

Memorandum of Agreement  
Between  
Rhode Island Council on Post Secondary Education  
And  
CCRI Part-Time Faculty Association/NEARI

In recognition of the desire to resolve outstanding matters of interpretation of the collective bargaining agreement between the Rhode Island Council on Post-Secondary Education and the CCRI Part-Time Faculty Association/NEARI, the parties agree to amend the current language in the collective bargaining agreement as follows:

1.1 Recognition

Pursuant to and in accordance with all applicable provisions of Section 36-1 1 of the General Laws of Rhode Island, 1956, as amended, the Rhode Island Council for Postsecondary Education does hereby recognize CCRI Part Time Faculty Association/NEARI/NEA/AFL-CIO as the exclusive bargaining agent for all part-time employees of the RI Council for Postsecondary Education who are employed at the Community College of Rhode Island as part time faculty who have satisfactorily completed five (5) contact hours within two (2) calendar years, but excluding the Applied Music Sections, Non-Credit Courses, Managerial, Supervisory employees and Confidential employees, as their sole representative for the purpose of collective bargaining; and that pursuant to the provisions of §28-7-16 of the Act, the National Education Association Rhode Island exclusive bargaining representative of said employees for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.5 Maintenance of Bargaining Unit Status:

A part time faculty member must maintain a teaching load of the equivalent of 2, 3-credit courses (normally 5 contact hours) within two (2) calendar years to remain in the bargaining unit. Any part time faculty member who does not maintain the equivalent of five (5) faculty contact hours within two (2) calendar years will be removed from the bargaining unit on 1<sup>st</sup> of September and 15<sup>th</sup> of January following the two-year period without the equivalent of five (5) faculty load hours unless such a faculty member loses and assignment according to those circumstances described in Article 11, Course Assignments.

3.2 The term "Bargaining Unit" refers to all part time faculty, defined as those who have taught and those who are currently on approved leave and who have taught at the College for at least the equivalent of two (2) courses or five (5) contact hours over the preceding two calendar years

10.1 Seniority shall be determined by the number of faculty contact hours taught by the part time faculty member. In cases where two or more part time faculty members have taught the same number of contact hours the part time faculty member(s) with the earlier beginning date of the first part time faculty course taught shall be considered as having the higher seniority. Authorized leaves of absence shall not be deemed an interruption of service with the College. In the event any part time faculty member believes such data has been incorrectly determined, that part time faculty shall so advise the College, and indicate the seniority the part time faculty believes to be correct. For the purpose of establishing seniority prior to the Fall Semester 2006 individual part time faculty members shall have the burden of providing documentation showing prior part time faculty teaching service. In the absence of such college records, the issue will be resolved in a manner agreed upon by the parties.

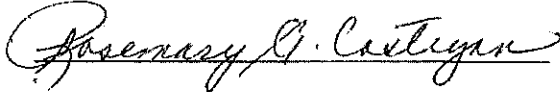
10.2 Seniority will be determined within an academic department based upon the faculty contact hours taught within the department. Part-time faculty who teach in multiple departments will be assigned a separate seniority placement for each department, subject to the other provisions of this agreement.

11.6 Part time faculty assignments

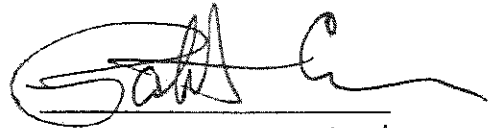
Normally a part-time faculty assignment is no more than two courses or the equivalent of 8.5 contact hours, whichever is less. Circumstances may warrant the assignment of more than two courses or the equivalent of 8.5 contact hours in a given semester, subject to the approval of the president or his/her designee. This provision is related to Appendix A on page 27.



Council on Post-Secondary Education



Community College of Rhode Island



CCRI PTFA/NEARI

11/10/16

11/10/16

Date: