

**Agreement Between
the Rhode Island Board of Governors for
Higher Education and the Professional Staff
Association at Rhode Island College
AFT/AFL-CIO Local 3302**

July 1, 2007 – June 30, 2010

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ARTICLE VIII: POSTING OF NEW AND VACANT POSITIONS

- 8.1 Notices of all new and vacant positions within the bargaining unit shall be posted on the Office of Human Resources web site and on the central bulletin board for a period of ten (10) working days, and shall be e-mailed to the President of the PSA@RIC. Staff members applying for such vacancies shall make a request in writing to the appropriate authority as specified in the official job posting prior to the end of the posting period. Such postings shall include pay grade, duties, qualifications, responsibilities, and the nature of funding (temporary, limited, permanent).
- 8.2 Whenever any new or vacant position occurs in accordance with Section 8.1, the Administration, after consultation with the representatives of PSA@RIC appointed by the President of PSA@RIC regarding, but not necessarily limited to the job description and the availability of qualified PSA@RIC members, working or on recall list, shall determine the extent of the search, provided that such action is not in conflict with the Affirmative Action Policy of the College or applicable laws and regulations.
- The Administration will provide the PSA@RIC President, upon request, with information regarding the status of all new/vacant positions not filled permanently six months after posting.
- 8.3 Notices of all other new and vacant positions under the jurisdiction of the Board of Governors received by the Office of Human Resources of Rhode Island College shall be posted on the Office of Human Resources web site and on the central bulletin board for a period of ten (10) working days, and shall be e-mailed to the President of the PSA@RIC. Staff members applying for such vacancies shall make a request in writing to the appropriate authority in accordance with the time limit stated thereon.
- 8.4 The PSA@RIC and the Board recognize the official job descriptions that govern the responsibilities of PSA@RIC staff members. The Board may not change the official job description of a position that is filled by a staff member in the bargaining unit without prior consultation with the member and the PSA@RIC. Such consultation will include a meeting of the Administration, the affected member(s), and the President of PSA@RIC or his/her designee. At this meeting the Administration will advise the parties of the change(s), and the member(s) and the PSA@RIC President or his/her designee will have the opportunity to respond and offer suggestions regarding such change(s).
- 8.5 Whenever a PSA@RIC member is a candidate for a position to be filled in the bargaining unit and is deemed by the Administration to be at least as well qualified as the best qualified candidate(s) acceptable for appointment to that position, the PSA@RIC member will be offered the position, subject to the Affirmative Action Policy of the College as well as applicable laws and regulations. Should two or more equally qualified PSA@RIC candidates be deemed by the Administration to be at least as well qualified as the best qualified candidate(s) acceptable for appointment to that position, the PSA@RIC candidate with the most seniority will be offered the position. PSA@RIC members who are candidates and are not appointed shall upon request be given a statement of reason(s). Issues arising under this section shall be subject to the grievance procedure only up to the level of the President.

- 8.6 Whenever a staff member is officially appointed by an appropriate appointing authority to a higher level position on an acting basis, the staff member shall be compensated at the minimum of the higher pay grade or receive a 10% adjustment, whichever is greater. In no event, however, shall such compensation exceed the maximum of the higher pay grade.

ARTICLE XI: EVALUATION

- 11.1 The performance of all staff members shall be evaluated at least once annually between May 1 and June 1, but normally not more than two (2) times each year. The evaluation, initiated by the immediate supervisor at the request of the appropriate Vice President or President, shall be based on that member's current official job description. The performance of a probationary staff member shall be evaluated at least once while they are on probationary status.
- 11.2 The evaluation shall include a summary description of the individual's performance during the period under review. Each staff member shall be apprised of his/her evaluation during a personal conference between the supervisor and staff member prior to the formalization and submission of the evaluation to the Administration. The evaluation form shall be read and signed by the staff member to indicate that he/she has read the evaluation but the signature need not imply agreement. The staff member may append to the evaluation any appropriate comments he/she wishes.
- The evaluation, along with any appended comments, shall then be forwarded to the President through the appropriate supervisors, who shall acknowledge their review of the evaluation and make recommendations thereon if they desire. Whenever an administrator rejects or modifies a recommendation by a supervisor to the disadvantage of a staff member, he/she shall notify the supervisor and the staff member in writing stating his/her reasons.
- The evaluation will be forwarded to the President who shall review the evaluation and all additional documents, take appropriate action, and return all to the supervisor and the staff member.
- 11.3 No evaluation shall be based on anonymous, erroneous, or unsubstantiated material. Staff members shall be offered constructive criticism, and specific areas of improvement shall be noted, if appropriate, on an ongoing basis.
- 11.4 The evaluation form shall include an attachment which shall set forth the provisions of this Article to provide direction and guidelines to the evaluator.

ARTICLE XII: DISMISSALS, DEMOTIONS, AND SUSPENSIONS

- A. Standards for Notice of Dismissal
- 12.1 All staff members shall serve an initial probationary period of one (1) year. The termination of such staff members in accordance with Articles XI and XII shall not be grievable. A probationary staff member may be dismissed with a written statement containing reasons for such dismissal which shall be sent, if possible, ten (10) working days before the effective date of the dismissal. In the event that a staff member changes positions prior to the completion of the probationary period, he or she shall continue to serve in a probationary status in the new position for a period of six (6) months or up to a total period of one (1) year, whichever occurs later.
- Any staff member who changes positions subsequent to having completed the initial probationary period shall serve an additional probationary period of six (6) months in the

new position. If during this six month period the staff member has been notified of dismissal, as prescribed herein, the staff member shall have the right to return to his or her former position if the Administration intends to refill the position and it has not yet reached the final stage of the search procedure as defined in Section 15.3c. If said position is not available, the staff member may choose to be placed on the recall list in accordance with the provisions of Article XV.

Any staff member who changes positions as provided for in this Article or in Article XV shall be given orientation when he or she assumes the position.

- 12.2 A staff member who has served his/her probationary period, but less than two (2) years, and as a result of his/her evaluation is deemed to be incompetent and/or inefficient, shall be warned in writing that his/her performance is below expectation and advised that he/she has four (4) months to correct the deficiency. If said staff member fails to perform at an acceptable level after the four (4) month period, he/she may be dismissed.

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

- 12.3 All cases of dismissal shall be subject to appeal through the grievance procedure and to arbitration. In the event that a staff member is dismissed under this section and the staff member appeals the action and his/her appeal is sustained, he/she shall be restored in his/her former position and compensated at his/her regular rate of pay for any time lost during the period of such dismissal.

B. Demotions and Suspension

- 12.4 It is agreed that the Administration may dismiss, demote or suspend a staff member who has served his/her probationary period, for just cause.

- 12.5 It is agreed that the Administration may demote or suspend a probationary staff member with a statement of reasons.

- 12.6 In cases of a demotion, the Administration shall give the staff member and the PSA@RIC written notice of its intention to effect the demotion not less than one (1) month before the date it is intended to become effective. Such written notice shall contain the reason(s) for which the demotion is to take place.

- 12.7 In the case of a suspension, the Administration shall notify the staff member and the PSA@RIC on or before the effective date of suspension. Such notification shall be followed by a written statement within two (2) working days. Such written notice shall contain the reason(s) for which the suspension is to take place.

- 12.8 All cases of demotion and suspension shall be subject to appeal through the grievance procedure and to arbitration if the staff member and/or the PSA@RIC notifies the Administration in writing that he/she has been unfairly treated and states the reason therefor.

- 12.9 In the event that a staff member is demoted or suspended under this section and the staff member appeals such action and his/her appeal is sustained, he/she shall be reinstated to his/her former position and compensated at his/her regular rate of pay for any time lost during the period of such demotion or suspension.

A staff member may be granted a demotion upon request when recommended by the appropriate supervisor and approved by the President or President's designee.

ARTICLE XV: SENIORITY AND LAYOFFS

- 15.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority. Seniority shall be defined as the length of service of a staff member within the non-classified staff service at Rhode Island College. Said length of service shall determine the seniority of the staff member.
- 15.2 The principle of seniority shall apply in cases of days off, vacation time, and holiday time at the departmental level. Staff members hired on the same day shall have their seniority established by a lottery method acceptable to both parties.
- 15.3
- a. The principle of seniority shall apply to layoffs, recalls, and reductions in force, as described below, provided the staff member(s) retained possess(es) the qualifications and experience to perform the work in accordance with the official job description.
 - b. Any member who is to be laid off is eligible to replace any other staff member over whom the staff member has seniority, provided that the staff member exercising seniority has the qualifications and experience, as determined by the Administration, to perform the work in accordance with the official job description.
 - c. Any member other than one described in 15.3d. who is to be laid off is eligible to fill any vacant posted position which has not reached the final stages of the search procedure (which shall be defined as that point when the Search or Screening Committee has completed its duties as charged), provided that the staff member exercising seniority has the qualifications and experience, as determined by the Administration, to perform the work in accordance with the official job description.
 - d. Any member hired between July 1, 1979 and June 30, 1983, whose position is supported primarily by research grant funds, federal funds, or other outside funds and who is to be laid off because such funds are no longer available or have not been replaced shall be eligible to displace only those individuals who occupy similarly funded positions over whom they have seniority and subject to the conditions in 15.3a., 15.3b., and 15.3c. In the event that funds for such positions are restored, staff members who have been laid off shall receive priority consideration for reemployment in such positions, provided that they have the qualifications and experience, as determined by the Administration, to perform the work in accordance with the official job description. The priority consideration will be based upon the date of hire. Staff members shall have their names placed on the appropriate recall list for two (2) years from the date of layoff.
 - e. Any member hired on or after July 1, 1983 whose position is supported primarily by research grant funds, federal funds, or other outside funds shall not be eligible to displace any other individual in PSA@RIC. Such staff members shall have their names placed on the recall list for two (2) years from the date of layoff.
 - f. Section 15.3d. and 15.3e do not apply to members of the bargaining unit who were in positions supported by research grant funds, federal funds, or outside funds prior to July 1, 1979.
 - g. Any staff member of PSA@RIC may apply for or be offered a position covered by Article 15.3d. and 15.3e. Such staff member shall continue to accrue seniority while working in that position, according to Article 15.1.

- 15.4 In determining seniority, the staff member's first date of hire in the non-classified staff service at Rhode Island College shall prevail as applicable, unless seniority has been broken.
- 15.5 The Administration shall prepare and forward to the President of PSA@RIC a seniority list of all staff members. Revised seniority lists shall be furnished to the PSA@RIC every six (6) months if so requested.
- 15.6 Probationary Period for New Staff Members. New staff members shall be considered as probationary members for the first twelve (12) months of their continuous employment in the non-classified staff service at Rhode Island College.
- 15.7 Loss of Seniority. A staff member shall lose his/her seniority for the following reasons:
- a. Voluntary resignation;
 - b. Termination not reversed through the grievance procedure;
 - c. Retirement;
 - d. When a staff member fails to notify the Departmental Director or appropriate supervisor of his/her absence from work within three (3) working days unless extenuating circumstances prohibit such notification;
 - e. Failure to return to work within fifteen (15) working days after recall from layoff;
 - f. When a staff member has been laid off in excess of two (2) consecutive years;
 - g. When a staff member fails to renew a leave of absence;
 - h. When a staff member engages in other work without authorization while on leave of absence.
- 15.8 Any staff member who has been laid off shall have his/her name placed on the recall list for two (2) years from the date of layoff. Staff members shall retain their seniority while they remain on the recall list.
- 15.9 Staff members who are scheduled to be laid off shall be given at least twenty (20) working days notice prior to such layoff. A copy of all layoff notices shall be sent to the President of PSA@RIC at the same time that staff members are notified of their scheduled layoff. In addition, the Vice President for Administration and Finance shall provide the President of PSA@RIC with an up-to-date copy of the seniority list as well as copies of all current official job descriptions.
- Not later than five (5) working days following the above notification, the President of PSA@RIC shall meet with the Vice President for Administration and Finance to inform him/her of those positions against which personnel who are scheduled for layoff wish to assert their seniority (bumping rights).
- Not later than five (5) working days following the receipt of the bumping list from the President of PSA@RIC, the Vice President for Administration and Finance shall inform the President of PSA@RIC of the Administration's determination under Sections 15.3b., 15.3c., and 15.3d.
- 15.10 Recall to funded new or vacant PSA@RIC positions that are scheduled to be posted will be in the reverse order of the layoff, provided that senior staff members who are recalled possess the qualifications and experience, as determined by the Administration, necessary to perform the available work in accordance with the official job description. Staff members on the recall list who are employed on a temporary basis shall continue to have their names

on the recall list until the two-year period expires or they are appointed into a continuing PSA@RIC position.

15.11 Notice of recall shall be sent, certified mail, to the last known address of the staff member, with a copy to the President of PSA@RIC, at least fifteen (15) working days prior to the date of recall. Failure to report will be considered a resignation.

15.12 Prior to the implementation of any reduction in force among staff members in the bargaining unit, the President shall consult with the President of PSA@RIC relative to the proposed layoffs.

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

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

15.13 The determinations made by the Administration under Section 15.3b., 15.3c., 15.3d, 15.3e and Section 15.10 are subject to the grievance procedure only to the level of the President.

ARTICLE XXIII: PERSONNEL APPEALS PROCESS

23.1 Purpose. The purpose of this appeal process is to remedy inequities in the placement of positions in pay grades of members of the bargaining unit.

23.2 Right to Appeal. During the term of this agreement, any employee who claims that his/her job description or job duties have been changed, or that he/she has undertaken additional job responsibilities, or that his/her situation is unique so as to constitute an inequity with the member's present grade shall have the right to appeal for a grade change as follows:

23.3 Internal Review.

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

23.4 Personnel Appeals Committee.

- a. The employee shall request a review by the College Personnel Appeals Committee (PAC), a three (3) member committee comprised of one (1) member appointed by the

College President, one (1) member appointed by the President of the Association, and one member appointed by the President of the College with the approval of the Association.

- b. The PAC will meet with the employee within ten (10) working days following receipt of the request. At this meeting, the staff member shall have the right to present evidence in support of his/her claim.
- c. By a majority vote of the Committee, the PAC shall make a recommendation on the appeal in writing, with reasons, within ten (10) working days following the last meeting with the member unless more time is needed to gather additional information.

23.5 Personnel Review Committee.

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

23.6 Pay Grade Increases.

Pay grade increases shall be made retroactive to the date of the first pay period following the filing of the initial appeal by the Association member. Such increases shall be between six percent (6%) and ten percent (10%) of the employee's present base salary, but no less than the minimum of the new pay grade and no more than the maximum. The determination of the new base salary shall be made by the Administration following the successful conclusion of the Personnel Appeals Process as set forth in this article.