

DOCUMENT RESUME

ED 086 087

HE 004 991

TITLE Agreement Between Rhode Island Board of Regents and Rhode Island Junior College Faculty Association (RIEA/NEA).  
INSTITUTION Rhode Island Junior Coll., Providence.  
PUB DATE 1 Jul 72  
NOTE 26p.  
EDRS PRICE MF-\$0.65 HC-\$3.29  
DESCRIPTORS Collective Negotiation; Continuous Learning; \*Contracts; Faculty Promotion; \*Grievance Procedures; \*Higher Education; \*Junior Colleges; \*Leave of Absence; Teacher Evaluation; Teacher Participation  
IDENTIFIERS Rhode Island Board of Regents; Rhode Island Education Association; \*Rhode Island Junior College Faculty Association

ABSTRACT

This document presents the agreement between the Rhode Island Board of Regents and the Rhode Island Junior College Faculty Association (RIEA/NEA). Articles of the agreement cover recognition, rights of the association, rights of individuals, fringe benefits, leaves, conditions of employment, summer session and continuing education, promotion and contracts, grievance procedure, retrenchment, faculty participation in selection process, development of an evaluation system for professionals, general, alteration of agreement, no strikes or lockouts, savings clause, and termination of agreement. The appendix covers compensation. (MJM)

*Rhode Island Junior Coll  
R.I. NEA 2 year*

ED 086087

A G R E E M E N T

BETWEEN :

RHODE ISLAND BOARD OF REGENTS

AND

RHODE ISLAND JUNIOR COLLEGE

FACULTY ASSOCIATION

(RIEA/NEA)

U.S. DEPARTMENT OF HEALTH,  
EDUCATION & WELFARE  
NATIONAL INSTITUTE OF  
EDUCATION  
THIS DOCUMENT HAS BEEN REPRO-  
DUCED EXACTLY AS RECEIVED FROM  
THE PERSON OR ORGANIZATION ORIGIN-  
ATING IT. POINTS OF VIEW OR OPINIONS  
STATED DO NOT NECESSARILY REPRESENT  
OFFICIAL NATIONAL INSTITUTE OF  
EDUCATION POSITION OR POLICY.

*HE004991*

## I N D E X

	<u>Page</u>
Preamble	1
Article I Recognition	2
Article II Rights of the Association	2
Article III Rights of Individuals	3
Article IV Fringe Benefits	4
Article V Leaves	5
Article VI Conditions of Employment	9
Article VII Summer Session & Continuing Education	11
Article VIII Promotion and Contracts	11
Article IX Grievance Procedure	15
Article X Retrenchment	17
Article XI Faculty Participation in Selection Process	18
Article XII Development of an Evaluation System for Professionals	21
Article XIII General	21
Article XIV Alteration of Agreement	21
Article XV No Strikes or Lockouts	22
Article XVI Savings Clause	22
Article XVII Termination of Agreement	22
Appendix A Compensation	24

PREAMBLE

The Board of Regents, hereafter called the Board, and the Rhode Island Junior College Faculty Association (RIEA/NEA), hereinafter called the Association, enter into this Agreement as of 1st day of July, 1972 with the expectation that its implementation will enhance the ability of the Junior College to serve its constituents.

ARTICLE I

RECOGNITION

The Board of Regents recognizes the Rhode Island Junior College Faculty Association (RIEA/NEA) as the exclusive bargaining agent for all collective negotiations under conditions set forth in the General Laws of Rhode Island, Title 36-11, for all employees of Rhode Island Junior College who are members of the bargaining unit outlined in the Rhode Island Labor Relations Board, Case EE NO. 1984.

ARTICLE II

RIGHTS OF THE ASSOCIATION

- A. The Association shall have the right to conduct official business on any R.I.J.C. campus at any reasonable time provided that this business does not interrupt normal college operations.
- B. The Association shall have the right to use faculty mail boxes for communications, including mass distribution. An Association bulletin board will be made available to the Association on all Junior College campuses.
- C. Nothing contained herein shall be construed to deny or restrict any faculty member's rights he may have under the General Laws of the State of Rhode Island or other applicable laws and regulations.
- D. The Regents recognize the Association's right to have access to information relative to budget requests and authorization, staffing projections, register of professional personnel, names and addresses and salaries of all faculty in the bargaining unit, and agenda and minutes of all Regents' meetings. Where material is normally available to the public, the Association will utilize the avenues of acquisition as the public.

It is understood that this shall not be construed to require the college to compile information and statistics in the form requested which are not already compiled in that form. Upon written request the Association shall furnish information requested by the college.

- E. The college administration shall advise the Association on new or modified, long range institutional planning.

- F. The President of the Association or his designee will be represented as a voting member on the President's Advisory Council and the Curriculum Committee.

### ARTICLE III

#### RIGHTS OF INDIVIDUALS

- A. "Academic freedom" is essential to the college and its faculty and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching and of the students to freedom in learning. It carries with it duties correlative with rights.
- "The teacher is entitled to freedom in the classroom in discussing his subject..."
- B. Personal Freedom - No faculty member shall, on the grounds of sex, race, color, religion, national origin, political affiliation, or membership in the Association, be excluded from participation in, denied benefits, or be subjected to discrimination of any kind.
- C. Meetings - The Association recognizes the importance of participating in the activities of the Junior College. However, attendance at all meetings will be strictly voluntary, with the exception of general faculty meetings at the beginning of each semester or summer session.
- D. Personnel Files -
1. The college shall maintain an official personnel file for each employee who is subject to this agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and the evaluation reports prepared by the college.
  2. The employee shall have the right to examine his official personnel file at any time during normal business hours and to file a statement in response to any item placed in his file, provided, however, any letters of recommendation solicited in connection with his employment shall not be available to that employee or his representative.
  3. A designated member of the Association, having written authorization from the employee concerned, and

in the presence of a representative of the administration, may examine the official personnel file of that employee, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written charge or charges preferred against the employee by the college.

4. Copies of materials in an employee's official personnel file shall be permitted for official college purposes, for use at formal proceedings or grievance reviews or for the express use of the individual employee, but shall not be permitted for any other purpose.

5. A faculty member shall have the right to reproduce at his or her cost all documents in his or her personnel file.

#### ARTICLE IV

##### FRINGE BENEFITS

- A. Health Insurance - All employees covered by this agreement are subject to and have the benefits of the State Health Insurance Program.
- B. Life Insurance - All employees covered by this agreement are subject to and have the benefits of the State Group Life Insurance Program.
- C. Disability Insurance - All employees covered by this agreement are subject to and have the benefits of the State ERS or TIAA Group Insurance Policy whichever applies.
- D. Sick Leave - In the event of accident or sickness which renders any faculty member temporarily incapable of performing his duties, sick leave may be granted by the college as follows:

A member of the faculty who has served as such for two years or less may be granted as much as one month's sick leave with full pay. For each subsequent year of service beyond two years, he may be granted an additional half month of sick leave until the accumulated total reaches a maximum of twelve months.

If, after the entire sick leave allowance for a faculty member has been used, he is still unable to resume his duties he shall apply for a leave, with or without pay, or resign, and the decision shall rest with the President and the Board of Regents or its designee.

- E. Retirement Program - Full-time members of the faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two years of service and attainment of age 30 as a condition of employment and as provided by law. Employees who are members of the Rhode Island Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two years of employment for eligible employees under 30 years of age.

## ARTICLE V

### LEAVES

- A. Sabbatical Leave - A member of the faculty who has served full time for at least six years, who has the rank of assistant professor or above and who is on continuing appointment shall be eligible for sabbatical leave.

Sabbatical leave may be granted for graduate study, post-doctoral study, research or other professional improvement for a period of one year at half pay, or for one-half year at full pay.

Sabbatical leave shall be granted with the understanding that the recipient shall, upon the termination of the leave, return to his duties at the college for at least one year unless, by mutual agreement between the faculty member and the President, it is deemed inadvisable for him to do so. At the close of the period of leave, the faculty member shall file with his dean a report of his professional activities during his absence.

Upon the completion of the contractual year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service credit, becoming eligible for an additional sabbatical leave upon the accumulation of an additional (minimum) six-year period of service credit.

If a faculty member shall serve more than six years before his first sabbatical leave, or between sabbatical leaves, the additional years beyond six shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.

However, a faculty member whose approved sabbatical leave has been deferred or postponed because of replacement or



other operational difficulties, shall begin to accumulate service credit for his next sabbatical leave as of the scheduled start of the deferred or postponed leave but not including the time, if any, eventually spent on the deferred or postponed leave.

When on sabbatical leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the college provided he is not required to perform duties detrimental to the objective for which his leave has been granted. However, if he accepts employment for pay during the leave period, his college compensation will normally be reduced by the amount necessary to bring his total compensation for that period to a level comparable with his normal professional income.

Nothing in this section on sabbatical leave shall be construed to mean or imply that two consecutive periods of sabbatical leave after 12 or more years of continuous service are permitted.

The interest of the college, in addition to the professional and personal needs of the individual, shall be a major consideration in granting the leave.

The amount of leave shall be calculated at the rate of one month of leave for each year of service.

Normally, leaves shall be granted only after six years of service but, under special circumstances, leaves of shorter or longer duration may be granted, with a minimum of three months and a maximum of nine months. Requests for leave shall be processed through the office of the Vice President for Academic Affairs, to the President.

No more than five percent of the total faculty will be absent on sabbatical leave at any one time.

Provision for the cost of sabbatical leave shall be made in division budgets. For this to be accomplished, an application for sabbatical leave, in the form of a detailed written statement of purpose for the leave, shall be submitted by May 1, 16 months before the academic year for which the leave is requested. In exceptional circumstances, late application for sabbatical leave shall be considered.

- B. Conditions of Return to Duty after Leave - Upon his return from sabbatical leave, an employee's salary shall be the same as he would have received had the period of his leave

been spent in the service of the Board and he shall be returned to the same level which he held at the time said leave commenced if it exists, or, if not, to a substantially equivalent level.

A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.

- C. Maternity Leave - This will be granted without pay for up to two semesters. Requests shall be made no later than the sixth month of pregnancy. The teacher shall be guaranteed her position upon returning at the beginning of the next semester.
- D. Jury Leave - Every employee covered by this agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay, and shall remit the jury duty pay received.
- E. Military Leave - Every employee covered by this agreement who has left or shall leave his position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in National Guard of Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the 12 months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made.
- F. Military Training Leave - Employees covered by this agreement, who by reason of membership in the United States Military, Naval or Air Reserve or the National Guard or Naval Reserve, are required by the appropriate authorities

to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose. During the period of military training leave with pay, the employee shall accrue sick leave credits.

Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

- G. Application for Leaves - A faculty member who desires a leave shall apply for leave in writing to his immediate superior, who shall refer the application to the Dean. The Dean shall report it to the Vice President for Academic Affairs. Each of these two administrative officers shall make his recommendation for approval or disapproval of the application. The Vice President for Academic Affairs shall refer the application to a Board of Review composed of four members, two of which shall be elected by the faculty at large. If approved by the Board of Review, the application shall then be presented to the President for final action. Accompanying such application shall be a statement giving the reasons for the leave.

A plan for carrying on the work during faculty member's absence shall be developed by the applicant and his immediate superior. If the application for leave meets with disapproval at any stage, the applicant shall be notified immediately.

- H. Leave for Graduate Study - A member of the faculty who has served full-time for at least three years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one year at one-quarter pay with the understanding that the recipient shall, upon the termination of one year, return to his duties at the college for at least one year.

Application for leave shall be made in accordance with the time schedule prescribed for sabbatical leave. Shortly after his return to duty, the faculty member shall file with his Dean a report of his professional activities during his absence. Only faculty on term appointments are eligible for the leave.

If applications for leave exceed the number that can feasibly be granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since the granting of the last leave.

- I. Leave for Professional Advancement - A faculty member may receive leave to attend professional academic conferences upon recommendation by the department head and approval by the Dean.

When a leave is approved by the Dean based on available funds, expenses will be paid by the college according to existing state travel regulations.

- J. Vacation for Calendar Year Appointments - The annual vacation for a member of the faculty on the calendar year (twelve months) basis shall total 22 working days. Working days shall refer to five days per week, Monday through Friday, exclusive of scheduled holidays.

Vacation time shall be allowed to accumulate to a maximum of 44 working days. However, the time and the number of days of the vacation to be taken are to be mutually agreed upon in advance by the faculty member, the department chairman and the Dean or director.

There shall be no vacation granted for less than six months of service but thereafter vacation for service during part of a year shall be prorated.

## ARTICLE VI

### CONDITIONS OF EMPLOYMENT

- A. Faculty Meetings -

1. Except in an emergency, agenda for all faculty meetings will be published one week in advance of faculty meetings.

2. Faculty attendance will be voluntary, except see Article III (c).

- B. Department meetings will be called as the need arises. Agenda for all faculty meetings will be published five days in advance of meeting, except in an emergency. Attendance at all department meetings will be voluntary.

- C. Faculty and department meetings shall not require a quorum in order to transact business.

- D. Scheduling - All full time faculty shall maintain a class load minimum of 12 clock hours and a maximum of 15 clock hours with the exceptions of Art, Foreign Languages, and Chemistry who may maintain a maximum of 16 clock hours. The English Department shall have a maximum of 12 clock hours and Vocational-Technical and Nursing Divisions may have a maximum of 18 clock hours. The Nursing Division, teachers involved in the New Curriculum Program, may have a maximum of 21 clock hours.

A weekly office schedule of six hours shall be maintained by all faculty with the exceptions of those teachers in the Foreign Language, Art, Chemistry and Vocational-Technical Departments who carry more than a 15 clock hour maximum who will carry a weekly office schedule of 4 hours.

Nothing in this agreement shall preclude any individual from assuming more than the minimum office hours stated of his own volition.

Nursing Faculty will be exempt from office schedules. Practical nurse instructors are exempt from the above stated maximums.

Schedules will be prepared by department chairman with the cooperation of the department. The department chairman will consider master schedules, curriculum committee guidelines, personnel serving more than one department, and college policy in the development of schedules. All schedules will be submitted to the Dean for approval.

- E. Requests for exceptions from the minimum class load or office schedule shall be submitted to the Dean for appropriate action. It is evident that subject matter, curriculum guidelines, teaching methods, i.e., team teaching, independent study, etc. will vary within and between departments and, thus, exceptions from maximum and minimum class load will be determined individually by the departments and deans.
- F. The mission of Rhode Island Junior College mandates great emphasis on tutorial services; thus, no exceptions should be allowed in the minimum office hour schedule. Faculty should make every effort to make themselves available to students. In rare cases when classes must be cancelled due to insufficient personnel to cover, the cancellation will be reported to the Dean by the department chairman.
- G. The department chairman will maintain a master schedule for his department. He will report weekly to the Dean

cancellations and reasons for such cancellations.

- H. Outside employment cannot exceed one day per six day work week. Faculty are expected to dedicate their full time to college matters five days per full week.

## ARTICLE VII

### SUMMER SESSION AND CONTINUING EDUCATION

- A. Full-time faculty shall have first priority to teach summer and evening session courses within their assigned discipline.
- B. Assignments to teach summer session courses shall be voluntary. Compensation shall be at the rate of \$18.00 per hour for evening sessions and 8% of base salary per 3 credit course for summer sessions except when the evening session is part of their normal teaching load or the individual is on a calendar year pay schedule.
- C. No faculty member shall be assigned more than two (2) courses per summer or evening session above their normal load.
- D. Faculty members may be assigned to teach in the Continuing Education program as part of their normal teaching load, where mutually agreeable.

## ARTICLE VIII

### PROMOTION AND CONTRACTS

- A. Rank - There shall be four ranks for members of the teaching faculty as follows:

Instructor  
Assistant Professor  
Associate Professor  
Professor

- B. Temporary faculty may be employed each year in all ranks. They are assigned to temporary positions caused by the absence of faculty because of sickness, study or sabbatical leave, or emergency personal situations. The term of service may be from a month or two to a year. In no instance can such an appointee be given assurance of employment beyond the term indicated in his contract. Temporary faculty do not accrue time towards continuing



employment, nor do they qualify for annual salary review, consideration for the promotion, or the privilege of being granted leave.

C. Employment Standards - The standards to be used in employing faculty members and assigning them to rank are as follows:

- a. Satisfactory fulfillment of the requirements for promotion as outlined in Article VII (E) "Criteria for Promotion".
- b. Requirements for each of the four academic ranks.

Instructor - Normally a master's degree is required. The minimum requirement is a bachelor's degree and a start towards work on the master's degree, with exception of technical areas.

Assistant Professor - A master's degree is normally required together with teaching experience in the appropriate field or work towards the doctor's degree. The major field of graduate work must be that for which the candidate is to be assigned for the majority of his teaching time. College teaching experience should be in the field, or closely related to the field to which the candidate is to be assigned a majority of his teaching time. Appropriate experience in the public schools which relates to the teaching assignment will be given such a credit consideration as may be warranted in each case.

Associate Professor - Criteria for this rank will be submitted to study following the model for evaluation.

Professor - Normally only persons with a doctor's degree from an institution accredited by a Regional Association or appropriate terminal degree and appropriate experience will be employed in this rank. Evidence of high standards of academic and teaching accomplishment is a basic requirement.

D. Promotion - Annual Consideration for Promotion - All persons with the ranks of instructor, assistant professor, or associate professor (or their equivalents) who are employed full time to carry out the duties of their ranks shall be given annual consideration for promotion to a higher rank.

Annual consideration for promotion shall include a personal conference between the department chairman, Dean and the faculty member concerned. When recommendations

for favorable considerations are disapproved by higher authority, each person so opposed will state his reasons in writing, the whole to go forward and returned to the department chairman only after final action by the President. Upon return of the recommendation, reasons for disapproval will be communicated to the faculty member concerned.

The Vice President for Academic Affairs will review with the Academic Deans the annual recommendations for promotion, to insure comparability between actions in various segments of the college and to analyze the effect on the rank structure in the college as a whole.

E. Criteria for Promotion

- a. Teaching effectiveness is the prime criterion in determining the worth of a teacher. The department chairmen, the deans, and the President will use all appropriate means to determine fairly the relative effectiveness of individual teachers. Consideration will be given to information received on student evaluation forms and to observations made during class visits by the department chairmen and by the Dean.
- b. Subordinate to teaching effectiveness, but contributing to it, are the following criteria, all of which may be considered to determine an individual's eligibility for promotion: productive scholarship (work on and/or publication of papers or books on one's special field); professional improvement, experience (years of duty as a teacher); committee work (supervision of student activities); community activity (participation in extramural activities which may serve, directly or indirectly, the best interests of the college).
- c. In addition to the criteria set forth in paragraphs (a) and (b) above, consideration will be given to those personal characteristics which promote the smooth functioning of faculty-student, faculty-administration and intra-faculty relationships.

- F. Promotion of Instructors - One-year contracts shall be given instructors (or persons of equivalent rank) for a maximum period of four years. At the end of each contract year, the instructor will be eligible for (a) reappointment in his rank, (b) contract termination, or (c) promotion.

Within the third year of service, if it is known that the instructor will not or cannot be promoted at the end



of the fourth year, the instructor must be informed of this fact not later than March 1.

Any instructor who remains through the fourth year with the assurance of reappointment at the end of that year, must also be assured of promotion to an assistant professorship effective at the beginning of the fifth year. Nothing in this paragraph shall be construed to mean that an instructor (or person of equivalent rank) cannot be promoted before the end of four years.

- G. Promotion of Assistant Professors - The promotion of assistant professors shall not be automatic. The policy of the college, however, shall be to consider six years as the usual period of time to be spent in the rank of assistant professor (or its equivalent) before consideration for advancement to the next rank. An individual not considered for promotion may remain at the top step of assistant professor rank.
- H. Promotion of Associate Professor - The promotion of associate professors shall not be automatic. The college shall have no fixed policy governing the period of time to be spent as an associate professor (or its equivalent). Paragraph one under Promotion provides, however, that associate professors be given annual consideration for promotion.
- I. Term Contract Subject to Non-Renewal Procedure - A faculty member may receive a term contract of one, two or three years at the discretion of the President on recommendations of the department and the Dean. Faculty members shall be evaluated yearly.

Renewal or non-renewal of a term contract will be based on a series of evaluations. Each time a contract comes up for renewal the administration is charged with the responsibility of judging all of the qualifications of the faculty member. This should be affirmative and not a passive judgment.

- J. Continuing Appointment - The institution during a period of seven years has the opportunity to observe and evaluate the capabilities and services of a faculty member. Each time a contract comes up for renewal the administration is charged with the responsibility of judging all the qualifications of every faculty member. This should be affirmative and not a passive judgment. Upon this judgment must be based a decision to reappoint those who have performed satisfactorily, to cancel the contracts of those who have failed to adapt themselves to the standards of this institution, or to promote those who have achieved beyond the normal expectation or who have performed

satisfactorily over a period of years. No system of continuing appointment will be effective if it is not administered with firmness in canceling contracts of those who are not adapted, by training, experience, or temperament to the local situation.

After a faculty member has served his apprenticeship for seven years and has been found worthy of retention on the faculty, he should be granted a continuing appointment which cannot be terminated except by due process as hereinafter provided.

No statement, either expressed or implied above is intended to create the impression or to establish the fact that continuing appointment is automatic. To meet the conditions of eligibility for continuing appointment does not in itself presume or grant continuing appointment. Only by action of the Board of Regents does a faculty member acquire continuing appointment.

- K. Termination under Continuing Appointment - It is agreed that the President and the Board may dismiss or suspend an employee on continuing appointment for just cause. The employee shall be notified in writing on or before the effective date of such action.

If within two weeks of such dismissal or suspension, the employee or the Association so affected notifies the President in writing that he has been unfairly treated and gives his reasons therefore, he may have his case reviewed in accordance with the grievance and arbitration procedure set forth in this agreement.

In the event that an employee is dismissed or suspended under this section and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate for any time lost during the period of such dismissal or suspension.

## ARTICLE IX

### GRIEVANCE PROCEDURE

1. For the purpose of this agreement, the term "grievance" means any difference of dispute between the Board and the Association or any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement.

2. There shall be a grievance procedure as follows:

(a) A grievance shall be presented by the aggrieved employee and/or by the Association within ten calendar days after the employee knew or should have known of the occurrence of such grievance.

(b) An aggrieved employee shall discuss his problem with his Association representative and Dean who shall attempt to settle the problem within one calendar day. In the event that there is no resolution by the Dean, the grievance shall automatically proceed to the next level.

(c) If the grievance is not resolved according to section (b) above, it shall be reduced to writing and the aggrieved and/or the grievance committee of the Association shall meet immediately with the President or his designee. He shall render a decision to the Association and the employee within ten calendar days.

(d) If the grievance is still not resolved according to section (c) above, upon request the Commissioner of Education or his designee shall grant a hearing to the aggrieved and/or the Association representative and shall render a decision in writing to the Association and the employee within ten calendar days after completion of hearing, according to rules and regulations adopted by the Commissioner.

(e) Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The President on request will produce payroll and other records, as necessary. The Association representative will have the right to assist the aggrieved at any step of the grievance procedure.

Nothing contained herein deprives an individual employee of the right to process his grievance under this article without Association representation. If such grievance is processed without Association representation, the facts of said grievance will be furnished to the Association.

(f) It is also agreed that in all cases of dismissal the aggrieved and/or the Association committee may go immediately to section 2 (c) of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to 2 (c) above.

(g) Any grievance not resolved in levels (a) through (c) shall automatically proceed to the next level.

(h) The time periods set forth above are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.

Arbitration -

1. All submissions to arbitration must be made within two weeks after the grievance procedure decision under article 2 (d).
2. If a grievance is not settled under article 2 such grievance shall, at the request of the Association be referred to the American Arbitration Association in accordance with its rules then obtaining.
3. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.
4. Only grievances arising out of the provisions of this contract relating to the application or interpretation thereof, may be submitted to arbitration.

ARTICLE X

RETRENCHMENT

- A. Retrenchment as the result of financial or program curtailment shall be applied in the following manner:
  1. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department or program, as appropriate.
  2. Under the normal circumstances, and consistent with the educational commission of the Department or program affected, termination shall first take place as follows:
    - (a) Among the part-time employees in the Department or program before full-time employees are terminated.
    - (b) Among full-time employees holding academic rank, such termination shall be made from those holding temporary appointments, and from those holding term appointments before the termination of employees holding continuing appointments. Such removal shall be made in the inverse order of appointment within each such group.

(c) Among full-time professional employees, such termination shall be made in the inverse order of original appointment, provided, however, such removal shall be made from among employees having temporary appointments before the removal of employees having term appointments.

3. The Board will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide the following notice of termination:

(a) For those holding a term appointment, at least four months.

(b) For those holding a continuing appointment, at least one semester.

4. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the college for a period of two years, and must accept such offer within 15 days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The College shall make every reasonable effort to place an incumbent so separated within the College, provided that a suitable position for which the person is otherwise qualified is available for such appointment.

5. The original appointment shall mean the date of first appointment to College service, followed by continuous and uninterrupted service within the College up to the time of reduction and abolishment of positions. Authorized leave of absence at full salary or without salary shall not be deemed an interruption of service with the College. In the event an incumbent believes such date has been incorrectly determined, he shall so advise the college, and indicate the date he believes to be correct.

## ARTICLE XI

### FACULTY PARTICIPATION IN SELECTION PROCESS

- A. Selection of Deans - Whenever a vacancy occurs in one of the positions of academic deans, assistant or associate academic deans with faculty status, the President shall appoint an advisory committee to assist in filling the vacancy. Ordinarily the committee shall have five members drawn from segments of the academic community most immediately concerned or with special knowledge of the requirements of

the position to be filled. Two faculty members shall be included and elected by the faculty, and student members shall be appointed when deemed appropriate. The committee membership may be enlarged when wider representation of interest is desirable.

The advisory committee shall help assemble by various means, including the solicitation of names by canvass when appropriate, a suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

- B. Posting of Positions - All new and vacant positions shall be posted on the bulletin board for one week. All employees applying for such vacancies shall make a request in writing to the appropriate officer not later than ten days after the end of the posting period.
- C. Department Chairmen - The Department Chairman shall have administrative responsibility for the program of the Department under the Dean; cooperate with department members in planning programs; evaluate the instructional, administrative processes of the department and make recommendations to the Dean; evaluate periodically the department members and report the evaluations as required; recommend appointments, reappointments, promotions and dismissals of department members; insure that adequate supervision, advice and training are provided to new department members and others who might profit therefrom; generally promote the welfare of the department and the college by every appropriate means; and carry out such other duties as are set forth elsewhere by the college.

2. Search Committee - When a position of chairman of a department becomes vacant, the President shall within thirty days of such vacancy call for the formulation of a Search Committee to be charged with the compilation of a list of recommended candidates for submission to the President. This committee shall consist of five members, four shall be members of the full-time faculty and they shall be elected by the department concerned; the fifth shall be an administrator appointed by the President. The chairman of the committee shall be a senior faculty member of the department and shall be designated by the committee.

3. Screening and Interviews - The Search Committee shall solicit names of possible candidates from the college faculty and elsewhere. Names of candidates from within the present faculty, as well as those from without, may be considered. The Search Committee will devise its own screening methods and will arrange for on-campus inter-



views of candidates in conjunction with the Dean, who will arrange through the Vice President for Academic Affairs for necessary travel reimbursement for the candidates when available. The number of candidates invited to visit the campus shall meet with the faculty of the department and the Dean, and whenever possible with the Vice President for Academic Affairs and the President. The candidate shall also be given the opportunity to meet with students of the department under such conditions as can conveniently be arranged.

4. Choice of Candidates - After the Search Committee has conducted appropriate interviews and completed its screening, it shall submit to the President the names of acceptable candidates. The President may appoint one of the candidates recommended by the Search Committee. If the President cannot accept any of the candidates suggested, he shall explain his decision to the Search Committee and will request the Committee to continue its search until a candidate acceptable to all parties is found.

5. Dismissal of Department Chairman - If in the opinion of the President, the department chairman is not fulfilling his responsibilities, the President may terminate the appointment of a chairman.

6. If in the opinion of the faculty, the department chairman is not fulfilling his responsibilities, they shall, by a petition signed by two-thirds of the eligible voting faculty members of the department, initiate reappointment procedures in accordance with sections C-2, 3, and 4 of this Article.

7. Departments with five or less members will not have department chairmen.

8. Outgoing department chairmen are eligible to serve on search committees.

9. Position after Retirement or Dismissal - A chairman may resign his position at any time within the specified appointment period without prejudice. While he will normally give notice of one year, he may step down at any time, at which time an acting chairman shall be appointed by the Dean as noted above, pending selection of a replacement through the Search Committee.

ARTICLE XII

DEVELOPMENT OF AN EVALUATION SYSTEM FOR PROFESSIONALS

- A. There shall be a joint Administrative - RIJCFA Committee of twelve (12) persons which shall study and make recommendations with respect to a system for the evaluation of professionals. Such study and recommendations shall include the effect such evaluation should have on re-appointment of professionals and, if appropriate, recommendation of a plan for providing for long term security. Six members of the Committee shall be appointed by the Administration and six shall be appointed by the RIJCFA Executive Committee.
- B. The Committee shall report its findings and recommendations to the President and the RIJCFA Executive Committee, no later than January 15, 1973.
- C. Recommendations of the committee which are accepted by the Board and the RIJCFA Executive Committee shall be implemented by February 1, 1973 or as soon thereafter as may be feasible.

ARTICLE XIII

GENERAL

- A. Identification Cards - All faculty shall be provided with official identification cards by the college at no cost to the faculty.
- B. General fees or course charges for all full-time faculty members of institutions under the jurisdiction of the Board of Regents may be waived when they undertake a regular study program at their own or another institution, the level of eligibility for faculty members being unlimited. The same fee remission applies to legal dependents, only when pursuing courses for credit at the baccalaureate level.

ARTICLE XIV

ALTERATION OF AGREEMENT

- A. It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if agreed to in writing by both parties.



- B. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

#### ARTICLE XV

##### NO STRIKES OR LOCKOUTS

- A. The Association and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Board lockout its employees during the term of this agreement.
- B. It is agreed that all provisions of this agreement are binding on each of the employees covered by this contract.

#### ARTICLE XVI

##### SAVINGS CLAUSE

Should any provision of this agreement, or any application thereof, be unlawful by virtue of any federal or state law, such provision of this agreement shall be null and void, but in all other respects the provisions of this agreement shall continue in full force and effect for the life thereof.

#### ARTICLE XVII

##### TERMINATION OF AGREEMENT

1. This agreement shall be effective as of the 1st day of July, 1972, and shall remain in full force and effect until the 30th day of June, 1974.

It shall be automatically renewed from year to year thereafter commencing the 1st day of July, 1974, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this agreement.

In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until a new agreement is executed.

2. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
3. Either party may be written notice sixty (60) days prior to July 1, 1973, reopen all issues except those indicated below:

Appendix A, Article IV, Article V (except for Maternity), Article VII and Article XVII.

4. In witness whereof, the parties hereto have set their hands this 10th day of July, 19 72.

For the Board of Regents

For the Rhode Island Junior  
College Faculty Association:

William F. Flanagan  
President of Rhode Island  
Junior College

Fred G. Burke  
Commissioner of Education

William Hatfield  
President

Dennis J. Roberts  
Chairman, Board of Regents

Chairman, Negotiations  
Committee

APPENDIX A  
COMPENSATION

- A. Faculty Salary Schedule - The full time teaching faculty salary schedule for each rank is as follows:

Instructors

	<u>1972-73</u> <u>Year Service</u> <u>(In Rank)</u>	<u>1973-74</u> <u>Year Service</u> <u>(In Rank)</u>
0	\$ 8,000	\$ 8,500
1	8,500	9,000
2	9,500	10,000
3	10,000	10,500

Assistant Professors

0	10,500	11,500
1	11,000	12,000
2	11,500	12,500
3	12,000	13,000
4	12,500	13,500
5	13,000	14,000

Associate Professors

<u>Salary Range</u> <u>1972-73</u>	<u>1973-74</u>
14,000 - 15,500	14,500 - 16,000

Professors

15,500 - 17,000	16,000 - 17,500
-----------------	-----------------

- B. Faculty appointment normally be specified for the academic year unless otherwise specified.

The academic year begins with a faculty meeting one week prior to the first day of registration and ends on Commencement Day.

- C. Faculty members selected for a calendar year appointment shall receive an additional twenty percent (20%) of his or her academic salary as of July 1.
- D. Department chairmen shall be compensated at the rate of \$500 per academic year.
- E. The above pay plan is subject to Pay Board Review.