18.

Corrigan concluded “in June of 2015 it was a very good year for the university. They had an increase in net position before capital appropriations and gifts of \$6.18 million. Increase in tuition fee revenue that counted for most of that. The university obviously is not an entity in financial distress, which is nice to see; especially with some of the organizations I work with.” Id. at 62:11-18. She testified that part-time faculty members are paid out of operating expenses. Id. at 63:1-3. She added that “for the year ended June 30, 2015, the university had total operating expenses of \$464,994,996.” Id. at 63:19-23.

Corrigan testified that part-time faculty salaries are paid from the line item “called instruction under operating expenses.” Id. at 64:1-9. “[F]or the year-ended June 30th, 2015, the amount for instruction was \$108,165, 514. Id. at 64:7-9.

Corrigan also examined “unrestricted assets” to determine URI’s ability to pay. Id. at 64:10-65:2. In 2017, unrestricted assets were determined to be “negative \$4,752,578.” Id. at 64:23-65:1. Corrigan stated that this deficit was because URI was accounting for its pension liability, saying “[t]his is an accounting measure, and it was about 100 million.” Id. at 65:2-6. New accounting standards require that URI show its pension liability. Id. at 65:7-20. “[I]t looks really bad, and that the university doesn’t have that much money, but that’s because it’s an accounting recognition of pension and other employment benefits.” Tr. II at 65:24-66:3.

“[T]he fact of the matter is that the university is financially solvent once you – without putting the accounting corrections in, and that no one should be distressed that the university is losing all sorts of money. It’s not true. It’s more of an accounting adjustment.” Id. at 66:7-12. URI does not have to pay out \$100 million that year. Id. at 66:13-16.

According to Corrigan, part-time faculty compensation was less than 4 percent of the

entire instruction expense. Id. at 68:20-23. Corrigan testified that part-time faculty teach “anywhere between 25 and 33 percent” of the courses offered at Uri during a semester. Id. at 69:1-3. “This [salary] correction would nudge the total operating expense percentage from .77 percent to 1.39 percent, or a difference of .26 percent. So less than – less than a percentage point, or 62 basis points.” Id. at 69:13-17.

During supplemental testimony, Corrigan testified that she had received new information from URI after the second hearing and “was able to update the analysis based on that fiscal or academic year.” Tr. III at 42:18-25. Corrigan was now using a full academic year, as opposed to a calendar year. Id. at 43:1-10. The new numbers showed that the numbers of part-time instructors had declined 3.5 percent and the number of classes taught had declined. Id. at 43:14-19.

“[T]he number of courses per instructor is increasing over time.” Id. at 44:17-19. There are six URI part-time faculty members who teach six courses each year, 14 who teach five courses, 68 who teach four courses, and 42 who teach three classes. Id. at 44:19-25. Corrigan again testified that the new data did not change the discretionary spending on higher wages than the minimum was “approximately \$431,000.” Id. at 35:2-5. The minimum cost for part-time faculty during the time period of Fall 2015 and Spring 2016 is \$3.59 million. Id. at 45:11-15. This is “not materially different” from her conclusions presented in the second hearing. Id. at 45:19-20.

Regarding a projection of health benefits cost, Corrigan stated “there [are] 144 people who have qualified in fall of 2015.” Id. at 46:11-20. A conservative estimate of the cost to URI is “less than \$500,000 to provide the medical benefits that this union is requesting.” Id. at 47:1-8. “In terms of the overall picture, the numbers in terms of what the university – what the

bargaining unit is asking for from the university is not a material difference.” Tr. III at 48:7-17.

Clifford Katz, URI Vice Provost for Academic Finance and Academic Personnel

Vice Provost Clifford Katz (Katz) has been the Vice Provost for Academic Finance and Academic Personnel at URI for 24 years. Tr. III at 54:15-21. As Vice Provost, Katz “assist[s] the provost with regard to the budget in academic affairs only, and [] assist[s] him with regard to personnel matters as it relates to the faculty.” Id. at 54:22-55:2. Katz testified “I interact with the Part-Time Faculty United with regard to negotiations and on day-to-day issues that may arise.” Id. at 55:11-14.

Katz testified regarding comparable schools to URI. Katz used “New England public research universities and RIC” as comparable institutions. Id. at 56:4-7. “[W]e compare ourselves to those institutions and compete with those institutions with regard to students, faculty, and occasionally research dollars.” Id. at 56:8-14. Katz includes RIC as a comparable institution to URI because “[t]hey’re part of the governing board, Council for Postsecondary Education umbrella, and we occasionally share part-time faculty with them.” Id. at 56:18-23. Katz collected CBAs from each of the comparable institutions. Id. at 57:7-8. Katz testified that “[t]he University of New Hampshire does not have a collective bargaining agreement.” Id. at 57:13-14. In order to provide information, Katz contacted Assistant Provost James Varn at UNH. Id. at 57:19-20.

Katz also testified regarding health insurance. “The University of New Hampshire does not pay for health insurance for part-time faculty.” Id. at 65:8-9. “Rhode Island College does not pay for health insurance.” Id. at 65:16-17. “The University of Connecticut does not pay for health insurance for part-time faculty.” Id. at 65:22-23. At UConn, part-time faculty may have access to health insurance at their own expense. Id. at 66:11-15.

Katz testified that at UConn, “Connecticut general statute . . . indicates that part-time faculty may choose to self-pay for benefits.” Id. at 67:6-8. Katz contradicted UX 14-6 which states that UConn pays \$7,564 per three-credit course for salary and health benefits, saying that it was “incorrect.” Id. at 67:20-68:18.

At UVM, part-time faculty members self-pay for health insurance. Id. at 68:23-69:1. “University of Mass[achusetts] does not pay for health insurance, and with six more credits, part-time individuals are eligible for self-co-pay through and with the Massachusetts Group Insurance Commission.” Id. at 70:20-25. UMass would not incur an expense through an individual electing for self-co-pay. Id. at 25-71:4. Katz testified that the “University of Maine with regards to members that teach two plus courses over six plus semesters, they will pay 60 percent of the premium for health insurance.” Id. at 71:21-24.

Katz testified that for full-time employees, if they are entitled to benefits and choosing to waive these benefits, receive a payout. Id. at 103:10-17. Katz also testified the Corrigan did not consider the waiver costs in her calculations. Id. at 103:22-24. Katz assumed that 64 percent would opt for family coverage, 26 percent would opt for individual coverage, and ten percent would waive. Id. at 104:5-16. Katz assumed that more people would take individual coverage if URI did not offer a family plan to part-time faculty. Id. at 105:1-9. He projected that “probably . . . 80 or 90” percent of part-time faculty would take individual coverage. Id. at 105:10-15. In a sample from “a few years ago” full-time faculty, accept health coverage at 90 percent with ten percent waiving the coverage. Id. at 105:16-24. Katz believes that Corrigan’s participation projection was on the low end, saying that “we need to be a little more conservative on the high side rather than on the low side as we cost this out.” Id. at 106:3-10.

Katz testified that the cost of health insurance per part-time faculty member would be

“somewhere in the neighborhood of \$7,300.” Id. at 111:18-21. If each part-time faculty eligible under the union’s proposal only received medical benefits and paid a 20 percent co-pay it would cost URI \$760,000. Id. at 115:2-12. Katz did not inquire whether UNH part-time faculty had access to insurance at which they would pay the full cost. Id. at 115:20-24. “Anyone who teaches nine credits or more per semester over 12 months gets UVM health benefits.” Id. at 118:4-5.

Katz briefly testified regarding tuition waivers. He stated that “UNH, University of Rhode Island, Rhode Island College, University of Connecticut, and the University of Massachusetts do not provide a [tuition] waiver.” Id. at 73:12-15. Katz testified that there are tuition waivers at UVM and Maine. Id. at 118:22-25.

Katz also testified about the salary proposal by the Union and the potential costs associated with it. RIC pays its professors \$3,648 for each three-credit course. Id. at 79:3-8. URI pays more to some professors based on “discipline and market.” Id. at 80:5-6. “In order to attract part-time faculty in some disciplines, such as nursing and business, we need to pay more than the minimum in order to be competitive.” Tr. III at 80:17-20.

Katz used the Integrated Postsecondary Education Data system, which is “a data clearinghouse in which universities all over the country submit data with respect to their state appropriation. If they’re a public institution, what their tuition is, so the institutions can kind of do a comparative analysis.” Id. at 81:11-24. Katz compared the “general funding” of all comparable institutions. Id. at 82:21-23. UConn receives about \$300 million and URI receives about \$200 million. Id. at 83:19-84:7. Of the six New England state institutions and Rhode Island College, URI was ranked “third from the bottom.” Id. at 84:24-85:8.

“[I]n three out of the last four years [URI’s] tuition has not increased.” Id. at 87:2-3. The

union seeks a 79 percent increase in wages, which is something that Katz has “never seen.” Id. at 100:4-19. He added that:

“We compete with both the New England research universities and Rhode Island College on many, many different levels. So with the New England research universities, we compare for tenure track positions, we compete for federal grants, we compete for students . . . One of the things that we compete with Rhode Island College with, not a land granted, but we compete with them with respect to hiring part-time faculty. So I thought that it was appropriate to have them on the list as well.” Tr. IV at 166:8-167:3.

“I mean, we know that discipline plays a major role in compensation, whether it’s part-time faculty or full-time faculty.” Tr. IV at 174:3-5. Katz testified that the Council is concerned with student debt and has not raised tuition rates because of this concern. Tr. III at 129:16-23. Katz testified that there are base funds, comprised of tuition income and state contribution, other sources of revenue, like grants, is not used for instructor salaries. Id. at 138:1-25. Comparing URI to UVM for the purposes of health benefits, if URI faculty was working as UVM would require them to do for health benefits, they would be full-time faculty. Id. at 157:9-13.

Sharon Bell, URI University Controller

Sharon Bell (Bell) has been a controller at URI for 12 years. Tr. IV at 9:21-25. Bell worked “at the Rhode Island Airport Corporation for ten years” as a controller. Id. at 10:1-4. Bell is “a certified public accountant, CPA, and a certified fraud examiner, CFE.” Id. at 10:5-7. Bell attended Bryant University, from which she “graduated with a Bachelor’s Degree in accounting.” Id. at 10:8-11.

URI issues annual audited financial statements, the most recent of which was fiscal year 2016. Id. at 10:15-21. Bell relied on these statements during her testimony.

Bell first testified regarding the appearance of URI’s pension liability in their accounting.

“There was a new pronouncement, GASB 68, which required all governmental agencies to report our true pension liability as of

June 30th, 2015, and what that is, the pension liability, the unfunded portion was always known, but it was never reported within the financial statements, but we knew that liability was out there. Now the requirement was to document that in the footnotes and on the balance sheet and also on the income statement how much that unfunded liability was. And it was over \$100 million for the university. So that is reported on the books, it's a true liability. The university owes that money to the state pension, and at this point in time we're not sure how the state will have us fund it. Every year they adjust the employer's share of the pension expense to cover the pension and future – unfunded liabilities." Id. at 13:1-18.

Bell testified that URI does not know how much it will be required pay for employees as "[t]he state assigns how much we have to pay for every dollar the employee makes, that's in the system we have to pay a certain percentage." Id. at 14:11-17. Bell testified that this was not an accounting adjustment as Corrigan testified, but "a true liability." Id. at 14:18-22. "In fiscal 2018, there will be a new GASB requirement that [URI] will have to report the unfunded liability for our post-employment benefits. So for retirees, if they receive medical, we will also have to record that for state employees in the state system as well as in the board employees." Id. at 15:14-22. Bell also added that she "believe[s] it's true liability as of June 30th. We do owe it, we do not know when and how the payback for that over the years or what the state is going to do. We do not know that. So it is still a true liability." Id. at 49:18-25. These so called "Other Post-Employment Benefits" are also a real financial liability for URI. Id. at 16:8-17.

Bell also testified about unrestricted funds. Documents show that there is negative \$4.8 million in unrestricted funds "that means [URI's] unrestricted liabilities exceed our unrestricted net assets." Id. at 17:10-18. "There's a net position in capital assets, which is all of our capital assets here at the university, net of depreciation and less the debt service that we owe on them, so on bonds and all those liabilities." Id. at 17:19-25. Recently, "[t]he negative net position for unrestricted grew to almost \$8 million." Id. at 19:2-3.

She testified that the term “unrestricted funds” is used differently in the budget than in the audited financial statements. Id. at 19:13-23. Bell believed that Corrigan did not distinguish between unrestricted funds named in the budget and in the audited financial statement. Id. at 20:2-7. Bell testified that the \$73 million figure in UX 14-8 ignores the \$100 million pension liability. Id. at 20:8-12.

“Faculty salaries for teaching only would be unrestricted from the general fund.” Id. at 25:15-16. The unrestricted fund is called “general fund 100.” Id. at 25:20-21. No money in general fund 100 can come from restricted funds. Id. at 25:22-24. Corrigan relied on adding restricted funds, funds used for specific entities within URI, into general fund 100. Id. at 26:4-6.

URI requested in their budget \$232 million for personnel services, which includes expenses of part-time faculty. Id. at 28:12-29:1. The budget has a built in deficit of roughly \$1 million. Id. at 29:19-21. Last year, URI operated at a negative \$7.1 million deficit. Id. at 30:8-12. She testified that if the General Assembly hold true to its past practices, the built in deficit of roughly \$1 million dollars would increase to roughly \$6 million. Id. at 36:7-10. She also testified that URI does not seek supplemental requests from the General Assembly. Id. at 30:16-19. For Fiscal Year 2015, URI requested \$73.9 million, but only received an allocation of \$69.9 million from the state. Id. at 31:5-14. “We’re usually about \$5 million less than our request.” Id. at 31:18-21. Bell testified that URI never has a problem paying payroll. Id. at 52:23-25. She also stated that URI pays its debts when they become due. Id. at 53:4-14.

Finally, Bell explained tuition as a source of income. “[URI] propose[s] what [it] would like to have for tuition, but the Board of Education as well as the Governor has input onto whether or not we can raise tuition.” Id. at 34:20-24. URI cannot raise tuition on its own. Id. at 35:3-6.

When URI runs a deficit it has to look to revenue streams, Bell testified, stating “if we had more out-of-state students, that would increase the revenue projection, but if that is not the case, again, we cannot raise tuition, so we have to look at expenditures and how can we cut those expenditures.” Id. at 36:11-21. “[T]he university needs to try and submit a balanced budget as close as possible. So we would have to look at eliminating or reducing expenditures, and the university has – 55 percent of our general budget is for personnel, that includes salaries and benefits. So that is really the largest bucket we need to look at.” Id. at 38:1-9.

Despite faculty salaries being set via contract, “if [URI has] to eliminate positions or not rehire for vacancies and things like that, [URI has] to look at how we can manage those personnel costs and reduce them.” Id. at 38:10-14. Bell believes that if the Union’s proposal became the agreed upon terms, it would cost URI more than \$2.8 million in personnel expenses. Id. at 39:6-19. If the \$2.8 million increase was the final agreement, it would affect future years, it would “need[] to be included in our base budget. Now we [would] have an additional \$2.8 million in our expense budge, so we [would] need an offsetting revenue. We [would] need to have a fixed revenue or a permanent revenue base to cover that expenditure for this year and future years.” Id. at 39:24-40:5. Bell testified that in her experience, a \$2.8 million increase in expenditures would make URI “look at reducing hiring or not filling vacant positions.” Id. at 40:21-41:4.

Dean Libutti, Ph.D., URI Vice Provost for Enrollment Services

Libutti is “responsible for our student enrollment at the undergraduate level and student success.” Tr. IV at 64:12-16. Libutti has worked at URI for 16 years. Id. at 65:2. Previously, Libutti worked at St. Joseph’s University and Villanova University. Id. at 65:3-7. Libutti earned his bachelor’s degree in management at Villanova University, his Master’s in Business

Administration at URI and his “doctorate in educational leadership from Johnson & Wales University.” Id. at 65:8-16. There are more than 17,000 students at URI in undergraduate and graduate programs, both degree and non-degree programs. Id. at 66:18-23.

Libutti first testified regarding class size. When developing a course catalog for a semester, it begins with a call for courses. Id. at 67:4-8. Those courses are entered into the online system known as eCampus, where students register for classes. Id. at 67:8-12. Students begin registering for fall semester courses in March. Id. at 68:2-5. Courses are announced and open for registration on eCampus without instructors listed. Id. at 68:15-20.

“[O]ur goal is to try to have the schedule as much as finalized before students actually begin registering, but I will be honest with you, in a dynamic environment with students and majors and things, we always make changes to the schedule throughout the registration process. So it’s not as if, say this is our final schedule in March. There are tweaks and changes made throughout.” Id. at 69:6-14.

“Class size in the eCampus system is the pedagogical limit set to each section.” Id. at 71:24-25. If eCampus says that the class size is limited to 30 people “that doesn’t mean the class ended up running at that number, because not all classes have full enrollment, but the system allows up to that registration.” Id. at 72:3-9. If more students want to register for a class that is limited, students can get a permission number to be allowed to take the class. Id. at 72:9-12. “[B]ased on the class, introductory versus higher level, seminar, lecture, et cetera, classes have different maximum sizes set in eCampus and that system allows students to register.” Id. at 72:14-18.

Departments set the size of each class. Id. at 72:24-25. “I am under the impression the department also talks with their faculty and chairs.” Id. at 73:1-3. The limits set by the department “are coded into eCampus and that begins our registration structure as we build it.” Id. at 73:10-12. Professors are assigned to teach each class by department. Id. at 75:1-3.

“[W]e are constantly getting updated from all the department chairs

to enrollment services saying please assign Section 1 to this person, please move this person to this. That's done for a lot of reasons, from new hires to deciding who is teaching classes and other things." Id. at 75:5-11.

Libutti stated that URI "do[es] not have a universal class size, we have lots of disciplines and level of classes." Id. at 86:11-14. Libutti has no knowledge of a contractual class size maximum for full-time faculty. Id. at 86:15-18. Deans and department chairs can increase the class size, but this is often done when there is no instructor assigned to the course. Id. at 88:10-24.

Libutti also testified regarding part-time faculty teaching independent study courses. There are a few part-time faculty members that taught independent study courses. Id. at 79:25-80:6. Full-time faculty members are paid \$72 per student. Id. at 81:2-7. Part time faculty receive the "[s]ame compensation, is my understanding." Id. at 81:8-10.

Anne Marie Coleman, Assistant Vice President for Human Resources at URI and Director of Labor Relations for the Council on Postsecondary Education

Coleman has worked at URI for 33 years. Tr. IV at 90:22-23. "In my capacity as the director of labor relations for the Council on Postsecondary Education I am responsible for the negotiation and administration of 15 collective bargaining agreements across the system." Id. at 91:1-5.

Coleman first testified to the proposed salary. In the coalition of full-time faculty unions, they received 3 percent raises on January 1st in both 2015, 2016 and 2017. Id. at 99:23-24. Full-time faculty members at URI receive a 3 percent increase to wages on January 1st of both 2016 and 2017. Id. at 99:22-25.

"A teaching professor is a promotional opportunity for a lecturer. There is a three-step promotion process: Lecturer, senior lecturer and teaching professor. We've had some lecturers who have been at the university in excess of 20 years, and they are teaching faculty, they're no research faculty. So, in order to recognize the fact that we have faculty who just teach, we created a new promotional level for them." Id. at 104:5-16.

The minimum rate for a full-time faculty member who teaches an overload class is \$3,654. Id. at 105:7-14. That amount aligns with the Council’s proposal. Id. at 105:15-19. Raises for CCRI faculty are 3 percent each year “across-the-board.” Id. at 105:23-106:16. Council proposed a 3 percent per year raise to the Union. Id. at 109:14-21. The Union, in turn, is proposing an initial 79 percent raise. Id. at 109:22-25.

Coleman testified that the Council considers other New England Land Grant institutions as comparable to URI “for most purposes.” Id. at 130:1-3. Coleman testified that RIC and CCRI are “not peer institutions for the purposes of comparison . . . for academic programs, but they’re institutions within the system and would be considered comparable under the auspices of the statute which requires me to look at comparable information. But academically, no, they’re not peer institutions.” Id. at 131:8-14.

Coleman emphasized that “[c]omparables is different than peer institutions. So I would say they’re comparable because they’re part of the system. They’re not peer institutions for academic purposes.” Id. at 132:4-7. She added “[f]or the purposes of statute, Rhode Island College is comparable. The rest of the institutions were New England Land Grant institutions.” Id. at 134:17-20. “[O]ur ability to pay is a driving factor.” Id. at 152:21-22. “During the inflationary period of the 1980s and early 1990s , we had higher percentage increases because inflation was higher at the time.” Id. at 160:7-9.

Coleman testified that based on her experience no part-time faculty members in Rhode Island higher education receive health benefits. Id. at 112:10-16. Coleman also testified that “[o]ver two legislative sessions there were bills introduced to afford health insurance benefits to part-time faculty.” Id. at 112:17-21. “Both bills were introduced, neither was passed.” Id. at 114:7-12.

Coleman testified that part-time employees have never been eligible for tuition waivers at any public school in Rhode Island. Id. at 121:15-20. Tuition waivers would be available to hundreds of part-time faculty members and their families. Id. at 10-17.

“Tuition waiver is a program offered by the – offered through the Council on Postsecondary Education that allows full-time employees and their spouses and dependents to have the tuition, tuition only, not fees, tuition waived if they are enrolled in a program of study at the University of Rhode Island, and if they meet, the dependents meet the age requirements under the IRS dependency rules to take courses at the University of Rhode island free from the tuition charge, they would only be paying the fee and registration amount.” Id. at 140:17-141:3.

Coleman also testified about the proposed notifications to the Union about job openings. Coleman state that all job postings are “posted on the University of Rhode Island website under the Office of Human Resources, and we also advertise in professional journals and the Chronicle for Higher Education.” Id. at 123:14-18. “Anyone in the world who has access to the Internet can apply for the job.” Id. at 124:16-17. No other bargaining units receive notice about job openings, but “[t]hey refer to the website. We have to post – the requirement is we post them on the website.” Id. at 124:1-6.

Coleman finally testified that no part-time faculty unions in Rhode Island receive retirement benefits or long-term disability benefit. Id. at 125:23-126:11.

ANALYSIS

I

“How will the next Collective Bargaining Agreement (CBA) address the size of course enrollment in classes taught by a part-time professor?”

The parties have tasked this Arbitrator to determine the sizes of any class taught by a part-time professor. The Union asks that there be a provision that states “[t]he number of students enrolled in class sections taught by part-time faculty shall not exceed the permitted number of

students enrolled in equivalent class sections taught by full-time faculty.” UX 1 at 2. The Council does not believe that this is a practical or necessary provision.

During her lengthy testimony, Donnelly stated that the Union’s “proposal addresses the problem of part-time faculty frequently having the classes that they’re teaching increased [in size] to a level . . . which is greater than what a full-time professor teaches as part of his or her normal teaching responsibility.” Tr. I at 12:5-10. She added that “a significant number of part-time faculty have contacted the union office to inform them that they’ve been – their class is enrolled up to 35 students, and on eCampus it said the maximum for that class was supposed to be 25.” Tr. II at 88:6-10. “[T]his proposal is the consequence of part-time faculty being – the courses they were assigned to teach are over-enrolled for part-time faculty.” Id. at 88:11-14. Donnelly did acknowledge that the full-time faculty CBA does not have a class-size provision. Id. at 86:19-23.

Capone testified while teaching at SCSU, her classes are limited to 40 students, but URI’s class sizes are “variable.” Tr. I at 35:2, 7-9. The SCSU may have a contractual clause that limits the class size and the contract applies to both full-time and part-time faculty. Id. at 52:18-25; 53:4-7. She also testified that if part-time faculty members teach more than 100 students in a class they are compensated as if teaching two courses. Id. at 35:9-15. She believes that there is a class size provision in the contract at SCSU. Id. at 52:18-25.

Capone testified that she was assigned to a course of 80 people. Id. at 35:21-22. Dr. Katz told her “if you teach 100 [students] or more you get paid for two courses.” Id. at 35:22-36:4. Meaning that Capone’s class did not count. Id. at 36:5-8. She tried to negotiate for more compensation for that class, and eventually switched to a course capped at 60 students. Id. at 36:8-12.

In his testimony, Dr. Libutti testified that there is no standard course size for full-time faculty or part-time faculty at URI. Tr. IV at 86:8-14. “Class size in the eCampus system is the pedagogical limit set to each section.” Id. at 71:24-25. The department sets the limits on class size in eCampus based on the needs of the individual class. Id. at 73:9-12. Further, he stated that full-time faculty members do not have a contractual cap on the size of classes that they teach. Id. at 86:15-18. The only class size limits are through a class-scheduling program known as eCampus. Id. at 67:4-12. Deans and department chairs can increase the class size, but this is often done when there is no instructor assigned to the course. Id. at 88:10-24. Libutti also testified that URI “do[es] not have a universal class size, we have lots of disciplines and level of classes.” Id. at 86.

It is clear to the arbitrator that limiting the amount of students, contractually, that a part-time faculty member teaches would create difficulty for the administration with regards to class scheduling. Further, the university needs some flexibility in scheduling classes for the more than 17,000 students that attend the university. Id. at 66:18-23.

At the same time, there is legitimate fear that part-time faculty members can be taken advantage of by being forced to teach classes that come with more students that require the part-time faculty member to complete more work outside of the classroom. Tr. II at 88:6-10. Both Capone and Donnelly’s testified that there are times that part-time faculty are required to teach many more students than they originally intended. Tr. I at 12:5-10; 35:2, 7-9. Capone’s testimony that part-time faculty only receive additional compensation when large classes are 100 students or more is also informative. Id. at 35:9-36:4.

There was testimony that URI’s full-time faculty CBA did not have a class size limit. Tr. II at 86:19-23. However, this does not mean that the future URI part-time faculty CBA should be

devoid of one. URI has in the past used a 100-student cap, and if the class went beyond 100 students, the part-time faculty instructor would be compensated as if they taught two classes. Tr. at 35:9-15. This idea is equitable, but this Arbitrator believes that this can be improved without damaging URI's ability to schedule freely.

In order to codify a similar policy in the next CBA, and to prevent part-time faculty from perceived URI indifference to their class sizes, the Arbitrator holds that part-time faculty who teach more than 50 students and less than 100 students will receive compensation for two classes and faculty who teach more than 101 students and 150 students will receive compensation for three classes. No part-time faculty should teach a class above 150 students without the part-time faculty members explicit, written acceptance.

This solution does the following: it creates a compensation structure that incentivizes part-time faculty to teach larger classes at URI and prevents any perception that URI is scheduling more students into courses taught by part-time faculty.

II

“How will the next CBA address the pay rate of a part-time professor for instruction of an independent study course?”

Both the Union and the Council presented arguments before the Arbitrator regarding the compensation for part-time faculty who teach independent study courses. The Council argued that part-time faculty should be compensated at the same rate as the full-time faculty. Tr. IV at 81:1-14. The Union proposed that part-time faculty be paid at a rate of \$300 per credit. Union Br. at 22. The Union stated in its brief that it “accepts [the Council’s] proposal on this item.” Id. Recognizing this, the Arbitrator finds that any part-time faculty who teaches an independent study course with department head approval at URI should receive the same compensation as full-time faculty.

To ensure a thorough and clear analysis, the Arbitrator will briefly review the testimony on the issue. Donnelly testified that “the part-time faculty are not paid anything to teach [an] independent study.” Tr. I at 13:3-4. She added that, “[f]ull-time faculty do not get paid separately for independent study courses, it’s part of their teaching responsibilities.” Tr. II at 89:17-25. She also stated that the Union is “requesting payment for . . . [independent study courses] because there is no indication whatsoever that they are entitled to payment for teaching independent study courses.” Id. at 90:4-7.

Capone testified that she was never paid for an independent study course she taught to one student. Tr. I at 40:5-6. Capone even told the student whom she taught the course to that she was not being paid. UX 4 (Email from Dr. Capone to Student May 7, 2014 at 8:03 a.m.) Maguire added that she knew part-time faculty members who had taught independent study courses and that some, but not all, part-time faculty members were compensated for providing these classes. Id. at 69:14-71:1.

Libutti testified that there are part-time faculty teach independent study courses. Id. at 79:25-80:6. Libutti also said that full-time faculty members are only paid \$72 per student in an independent study courses. Id. at 81:2-7. Libutti also stated that, according to his understanding, part-time faculty also are compensated at the same rate. Id. at 81:8-10.

The Council and the Union agreed to compensation of \$72 per independent study course. This would ensure that both the part-time and full-time faculty members are paid at the same rate for the same work. The arbitrator also believes that this is a fair resolution to this issue.

III.

“How and if the next CBA will address notifications to part-time professors regarding openings in full-time tenure and non-tenure positions available at the University of Rhode Island (URI)?”

The parties next submitted an issue of notification to this Arbitrator for decision. The Union proposes that URI notify part-time faculty about full-time tenure and non-tenure positions. The Council argues that this is an unnecessary step, as there is already a website that announces all available positions open to the public. The Union asks this arbitrator to require that URI send a copy of all available full-time faculty, non-tenure and tenure track, positions to the Union for the organization to send to its members.

The Council argues that this is a requirement is unnecessary. They rely on Maguire's testimony, who testified that she had referred members of the Union to the website when looking for full-time positions. Tr. I at 75:19-23. Maguire then testified that the Union, like other organization websites, could simply post a link to URI human resources' website on their own. However, the Union contends that the website is not updated as often as it should be. Id. at 74:22-75:2; see also, Union Br. at 22.

While introducing this issue to the arbitrator, Donnelly testified that:

“[T]he part-time faculty are not notified of anything at all, really, but particularly they're not made aware of the fact that there are full-time tenure track lines available, lecturer, a full-time tenure track position. There's no effort made by anyone in the administration to reach out to the part-time faculty who dedicated service they could be here for six, seven years, and they are not even told that there are – we're hiring part time, if you are qualified, place an application and so forth.” Tr. I at 13:11-21.

Donnelly added that “[t]his is a request that they be notified since they're isolated already, in many, many ways, for them to know that the university actively appreciates and acknowledges the contribution they make.” Tr. II at 91:10-18.

Maguire also spoke to this issue, stating “[i]f there was a lecturer position that opened up in a certain department and someone said so-and-so got a lecturer position, I never saw that position posted, because I had gone on there and looked many times for any positions in a

lecturer line.” Tr. I at 74:22-75:2. Maguire acknowledged that it is possible to link to URI’s job posting website on the union website. Id. at 76:3-6.

Coleman also gave testimony regarding this proposal. She stated that all positions are “posted on the University of Rhode Island website under the Office of Human Resources, and we also advertise in professional journals and the Chronicle for Higher Education.” Id. at 123:14-18. She stated that “[a]nyone in the world who has access to the Internet can apply for the job.” Id. at 124:16-17. No other bargaining units get the same treatment, but these units post links to the URI human resources website on their own websites. Id. at 124:1-6.

No statutory requirements govern this Arbitrator’s analysis of this issue. See Section 36-11-10. Noting that lack of guidance, it seems clear that this is an issue that is comparably easy to resolve. If URI can ensure that all jobs are posted in a timely manner to the website with open positions, there is no need for URI to notify the Union specifically. If the Union was guaranteed that the website was updated, and provided a link on their website, then this problem would easily be remedied. There is some tension regarding whether the website is current. Coleman testified that the website is updated. Id. at 123:14-18. The Union contends that the website is not updated, or at least that some positions are not often posted. Union Br. at 22. With this contention, the CBA between these two organizations should require that the Human Resources Department post every open position, whether or not it is already the practice of that department.

Donnelly testified that URI makes no effort “to reach out to the part-time faculty” who have worked at URI for years to inform them of open positions. Tr. I at 13:11-21. The feelings of the part-time faculty are valid, but it would be misguided to rely on these to determine an issue in interest arbitration. However, it must be stressed to the Council and URI itself that in order to foster a better relationship between the Union and the Council, the parties should work to

strengthen the lines of communication.

Instead of requiring communication between the parties about each open position available at URI to the part-time faculty union, the Union should simply have a link on their website. No other bargaining unit receives notification, and it seems unnecessary. Tr. I at 124:1-6. Maguire, a Union witness, testified that posting a link is possible for the Union. Id. at 76:3-6.

This solution is the least burdensome option for both parties, as application to URI full-time faculty jobs, both nontenure and tenure, are complete through the URI job posting website. Id. at 75:24-76:2. The solution requires small concessions by both parties that, when instituted, will improve members of the part-time faculty.

IV.

How and if the next CBA will grant to part-time faculty other benefits?

Throughout the hearings, there have been proposals to provide the part-time faculty with medical benefits, tuition waivers, life insurance, and disability insurance. Some proposals have been withdrawn, however as there is some sense of confusion, the Arbitrator will not only address the remaining proposals in depth, but address the merits of proposals that have been withdrawn.

A. Medical Benefits

The Union proposes that the next CBA include as a clause:

“All eligible URI Part-Time Faculty [], as determined by Article I: Recognition, shall be eligible for medical, prescription, dental, and vision/optical coverage, at their own expense, as provided for all other teaching faculty at the University (tenure-track faculty, tenured faculty, and lecturers). In addition, those [part-time faculty] who are assigned at least two courses in a semester shall be eligible for a University paid individual medical plan subject to a 20% co-pay by the [part-time faculty] member towards this coverage.” Union Br. at 23.

During the third hearing, Donnelly made clear that the Union was only asking for medical

benefits, and was not asking for dental, prescription, or vision optical benefits. Tr. III at 17:12-17. The proposal introduced during the third hearing would provide part-time faculty with access to family, prescription, and vision/optical coverage at their own expense. Id. at 17:23-18:1.

Donnelly testified that all universities that the Union found comparable offer health benefits. Tr. I at 90:17-91:2. She further testified that the part-time faculty proposed a 25 percent co-pay because “we felt that it would – the administration would be more amenable to providing that benefit it carried with it a significant percent of what the cost of the benefit would be.” Id. at 103:21-104:3. According to Donnelly, all full-time faculty teaching positions “carry health benefits, tuition waiver and job security . . . [and] wages well above poverty level income.” Tr. III at 27:16-19.

Corrigan, the Union’s financial expert, testified that in the worst case scenario, every part-time faculty member eligible for health insurance took advantage of it, the health insurance plan proposed by the Union would cost URI about \$500,000 a year. Tr. II at 29:10-21; see also, UX 14-4 at 1. She also determined that the estimated cost of health care per three-credit class section taught by a part-time faculty member would be \$1,564. Id. at 29:22-30:5. In determining the cost to URI of providing full health insurance to its part-time faculty members, Corrigan assumed “that if somebody qualifies for the medical at two courses per semester or two class sections per semester, they qualify for the entire year.” Id. at 33:21-24.

Corrigan testified during the third day of hearings, where the Union changed its position that it would seek only medical benefits, that “there [are] 144 people who have qualified in fall of 2015.” Tr. III at 46:11-20. Corrigan’s conservative estimate of the cost to URI is “less than \$500,000 to provide the medical benefits that this union is requesting.” Id. at 47:1-8.

Katz testified that, despite Corrigan’s assertions, UNH, RIC, and UConn do not pay for

health insurance. Id. at 65:8-23. At UConn, “Connecticut general statute . . . indicates that part-time faculty may choose to self-pay for benefits.” Id. at 67:6-8. Katz testified that the “University of Mass[achusetts] does not pay for health insurance, and with six more credits, part-time individuals are eligible for self-co-pay through and with the Massachusetts Group Insurance Commission.” Id. at 70:20-25. UMass would not incur an expense through an individual electing for self-co-pay. Id. at 70:25-71:4. Katz testified that the “University of Maine with regards to members that teach two plus courses over six plus semesters, they will pay 60 percent of the premium for health insurance.” Id. at 71:21-24. Katz did not inquire whether UNH part-time faculty had access to insurance at which they would pay the full cost. Id. at 115:20-24. At UVM, Katz said, “[a]nyone who teaches nine credits or more per semester over 12 months gets UVM health benefits.” Tr. III at 118:4-5.

Katz testified that the cost of health insurance per part-time faculty member would be “somewhere in the neighborhood of \$7,300.” Id. at 111:18-21. If each part-time faculty eligible under the union’s proposal only received individual medical benefits and paid a 20 percent co-pay it would cost URI \$760,000. Id. at 115:2-12.

Coleman also testified that, in her experience, no part-time faculty members in Rhode Island higher education receive health benefits. She testified that based on her experience no part-time faculty in Rhode Island higher education receive health benefits. Tr. IV at 112:10-16. She also testified that “[o]ver two legislative sessions there were bills introduced to afford health insurance benefits to part-time faculty.” Id. at 112:17-21. “Both bills were introduced, neither was passed.” Id. at 114:7-12.

In analyzing this issue, as well as most other issues, the Arbitrator will consider all similar institutions “in this state and neighboring states in . . . public employment on state and local

levels” and the “[i]nterest and welfare of the public.” Section 31-11-10(1), (2). There is contradictory evidence on whether comparable universities to URI provide health insurance to their part-time faculty. It appears that most comparable schools offer part-time faculty access to their insurance, but at full cost. Tr. III at 65:8-23; 70:25-71:4. RIC does not provide any part-time faculty health insurance, and because that institution is within the state, it should be considered. The Union asks this Arbitrator to take a step beyond what appears to be the general consensus that part-time faculty pay their full cost of insurance, and require that URI pay 80 percent of the cost.

Corrigan’s conservative estimate of the cost to URI is “less than \$500,000 to provide the medical benefits that this union is requesting.” Tr. III at 47:1-8. Katz testified that at a 20 percent co-pay medical benefits would cost URI \$760,000 per year. Id. at 115:2-12. In considering whether this proposal falls within local practices at similar situations it is clear that this proposal would put URI in a situation where it was paying more than a majority of its peers in regards to health insurance. Coleman testified that there was no other part-time faculty at public universities or colleges in the state that provided healthcare access to their part time faculty. Tr. IV at 112:10-16.

Further, the Rhode Island General Assembly has had several bills before it that would provide health benefits to all part-time faculty members at public state institutions. The “[i]nterest and welfare of the public” is represented, by definition, through the legislature. The General Assembly may in the future provide benefits for part-time faculty through legislation. Here, however, it is not in the interest of the people of Rhode Island to add another state expenditure for those working part-time as professors – especially considering the Union’s salary requests and the prospect that providing health insurance would require an expenditure between

\$500,000 and \$760,000 annually. Tr. III at 47:1-8; 115:2-12.

In a perfect world, part-time faculty members should be provided health care. However, the reality is that health care is an expensive additional benefit that would unduly burden URI at this time, especially without tuition increases and running deficits. Therefore, this Arbitrator finds that no health benefits or life insurance benefits are awarded to part-time faculty at this time.

However, it is unclear whether part-time faculty members have access to URI's health coverage system if they pay their full cost. If URI does not permit access to their health care system for part-time faculty at cost, they are to be given that opportunity.

B. Tuition Waivers

During her testimony, Donnelly testified that tuition waivers are a program allowing part-time faculty members and their dependents "to take courses themselves or members of their family at the university, and all they would have to pay is the fee to register, not pay for the course itself." Tr. I at 88:17-22.

Coleman testified that:

"Tuition waiver [are] a program offered by the – offered through the Council on Postsecondary Education that allows full-time employees and their spouses and dependents to have the tuition, tuition only, not fees, tuition waived if they are enrolled in a program of study at the University of Rhode Island, and if they meet, the dependents meet the age requirements under the IRS dependency rules to take courses at the University of Rhode Island free from the tuition charge, they would only be paying the fee and registration amount." Tr. IV at 140:17-141:3.

Donnelly stated that "every employee at the University of Rhode Island, with the exception of the part-time faculty, received a benefits package; every employee . . . [W]e're not talking only the teaching faculty, we're talking staff support as well. The only group left out, and I mean left out

completely, is the part-time faculty.” Tr. I at 18:7-15; 88:25-89:2-11. Donnelly also testified that comparable institutions had some sort of iteration of a tuition waiver program. Id. at 89:21-90:5.

Donnelly testified that she knew of other part-time faculty CBAs that were part of the tuition waiver program. Tr. III at 15:11-21. This testimony was contradicted by Katz who stated that “UNH, University of Rhode Island, Rhode Island College, University of Connecticut, and the University of Massachusetts do not provide a [tuition] waiver.” Id. at 73:12-15. Katz did state that UVM and Maine did not have a tuition waiver. Id. at 118:22-25. Coleman testified that part-time employees have never been eligible for tuition waivers at any public school in Rhode Island. Tr. IV at 121:15-20.

However, during the third hearing, there was confusion on whether the Union continued to pursue this proposal. “We’re not asking for it – we’re withdrawing the request for tuition waiver.” Id. at 18:2-4. However, later on at that same hearing Donnelly testified that they are not withdrawing the request. Id. at 18:22-25.

C. Life Insurance

In the Union’s brief, Donnelly wrote that the Union was withdrawing their tuition waiver proposal as well as their disability insurance proposal. Union Br. at 23; Tr. III at 25:8-9. There was very limited testimony regarding life insurance presented before the arbitrator. Donnelly testified that UConn, Maine, and UMass provide life insurance and disability insurance to their part-time faculty. Tr. II at 6:1-5; 7-8. The Union requests that the Union have accessibility to the statewide agreement for life insurance. Tr. III at 25:12-19. In the only testimony regarding life insurance other than Katz’s testimony, Kaspin testified that she does not receive life insurance from SCSU, but that it is available. Tr. I at 37:22-38:5.

Again, similar to tuition waivers, both RIC and CCRI do not provide this benefit.

Council Br. at 20. Without any real testimony to support this proposal, it is difficult to consider. Thus, the Arbitrator must hold that there is no basis upon which life insurance may be awarded to the part-time faculty.

D. Disability Insurance

The Union withdrew its proposals for disability insurance that were originally at issue during hearing. Union Br. at 23. There was no testimony on this issue. Since it was withdrawn and no testimony or exhibits were presented in support of the proposal, the Arbitrator need not consider it further.

V.

What should the salary of part-time professors be at URI under the next CBA?

The final issue before this arbitrator is the most contentious. The Union and Council have differing views of what part-time faculty should be paid for their efforts at URI. Currently, URI compensates its part-time faculty in three different levels. Tr. I at 94:8-15. At the most junior level, “PTF I,” part-time faculty at paid \$1,183 per credit. EX 5. The midlevel tier, “PTF 2,” part-time faculty is compensated at the rate of \$1,235 per credit. Id. Those part-time faculty members at the senior level, “PTF III,” are remunerated with \$1,287 per credit. Id. It is, however, important to note that these levels are the minimum rate at which a part-time faculty member can be paid. See Tr. III at 80:17-20. Considering the above, a senior part-time faculty member paid at the minimum rate would receive \$3,549 for teaching a three-credit course. See EX 5. This compensation structure is the agreed upon structure from the 2010 interest arbitration award. See JX 3.

Salary is a major concern for both parties, but there is a proposal before this arbitrator to change the current advancement process through which a part-time faculty becomes a PTF II and PTF III. Union Br. at 24. Today, in order to advance to a PFT II, a part-time faculty member must teach twenty courses. Tr. I at 96:1-5. After teaching twenty courses, the PFT I must have two evaluations on his or her record before he or she can be promoted to PFT II. Id. at 96:1-5. In order to be promoted from PTF II to PTF III, a part-time faculty member must have taught a total of 30 classes at URI. Id. at 97:16-18. The dean of the college in which the part-time faculty member works has the final say over the promotion. Id. at 95:3.

During the first hearing, the Union proposes that URI pay the part-time faculty based on a percentage of the full-time faculty's compensation. Tr. I at 101:8-13. This pro-rata system would allow for those at the level of PTF I to receive \$2,335 per credit for the 2016-2017 academic year, while PTF II would receive \$2,485 per credit and PTF III would receive \$2,635 per credit in the same 2016-2017 academic year. Id. at 25. Donnelly testified that URI pays full-time lecturers approximately \$60,000 a year and required to teach six courses a year. Tr. I at 102:8-14. Donnelly testified that the Union is "asking for a salary increase that reflects what [full-time lecturers] would be paid for one course, which is the \$10,000." Tr. I at 102:15-17. The Union's rationale is simple: "first, the rate paid to faculty is extremely, extremely low. Secondly, we decided that we willingly give up two years of salary increases. We willing give that up." Tr. I at 101:14-19. Specifically, the Union declined to propose any additional compensation from Fall 2012 and 2013. Tr. I at 100:25-101:4.

At the second hearing, the Union's proposal changed. Donnelly testimony continued, during which time she stated, "URI NTT Lecturer I average salary per year is \$51,000 for six courses. \$8,500 per course divided by three credits is \$2,833, and 80 percent of that is \$2,267

per credit.” Tr. II at 8:10-13. Donnelly testified at a later hearing that the Union is “asking for 80 percent prorated, which means that we concede that there is something that the lecturer may do, may be asked to do that is different from another lecturer. So we’re asking for 80 percent of that salary figure.” Tr. III at 33:18-22. Donnelly continued, saying, “[w]hile the figure in 2015 reflects . . . a substantial increase, it’s a correction increase, which not only is a significant amount of money, but doesn’t even cover the correction that needs to be made.” Tr. II at 8:14-18. After the correction, the Union proposed a three percent increase in pay each year of the contract. Id. at 8:24-25. The three percent increase is, according to Donnelly, “designed to be in line with” nontenure track full-time faculty increases. Id. at 9:6-9. The Union’s proposal is meant to last through June 30, 2019. Id. at 9:15-23.

The Council’s proposal is drastically different. By Fall 2017, a part-time faculty member on the first tier would make \$3,993 for teaching a three-credit course, while a second tier would make \$4,152, and a third tier would make \$4,320. Council Br. at 9.

“Council proposal:
Minimum Base Salaries (per credit hour)

Effective	PTF I	PTF II	PTF III
Fall 2012	No salary increase	No salary increase	No salary increase
Fall 2013	No salary increase	No salary increase	No salary increase
Fall 2014	No salary increase	No salary increase	No salary increase
Fall 2015	\$1255/credit	\$1305/credit	\$1357/credit
Fall 2016	\$1292/credit	\$1344/credit	\$1397/credit
Fall 2017	\$1331/credit	\$1384/credit	\$1440/credit”

The advancement structure is a problem that both parties can fix quickly. The Council has already agreed that there would only need to be one evaluation required before a PTF I can be promoted to a PTF II. Tr. I at 99:6-10. This is a solid starting point for an equitable decision to further agreement between the parties.

Donnelly testified that advancement at a part-time faculty is not simple. Id. at 94:16-22.

Donnelly stated that advancement is

“based on evaluation. It is not automatic. You know, you’re here five years, it is not – you have to be evaluated – first of all you have to apply for it, and then you have to be evaluated by the department chair or his or her designee.” Id.

The current CBA requires part-time faculty to teach 20 courses before promotion. Id. at 95:6-9.

The Union proposes that instead of a required 20 courses before promotion, the number be lessened to 14 courses. Id. at 95:11. Further, the Union proposes that in order to advance from PTF II to PTF III, part-time faculty only be required to teach a total of 24 courses instead of 30 courses. Id. at 97:16-18. The Union’s purpose for this proposal is simply that “[t]he length of time is, most of the time, eight to ten years before you can even apply to the next level.” Id. at 98:1-3.

According to statute, there are several factors that must be considered. Section 36-11-10.

Rhode Island statute requires:

“(1) Comparison of wage rates or hourly conditions of employment of the state employees involved with the prevailing wage rates or hourly conditions of employment maintained for the same or similar work of employees exhibiting like or similar skills under the same working conditions, in this state and neighboring states in private industry and public employment on state and local levels.” Id.

One of the prickliest issues during hearings were the colleges and universities this arbitrator should consider when comparing URI’s salary structure to similar institution. Id.

Donnelly testified that comparing URI’s salary to those at “[t]he University of Maine, the University of Vermont, the University of New Hampshire, [the] University of Massachusetts at Amherst, [and] the University of Connecticut.” Tr. I at 77:12-22. Donnelly thinks that these schools are comparable as they are “Research 1” institutions. Id. at 79:8-18. Donnelly testified about the Council’s use of RIC as a comparable institution, stating:

“[T]he administration insisted on comparing us with Rhode Island College in terms – that only thing that I can find anything that the university has ever published this year or five years ago, they never identify URI as a comparable to Rhode Island College. The only place that argument has ever come up is when you’re paying the part-time faculty. Rhode Island College is not our comparable in terms of institutional requirements and so forth and so on.” Id. at 79:24-80:9.

Donnelly stated that RIC is not a comparable institution because

“[f]irst, it isn’t a research institution. Secondly, their full-time faculty, this is an approximate figure, get about 50 percent of what the full-time faculty at the university earn . . . The full-time faculty at Rhode Island College recognize they are not a research institution; therefore, they do not have a research responsibility component in their salary.” Id. at 80:9-22.

Katz testified differently. He stated that he used “New England public research universities and RIC” as comparable institutions. Tr. III at 56:4-7. Katz used “[W]e compare ourselves to those institutions and compete with those institutions with regard to students, faculty, and occasionally research dollars.” Id. at 56:8-14. Katz includes RIC as a comparable institution to URI because “[t]hey’re part of the governing board, Council for Postsecondary Education umbrella, and we occasionally share part-time faculty with them.” Id. at 56:18-23.

Coleman also testified that URI considers New England Land Grant institutions as comparable to URI “for most purposes.” Tr. IV at 130:1-3. Coleman testified that RIC and CCRI are:

“not peer institutions for the purposes of comparison . . . for academic programs, but they’re institutions within the system and would be considered comparable under the auspices of the statute which requires me to look at comparable information. But academically, no, they’re not peer institutions.” Id. at 131:8-14.

Coleman emphasized that “[c]omparables is different than peer institutions. So I would say they’re comparable because they’re part of the system. They’re not peer institutions for

academic purposes.” Id. at 132:4-7. She added “[f]or the purposes of statute, Rhode Island College is comparable. The rest of the institutions were New England Land Grant institutions.” Id. at 134:17-20. “[O]ur ability to pay is a driving factor.” Id. at 152:21-22. “During the inflationary period of the 1980s and early 1990s, we had higher percentage increases because inflation was higher at the time.” Id. at 160:7-9.

Rhode Island law requires that interest arbitrators to consider wage rates for employees of “like or similar skills under the same working conditions, **in this state and neighboring states . . .**” Section 36-11-10 (emphasis added). As such, this Arbitrator is required to consider RIC’s salary as well as other Research 1 institutions.

The Council presented to the Arbitrator a breakdown of part-time faculty salaries from seven colleges and universities in New England. Employer Exhibit (EX) 5. Of the seven universities and colleges on the list, including RIC, compensation for part-time faculty at URI ranks in the fifth spot behind RIC, the UConn, UVM, and UMass. Id.

Two universities compensate their part-time faculty at a rate lower than that, the Council compensates URI part-time faculty. UNH pays its adjuncts \$1,000 per credit on a flat rate. Id. Maine has three levels of compensation for part-time faculty; the first tier makes between \$947-\$1,004 per credit hour, the second tier makes between \$1,129-\$1,189 per credit hour, and the third tier makes between \$1,234 - \$1,295. Id. There are four schools that compensate their part-time faculty at a higher rate than URI. Id. RIC has a three tiered compensation system for part-time faculty, where it pays adjuncts at \$1,216 per credit at its first level, \$1,270 per credit at its second level and \$1,323 per credit at the terminal level. Id. UConn pays adjuncts at two levels, the first receiving \$1,597 per credit and the second level receiving \$1,613 per credit taught. Id. UVM compensates their lecturers through a three-tiered system that compensates first tier part-

time faculty at \$1,808 per credit hour, the second tier at \$1,911 per credit hour, and the third tier at \$2,014. Id. Finally, the UMass, using a three-tiered system compensates part-time faculty by paying the first-tier \$2,162 per credit hour, the second tier at \$2,239 per credit hour, and \$2,470 per credit hour. Id.

It is clear that Union's members' compensation is, through comparing it to other schools, at a low level. The Council's proposal would raise URI part-time faculty's compensation to leapfrog RIC part-time faculty's compensation, but remain well short of the Universities of Connecticut, Vermont, and Massachusetts. See Council Br. at 9; EX 5. The Union's proposals would put the University of Rhode Island's part-time faculty at the highest ranking of the comparable institutions addressed and considered during arbitration hearings. See EX 5. This arbitrator will seek a way to ensure that the compensation falls in the range presented during arbitration hearing.

Next, this arbitrator must consider the "[i]nterest and welfare of the public." Section 36-11-10(2). In this case, the "[i]nterest and welfare of the public" is served by maintaining a successful URI that is able to maintain its standards by staying within its budget while serving Rhode Islanders as a center for post-secondary education. This means simply that the arbitrator's proposed salary for part-time faculty must not overly burden URI's budget so that the school cannot continue to carry out its mission.

There was, during testimony, much discussion of the University's budget, and most importantly the University's unfunded pension liability. Bell testified that during the last fiscal year, URI operated at a \$7.1 million deficit. Id. at 30:10-12. She further testified that URI does not ask the General Assembly for supplemental budget increases. Id. at 30:16-20.

Corrigan, the Union's witness, testified that she looked at URI's "fiscal status . . . and

their ability to pay.” Tr. II at 61:16-18. Corrigan testified that

“[I]n June of 2015 it was a very good year for the university. They had an increase in net position before capital appropriations and gifts of 6.18 million. Increase in tuition fee revenue that counted for most of that. The university obviously is not an entity in financial distress, which is nice to see; especially with some of the organizations I work with.” Id. at 62:11-18.

Corrigan also examined “unrestricted assets” to determine URI’s ability to pay. Id. at 64:10-65:2. She testified that in 2017, unrestricted assets were determined to be “negative \$4,752,578.” Id. at 64:23-65:1.

Corrigan also stated that URI’s accounting shows a deficit because of the \$100 million pension liability. However, she believes that “[t]his is an accounting measure, and it was about 100 million.” Id. at 65:2-6. She stated that “[I]t looks really bad, and that the university doesn’t have that much money, but that’s because it’s an accounting recognition of pension and other employment benefits.” Id. at 65:24-66:3. Corrigan stated:

“So, the fact of the matter is that the university is financially solvent once you – without putting the accounting corrections in, and that no one should be distressed that the university is losing all sorts of money. It’s not true. It’s more of an accounting adjustment.” Id. at 66:7-12.

Corrigan added that URI does not have to pay out \$100 million that year. Id. at 66:13-16. There were changes in Corrigan’s testimony in the third hearing that stated “In terms of the overall picture, the numbers in terms of what the university – what the bargaining unit is asking for from the university is not a material difference.” Tr. III at 48:7-17.

Other arbitrators have asked public sector employers to work toward securing more funding in order to pay their employees. Elkouri & Elkouri, How Arbitration Works, § 22.10.H.iii (8th ed. 2016). Despite their efforts, URI is usually funded \$5 million less than what they request from the General Assembly. Tr. IV at 52:23-25. This arbitrator only asks that the

Council work diligently to secure more funding and that in turn, that money can alleviate the burden caused to URI through the part-time faculty raises. One arbitrator wrote that labor must be viewed in a different light than other budgetary considerations:

“The *price of labor* must be viewed like any other commodity which needs to be purchased. If a new truck is needed, the City does not plead poverty and ask to buy the truck for 25% of its established price. It can shop various dealers and makes of truck to get the best possible buy. But in the end the City either pays the asked price or gets along without a new truck.” Elkouri & Elkouri, How Arbitration Works, § 22.10.H.iii (8th ed. 2016) (citing City of Quincy, Ill., 81 LA 352, 356).

And as Abraham Lincoln said, labor is superior to capital.³ Ironically, even executives of the Council are laboring. In the end, URI must be willing to pay their employees at a reasonable rate, and that may put some pressure on URI to seek more funding. However, that pressure is an acceptable price for a reasonable compensation structure.

Briefly, it is clear that URI does find itself under the omnipresent liability of pensions. However, this cannot be seen as something limiting a reasonable increase in wages for the part-time faculty.

It is this Arbitrator’s opinion that the part-time faculty do deserve higher compensation. However, that does not mean that the Union are entitled to their full request. Instead, this Arbitrator does not believe that the Union should be granted health benefits, or other compensation for their actions, the arbitrator will attempt to find a middle ground.

First, the Arbitrator believes that compensation for classes taught many years back would add financial stress to the University of Rhode Island and is not in the best interest of the public

³ “Labor is prior to, and independent of, capital. Capital is only the fruit of labor, and could never have existed if labor had not first existed. Labor is the superior of capital, and deserves much the higher consideration.” Abraham Lincoln, “Annual Message to Congress” (1861), The Collected Works of Abraham Lincoln 52 (Roy P. Basler, ed.), Vol. V (1953).

or the institution. However, the Arbitrator also believes that as a basis, a part-time faculty member teaching a three-credit course should be compensated, at a minimum, \$5,000 for PTF I. Yet, there needs to be a gradual increase to avoid a great shock to URI's budgeting. Further, it appears that the tiered steps increase compensation by the order of 4.3 percent, and this is what the arbitrator will utilize to generate his recommendation.

In order to effectuate this change, it is this Arbitrator's judgment that the following schedule should be followed:

Effective	PTF I	PTF II	PTF III
Fall 2012	No salary increase	No salary increase	No salary increase
Fall 2013	No salary increase	No salary increase	No salary increase
Fall 2014	No salary increase	No salary increase	No salary increase
Fall 2015	\$1301/credit	\$1357/credit	\$1415/credit
Fall 2016	\$1431/credit	\$1493/credit	\$1557/credit
Fall 2017	\$1574/credit	\$1642/credit	\$1712/credit
Fall 2018	\$1731/credit	\$1805/credit	\$1883/credit
Fall 2019	\$1783/credit	\$1860/credit	\$1940/credit
Fall 2020	\$1836/credit	\$1915/credit	\$1997/credit

The Union stated that they were willing to forego salary increases for 2012, 2013, and 2014. Tr. II at 7:18-8:1; see also, UX 1A. This arbitrator will apply that concession to this award. Currently, the difference between the PTF I and PTF II is 4.4 percent, and the difference between PTF II and PTF III is 4.2 percent. See JX 1. This suggested award provides for an increase of 4.3 percent between PTF I and PTF II, as well as PTF II and PTF III. The recommendation provides four years of ten percent increases, much less than the 79 percent increase requested by the Union, but more than the increase suggested by the Council. Tr. III at 100:4-19. After 2018, wages increase by three percent each year. This recommendation provides for three percent increases each year for each position to ensure fair wages that keep up with the cost of living. Further, the Arbitrator makes his recommendation to the year 2020 in the

hopes that the parties will enter a long-term contract to prevent further arbitration and loss of resources for both parties.

This suggested salary structure places URIs part-time faculty near the top in compensation compared to other colleges and universities in New England. The table below, based on EX 5, shows that URI would be ranked third among its peers by 2018. See EX 5.

University	Level 1	Level 2	Level 3
UMass	\$2162/credit	\$2239/credit	\$2470/credit
UVM	\$1808/credit	\$1911/credit	\$2014/credit
URI	\$1731/credit	\$1805/credit	\$1883/credit
UConn	\$1597/credit	\$1613/credit	N/A
RIC	\$1216/credit	\$1270/credit	\$1323/credit
UNH	\$1,000/credit	N/A	N/A
Maine	\$947-\$1004/credit	\$1129-\$1189/credit	\$1234-\$1295/credit

This decision is both equitable and fair to both parties. The University will have to pay more to their part-time faculty, but will avoid paying for benefits and costly negotiations and arbitrations if they adopt the Arbitrator’s findings. The University may be so fortunate to attract more part-time faculty with this better compensation plan and the students will benefit greatly from that. Further, the Union will be compensated at a rate that is comparable to the universities across New England. This is by far the best path towards ending this dispute and moving forward in order to ensure URI continues to provide a stellar education to its students.

Conclusion

In this interest arbitration, the Arbitrator finds that class sizes for part-time faculty, like full-time faculty, will be determined by the same process used at this time in the interest of administrative ease and availability of classes to students. The University will continue to post open jobs online, and the Union may and should provide a link on its website, but compelling the University to notify the Union about each position a part-time faculty member may have an

interest is unnecessary. The CBA is not required to provide health benefits to part-time faculty members, as there continues to be action at the General Assembly level, which if passed would provide such benefits. However, if members of the part-time faculty are unable to access URI's health insurance at cost, they are to be allowed to do so. Any part-time faculty member should be compensated at the same rate as a full-time faculty member for independent study courses. And finally, the Arbitrator recommends that part-time faculty members compensation should be increased ten percent each year until 2018, so that part-time faculty at the first tier receives and increase at three percent per year after 2018. The second and third tier will also increase by percentages suggested above. In the end, the arbitrator hopes that the nonfinancial issues resolved in this award will encourage both parties to accept his recommendations and that a final CBA will ensure that the part-time faculty at the University of Rhode Island continue to be an integral part of student's educational experience.

AWARD

1. Part-time 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 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.
2. Part-time faculty shall be paid at the same rate, \$72 per student per independent study course, as full-time faculty members and any increase effectuated thereafter.
3. The Union will provide its members a link to the URI Human Resources job posting website and URI will update their job posting so it is current.
4. URI is not required to provide part-time faculty with medical benefits, tuition waiver, or life and disability insurance.
5. The Arbitrator suggests that the part-time faculty shall be paid according the following schedule per credit taught.

Effective	PTF I	PTF II	PTF III
Fall 2012	No salary increase	No salary increase	No salary increase
Fall 2013	No salary increase	No salary increase	No salary increase
Fall 2014	No salary increase	No salary increase	No salary increase
Fall 2015	\$1301/credit	\$1357/credit	\$1415/credit
Fall 2016	\$1431/credit	\$1493/credit	\$1557/credit
Fall 2017	\$1574/credit	\$1642/credit	\$1712/credit
Fall 2018	\$1731/credit	\$1805/credit	\$1883/credit
Fall 2019	\$1783/credit	\$1860/credit	\$1940/credit
Fall 2020	\$1836/credit	\$1915/credit	\$1997/credit

Further, PTF I faculty will be eligible for promotion to PTF II after teaching 15 classes, and PTF II faculty will be eligible for promotion to PTF III after teaching a total of 30 classes. Only one evaluation will be required to advance from PTF I to PTF II and PTF II to PTF III.

Respectfully submitted,

/s/ Frank J. Williams _____
Hon. Frank J. Williams
ARBITRATOR

Dated: April 4, 2017