

DOCUMENT RESUME

ED 289 420

HE 020 981

TITLE The Roger Williams College Faculty Association (NEARI/NEA) 1986-1989 Contract with the Board of Trustees of Roger Williams College.

INSTITUTION National Education Association, Washington, D.C.; Roger Williams Coll., Bristol, R.I.

PUB DATE 86

NOTE 38p.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS Access to Information; Arbitration; *Collective Bargaining; *College Faculty; Compensation (Remuneration); *Contracts; Department Heads; Due Process; *Employment Practices; Faculty Evaluation; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Leaves of Absence; Personnel Policy; Retrenchment; Search Committees (Personnel); *State Colleges; Teacher Placement; Teacher Rights; Unions; Work Environment

IDENTIFIERS National Education Association; *NEA Contracts; *Roger Williams College RI

ABSTRACT

The collective bargaining agreement between the Roger Williams College Faculty Association, an affiliate of the National Education Association (NEA), with the board of trustees of the college for the 1986-1989 period is presented. The following 14 articles are included: recognition; negotiations clause; rights and responsibilities; rights of the association; rights of individuals; conditions of service (including faculty load, division coordinators, class size, part-time faculty, calendar, office space, parking, and retirement); appointment and evaluation (e.g., initial contracts, temporary, probationary period, reappointment); due process; grievance procedure; retrenchment (including program curtailment); search committees; compensation; fringe benefits (e.g., insurance, disability travel, professional development, pensions, leaves, discounts, released time, tuition remission); and general and duration. Salary scale tables by rank are included. (LB)

 * Reproductions supplied by EDRS are the best that can be made *
 * from the original document. *

004917

ED289420

THE
ROGER WILLIAMS COLLEGE
FACULTY ASSOCIATION
(NEARI/NEA)

1986-1989

CONTRACT

with the
BOARD OF TRUSTEES
of
ROGER WILLIAMS COLLEGE

ROGER WILLIAMS COLLEGE
FACULTY ASSOCIATION
NEARI/NEA
BRISTOL, RHODE ISLAND 02809

RWCFA/NEARI/NEA

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION
CENTER (ERIC)

- This document has been reproduced as received from the person or organization originating it.
- Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

NEA

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)"

TE 020 981



TABLE OF CONTENTS

	Page
Preamble.....	1
Article I....Recognition.....	1
Article II....Negotiations Clause.....	1
Article III...Rights and Responsibilities.....	1
Article IV....Rights of the Association.....	2
Article V.....Rights of Individuals.....	4
Article VI....Conditions of Service.....	5
Article VII...Appointment and Evaluation.....	13
Article VIII..Due Process.....	15
Article IX....Grievance Procedure.....	16
Article X.....Retrenchment.....	17
Article XI....Search Committees.....	20
Article XII...Compensation.....	21
Article XIII..Fringe Benefits.....	23
Article XIV...General and Duration.....	31

Definitions:

1. MBU - Member of the bargaining unit as defined in Article I.
2. Faculty - MBU's whose primary responsibility is teaching.
3. Part-time faculty MBU's - Faculty who are part-time and have established membership in the bargaining unit, as described in Article I.
4. Non-Teaching MBU's - MBU's whose primary responsibility is other than teaching.

PREAMBLE

The Board of Trustees of Roger Williams College, hereinafter called the Board, and the Roger Williams College Faculty Association (NEARI/NEA), hereinafter called the Association, enter into this agreement for the purpose of establishing a harmonious and cooperative relationship between the Board and the Association by providing for procedures which will facilitate free and frequent communications between the College and its faculty.

ARTICLE I RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for all faculty holding full-time appointments and part-time faculty employed in the daytime program, teaching more than one course at the College, including division coordinators, area coordinators, guidance counselors, librarians with degrees in Library Science and the Director of Audio-Visual Services with appropriate degree. No more than fifty percent (50%) of the faculty in any division will be part-time.

ARTICLE II NEGOTIATIONS CLAUSE

A. The College and the Association agree that all negotiable items have been considered during the discussions leading to this Agreement and, therefore, agree that negotiations will not be reopened nor policies adopted on any item concerning salary, wages or working conditions whether contained herein or not, during the life of this Agreement unless by mutual agreement.

B. Any previously adopted policy, rule or regulation of the College which is in conflict with this Agreement shall be superseded and replaced by the applicable provision(s) contained herein. Any previously adopted policy or practice of the College granting benefits, rights and/or privileges to faculty in the Bargaining Unit not contained in the Agreement, is declared null and void.

ARTICLE III RIGHTS AND RESPONSIBILITIES

It is recognized that the faculty has primary responsibility for the fundamental areas of curriculum, subject matter, methods of instruction, research, and those aspects of student life which relate to the educational process. The Association acknowledges that, in these matters, final authority is lodged with the Board or their delegated representatives.

This authority should be exercised adversely only for good and just

cause and for reasons communicated in writing to the Faculty Association and the Faculty Senate, if requested by them. The President of the Association and the Executive Secretary of the Senate shall, following such communication, have opportunity for further discussion of their views with the Dean of the College. If such discussion with the Dean of the College is unsatisfactory, they may take their concerns to the President of the College and then to the Executive Committee of the Board.

The Board recognizes the right of the faculty to constitute itself in accordance with the Constitution and By-laws included in this contract as appendices A and B.

ARTICLE IV
RIGHTS OF THE ASSOCIATION

A. The Association shall have the right to use College facilities for conducting meetings, provided the Association gives the administration reasonable advance notice of its request and provided the facility requested is not scheduled otherwise for use. The Association shall have the right to conduct official business on any Roger Williams College (RWC) campus at any reasonable time provided that this business does not interrupt normal College operations.

If negotiation sessions and/or arbitration proceedings are scheduled during the College day, not more than three MBU's shall be released from assignments to attend such sessions.

B. The Association shall be allowed to use College equipment (limited to typewriters, duplicating machines, xerox and/or photocopying machines) at a cost determined by the rate charged to the budgets of internal units. This equipment will be designated by the administration.

The Association shall have the right to use MBU mailboxes for purposes of communicating with its members.

The Association shall have the right to use a portion of a bulletin board for Association purposes as follows:

1. In the classroom, library and science building--Fulton campus.
2. Near the mailboxes in the Providence campus.

C. Nothing contained herein shall be construed to deny or restrict any MBU or the Board or its agents' rights that they may have under the General Laws of the State of Rhode Island or any applicable federal law or regulation.

D. The Board recognizes the Association's rights to have access to information relative to names, addresses, and salary of all MBU's and names and addresses of all members of the College corporation (including Board members), and to the instructional budgets.

The College agrees to furnish the Association with a list of all administrative personnel, including titles, addresses and responsibilities. Such list will be made available to the Association after at least four weeks' advance notice of request.

The Association agrees to furnish the College with a list of all officers and representatives of the Association, including titles, addresses and designation of responsibilities.

E. Upon request of the President of the Association, the President of the College or his/her designee, (the Dean of the College, the Vice-President, or the Dean of Administration) shall meet with the President of the Association to discuss matters pertaining to fiscal, budgetary or long-range institutional planning which have been proposed or which are being considered. Any such meeting shall be at a time which is mutually convenient to the parties.

The College agrees to provide the Association with access to fiscal and budgetary information which shall include audited financial statements, federal information return (Form 990), budgetary projections, and periodic updates of all aforementioned items furnished to the Board. This will be done on a continuing basis as such documents become available.

If, after meeting as prescribed in this section, the Association is not satisfied, it will be granted a meeting with the Executive Committee of the Board and/or the Board itself no later than the next scheduled meeting of either of these bodies.

F. The President of the Association shall have the right to name two (2) of its members to serve on whatever body is charged with the responsibility for formulating the over-all budget of the College, on an advisory basis. They shall be notified and have the right to attend all meetings of any said body, be able to speak at such meetings, and to have the same access to data and information as other members of the body. The input shall be advisory and they shall have no voting rights or authority beyond that of offering advice to the committee.

The Vice-President may request particular Association members to serve on the above referenced body. However, the President of the Association shall be free to appoint whomever he/she feels will best represent the interest of the MBU's.

G. The President of the Association shall be assigned office CL107 or a faculty office of equivalent size.

H. The President of the Association shall be given a one course reduction each semester.

ARTICLE V
RIGHTS OF INDIVIDUALS

A. Academic Freedom - Every MBU shall have the right to select and utilize materials he/she adjudges appropriate for his/her teaching, counselling and other academic responsibilities. He/she shall have freedom in the classroom in discussing his/her subject.

Every MBU shall have full freedom in research and in the publication or statement of the results thereof.

B. Personal Freedom - While in the public sector, every MBU shall be free to exercise all the rights of citizenship, including political and religious activities. The exercise of such rights shall in no way adversely affect his/her employment or constitute grounds for discipline or discrimination.

In extramural utterances and activities, every member of the bargaining unit shall indicate that he/she is not an institutional spokesman.

C. Personnel Files

1. At reasonable times, an MBU may examine, and reproduce at his/her own expense, any document in his/her personnel file, except those which relate to his/her original application and appointment at Roger Williams College.

There shall be only one official file for each MBU which shall be kept by the Dean of the College. In any hearing involving an MBU, any documents used against the MBU must be included in his/her official personnel file.

2. The MBU may comment on material in his/her file (except that which relates to original appointment referred to above) and attach such comment thereto.

3. Any adverse material placed in an MBU's file by the administration dealing with teaching effectiveness, evaluations, and/or termination must be brought to the MBU's attention before being placed in the file, however, nothing contained herein shall restrict the placing of the MBU's completed personnel evaluations, including peer and student evaluations as appropriate, in his/her file. No anonymous material will be placed in an MBU's file.

Author-identified adverse material shall be communicated to the MBU before being placed in his/her personnel file.

4. The College administration has the responsibility to maintain the confidentiality of all personnel files. Only the MBU, the College Trustees, the President, and the Dean of the College and Director of Personnel shall have access to the MBU's file.

D. An MBU shall have the right to have an Association representative (of his/her own choosing) present while examining his/her personnel file.

E. It is recognized that the negotiation and administration of this Agreement entails expenses which should be appropriately shared by all MBU's who are beneficiaries of said Agreement. To this end, if an MBU does not join the Association in accordance with its Constitution and By-laws and execute an authorization for dues deduction, such MBU will, as a condition of employment by the College, execute authorization for the deduction of a sum certified by the Executive Director of the NEARI to Roger Williams College on or before September 1st of each academic year, which sum shall be forwarded to the Association. Such sum will not exceed the annual membership fee of the RWCFA/NEARI/NEA, and shall be deducted in the same manner as a regular member.

The Trustees agree that no MBU will be discriminated against by virtue of his/her membership in the Association.

F. Payroll Deductions for Dues - The College shall deduct RWCFA/NEARI/NEA dues from the wages of those members who have authorized the College to do so. This money shall be forwarded monthly to the Treasurer of the Association.

G. Payroll deductions for U.S. Savings Bonds - The College agrees to allow for deduction from wages for U.S. Savings Bonds.

ARTICLE VI CONDITIONS OF SERVICE

A. Faculty Load

1. Faculty will teach four courses per semester (twelve (12) hours). However, faculty in the Architecture Division will teach a full studio course and one other course up to and including fifteen (15) hours in each semester. All lab sections shall be staffed by faculty members.

2. For a supervisor of student teachers, every ten (10) students supervised shall constitute the equivalent of a full-load course.

3. In addition to a regularly scheduled full-time faculty load, an MBU may assume up to a total of three (3) separate preparations for directed readings, internships, or independent studies involving a total of fifteen (15) students, no more than eight (8) of whom may be outside the Open Division. Independent projects, approved by the appropriate academic bodies shall be forwarded to the Dean of the College for approval. (For purposes of computing overload, ten (10) such projects shall constitute one (1) course overload as specified in Article VI M, 3, b). Upon completion of each project at the conclusion of each semester, the MBU shall be paid in 1986-87: \$140.00; in 1987-88: \$145.00; and in 1988-89: \$150.00 per student, per project.

4. Student assistants - No student or students shall be allowed to teach any course which is offered for academic credit. Student assistance in certain courses, laboratories or field activities under direct faculty supervision is acceptable.

5. MBU's who serve as core faculty for the Open Division - A core faculty member in the Open Division is an MBU who has been approved and assigned a defined load of students and/or who serves in an instructional, facilitating, advising, or other academic capacity in the Open Division.

A full-time load for an Open Division core faculty member shall consist of up to and including ninety-eight (98) Open Division Units (ODU's). Facilitating or advising one (1) student shall be counted as one (1) ODU. Providing one (1) instructional unit shall be counted as one and seven-tenths (1.7) ODU's.

A core faculty with a one-quarter-time ($1/4$) load shall be expected to handle a maximum of twenty-five (25) ODU's; a core faculty with a one-half time ($1/2$) load shall be expected to handle a maximum of forty-nine (49) ODU's; a core faculty with a three-quarter-time ($3/4$) load shall be expected to handle a maximum of seventy-four (74) ODU's. Faculty load and assignment of advisees, instructional units, and other academic responsibilities shall depend upon the number, complexity, and variety of academic programs of students and shall reflect the competencies of the core faculty members. The Division Coordinator shall recommend core faculty to the Dean of the College for approval.

No additional compensation shall be paid to any Open Division core faculty member unless eighty percent (80%) of the Open Division core faculty are teaching at least eighty percent (80%) of full-load for their status. Subject to the above, core faculty members who handle more than the maximum number of ODU's shall receive additional compensation equal to the rate which applies to MBU's teaching in the Division of Continuing Education for each increment of twenty-five (25) ODU's, or any pro-rated portion thereof.

6. MBU's who provide instructional services for the Open Division:

a. Any full-time faculty member who, in addition to his/her full-time teaching load, serves as instructor/supervisor of a directed readings project, independent study project, internship project, or other learning activity for Open Division students may assume up to three (3) separate preparations or projects per semester. Each of these shall be limited to a maximum of ten (10) students and a limit of fifteen (15) students shall apply to the total enrollment in the three (3) projects. Upon completion of each project at the conclusion of each semester, the MBU shall be paid in 1986-87: \$140.00; in 1987-88: \$145.00; and in 1988-89: \$150.00 per student, per project.

b. The Open Division may periodically define and submit for approval to the Dean of the College, whole or partial equivalent loads for its faculty who serve in academic capacities other than facilitator or adjunct faculty. This may include MBU's who develop academic programs or learning resources, work on credit documentation, or similar projects and activities.

Any Roger Williams College faculty member who wishes to serve the Open Division in a capacity which requires a reduction in teaching load needs to obtain permission from the Dean of the College who will consult with the Coordinator of the Open Division and the Coordinator of the primary division so that appropriate arrangements can be made in the primary areas, division, and programs well in advance of the semester(s) during which the reduction takes place.

c. Employment outside of normal academic year:

(1) A core faculty member working full-time in the Open Division during any or all of the months of January, June, July, and August shall be paid at the rate of \$1700.00 per month in 1986-87; \$1750.00 per month in 1987-88; and \$1800.00 per month in 1988-89.

No salary will be paid to MBU's who are on vacation. Those who work for the Open Division full-time during these months will be excluded from other forms of day employment at the College.

Staffing needs for these months shall be recommended by the Division Coordinator for approval by the Dean of the College.

(2) Compensation for Additional Services: Core faculty members who perform special academic services or offer instruction at locations geographically removed from the Fulton Campus or other campuses of the College shall receive mileage and travel expenses consistent with established College policy.

7. During a calendar year, MBU's will not teach, whether day, evening, intersession or summer session, more than the equivalent of six (6) courses, in addition to their normal two semester load (fourteen (14) courses in total). Each accumulation of ten (10) independent or external studies during a calendar year will be considered the equal of one course for non-Open Division faculty. Fractions of this equivalency will not be counted in the total course calculation.

Faculty shall be allowed to schedule teaching in excess of the stated limits, but must make satisfactory written assurances to the Dean of the College and the Division Coordinator that an alternate instructor will be provided in the event that enrollment is sufficient for the excess section or courses.

B. Preparations -- Each full-time faculty member shall be assigned no more than three different preparations of courses per semester except with the consent of the faculty member involved.

C. Division Coordinators

1. Division Coordinators shall be appointed annually by the Dean of the College from a list of not more than three (3) names submitted by the full-time faculty MBU's in each Division. The Dean of the College may remove a Division Coordinator at his/her discretion. A majority of the full-time faculty MBU's in each Division may cause a

Division Coordinator to be removed at the first meeting after the meeting at which a motion to this effect was made. Such meeting shall take place not less than five (5) work days after the initial meeting, nor more than ten (10) work days after the initial meeting. The Dean of the College shall be notified of these proceedings in writing within twenty-four (24) hours of the first meeting. Within five (5) days of receipt of such a petition from a Division, the Dean of the College shall notify the Division of his/her acceptance of the recommendation, or request a meeting of the Division to reconsider. If, after reconsideration, the majority of the Division continues to recommend the removal of the Division Coordinator, the Dean shall call for a new election. The above procedure will be instituted in all cases where there is a vacancy in the position of Division Coordinator. The period of appointment will be July 1 through June 30.

2. Duties and Responsibilities

- a. Report to the Dean of the College or his/her designee.
- b. Coordinate the day to day operations of the Division. Supervise clerical personnel assigned to the Division and distribute divisional funds in accordance with the approved budget under the direction of the Dean.
- c. Submit the Division's annual budget recommendations, as approved by the Division, to the Dean of the College.
- d. Serve as liaison between the Division and other Divisions and academic and administrative offices of the College, including the Director of the Library on library holdings in appropriate areas, the Dean of Admissions and the Director of Public Relations, regarding catalog copy, viewbook and other promotional materials.
- e. Chair meetings of the Division to develop recommendations and needs statements on a variety of matters, as appropriate. (e.g., budget matters, courses and programs, scheduling, staffing, space assignments, etc.)
- f. Serve, ex officio, on all Standing Committees within his/her Division; oversee the functioning of such Standing Committees; and transmit decisions of such committees to the appropriate Standing Committees of the Faculty Senate, the Academic Council, and the Dean of the College. Keep reports and records of all Standing Committees of his/her Division.
- g. Participate in all Orientation sessions for new students and act as advisor to students, especially during Orientation sessions, with special attention to transfer students and the evaluation of transfer credit.
- h. Make appropriate arrangements for the advisement of students and the evaluation of transfer credits; in this capacity, the Coordinator will supervise degree evaluations, waiver of degree requirements in division programs, course substitutions in division programs in consultation with relevant faculty.

i. Except in extraordinary circumstances and with their prior consent, Coordinators will not be expected to serve on Standing Committees of the Faculty Senate.

j. Encourage appropriate contacts with research organizations, foundations, business, labor, professional and public groups, including professional accrediting agencies, student groups and clubs.

k. Division Coordinators shall receive a reduction of one (1) full-load course per semester.

D. No full-time faculty member shall be expected to service more than the equivalent of one hundred thirty (130) students per semester without his/her consent and additional compensation at the rate of \$38.00 per student in excess in 1986-87; \$40.00 per student in excess in 1987-88; and \$40.00 per student in excess in 1988-89.

E. The maximum number of students in a course will be 35-40. Exceptions to the maximum shall be agreed to by the instructor. The minimum number of students shall be 10-12. Exceptions to the minimum shall be determined by the Dean of the College.

F. Part-Time Faculty

Each part-time faculty member included in the bargaining unit shall be expected to service the equivalent of no more than three (3) full-load courses per semester. Part-time faculty MBU's teaching no more than three (3) full-load courses and part-time faculty MBU's teaching no more than twelve (12) contact hours of exclusively design studio courses shall be paid on a pro-rated basis in accordance with Article XII.B.

G. Non-Teaching MBU's

For non-teaching MBU's thirty-five (35) hours per week shall constitute full-time employment, unless they are provided compensatory time or additional compensation. Any such MBU employed more than twenty (20) hours shall receive fringe benefits on a pro-rated basis.

H. Responsibilities of MBU's

1. All Faculty

a. Faculty MBU's shall meet all scheduled assignments unless prior arrangements have been communicated to the Division Coordinator, who shall summarize such instances weekly in a written report to the Dean of the College, to be submitted by noon each Monday when the College is in session.

b. Faculty MBU's shall not cancel classes or other contractual commitments without notifying their Division Coordinator, who shall summarize such instances weekly in a written report to the Dean of the College, to be submitted by noon each Monday when the College is in session.

c. All faculty shall report accidents which occur in their classes, or on campus premises, to the College nurse immediately.

2. Full-time Faculty.

In addition to the normal faculty load as described herein, a faculty member shall assume other educational responsibilities. These shall include the following:

-serve on college committees as outlined in the By-laws

-serve as advisor to individual students. The Faculty member shall have periodic conferences with each of his/her advisees. When serious academic or personal problems are identified or appear to be evident, faculty shall make referrals to the Dean of Students. (Normally a faculty member shall not be assigned more than twenty-five (25) students.)

-attend commencement

-faculty members shall keep regularly scheduled office hours for no less than four (4) hours per week to be scheduled over a minimum of four days. Such hours shall be posted and announced in a manner which will make students and advisees aware of the hours during which he/she is available.

-faculty shall assume other responsibilities which are normally and traditionally considered educational responsibilities of college faculty.

3. Part-Time Faculty MBU's.

Part-time faculty MBU's shall be available to students two (2) hours per week during the normal school day. Their office hours shall be posted and announced in a manner which will make students aware of the hours during which they will be available.

4. Academic advising is not the exclusive right of members of the Association. Administrators may serve as new student advisers and facilitators. However, all students will be assigned an academic advisor in their major areas by the students' sophomore year.

I. College Calendar, Holidays, and College Bulletin

1. College Calendar

a. The Dean of the College shall determine the calendar in consultation with the Vice President of Administration and the President of the Association. In the event of a disagreement, the Dean will communicate in writing to the President of the Association any reasons

he/she might have for implementing a calendar in which the President does not concur. Any changes which affect wages, hours, or other conditions of employment shall be negotiated prior to implementation.

b. The academic responsibilities of full-time faculty members shall extend from one class week prior to the first day of Fall classes until Spring Commencement, exclusive of those days during which classes are not scheduled. As part of this responsibility thirty percent (30%) of the faculty of the respective divisions shall be assigned to assist with student registration.

2. Holidays

All MBU's shall be entitled to normal school holidays, as published in the College Calendar. However, MBU's shall be responsible for teaching their classes scheduled in the Evening Division or normal school holidays. Librarians and counselors shall be required to work during all vacation periods except Christmas recess after final exams, Friday after Thanksgiving, and the Spring recess.

3. College Catalog

It is the intention of the College to produce a catalog as often as necessary to adequately represent the College's program and policies. This shall normally occur each year or be supplemented when necessary. When the catalog is produced, faculty shall be consulted regarding the description of courses.

J. Office Space

1. Allocation of office space and equipment shall be made by the Dean of the College and implemented by the Division Coordinators. In case of scarcity, such allocation shall normally be based upon length of service at Roger Williams College.

2. Each full-time MBU shall be assigned office space which shall contain a desk with drawer space, a desk chair, a file cabinet, book space, and a waste basket.

3. Division Coordinators shall be assigned a single office with a four-drawer file cabinet.

4. Each academic division shall be assigned adequate clerical support service during the academic year.

K. Parking Space

The College shall provide adequate parking space for each MBU.

L. Library

The library on the Fulton Campus shall be open seven (7) days a week exclusive of normal school holidays.

M. Rights of First Priority and Consideration

1. The Association will be notified promptly of all administrative, faculty and staff vacancies with specifications.

2. Part-time MBU's shall be given consideration in the filling of teaching vacancies within the College which may occur within their fields of competence.

3. a. Full-time MBU's shall have first priority for teaching in the Division of Continuing Education and all other Academic Sessions. The MBU's course load shall be in accordance with Article VI M.3.b.

b. Except in cases of extraordinary circumstances, and with the mutual consent of the Dean of the College and the MBU, no MBU shall teach more than one (1) course or its equivalent above his/her scheduled load for additional compensation per semester in the day or Continuing Education Division. In no circumstances shall an MBU teach more than six (6) course sections or the equivalent per semester under the terms of this Contract.

4. In a case where the need for specific duties of an academic/administrative nature is identified, the assignment will be defined and posted to the bargaining unit. If the MBU accepts appointment by the Dean of the College, he/she will be given released time or be compensated at the extra course rate, according to the nature of the assignment. When extra compensation is involved the assignment will be the equivalent of an additional course. (See Article VI.M.3. b.)

N. Retirement

1. Normally, retirement will be compulsory beginning with the academic year following the MBU's seventieth (70th) birthday. If it is mutually agreeable to the College and the MBU, retirement may be postponed.

2. Early retirement by mutual consent shall be available to all MBU's subject to the following conditions:

a. after ten (10) years of full-time service at Roger Williams College.

b. beginning no earlier than the start of the academic year following the MBU's fifty-fifth (55th) birthday.

c. beginning no later than the start of the academic year prior to the MBU's sixty fifth (65th) birthday.

3. The incentive for early retirement shall consist of a lump sum payment calculated according to the following scale:

a. age 55-57 - fifty percent (50%) of the MBU's base salary in the last full year of service.

age 58-60 - forty percent (40%) of the MBU's base salary in the last full year of service.

age 61-63 - thirty percent (30%) of the MBU's base salary in the last full year of service.

age 63-64 - twenty percent (20%) of the MBU's base salary in the last full year of service.

b. Early retirees shall receive the same benefits as retirees under mandatory retirement.

4. The provisions of this section will be administered in a fair and impartial basis.

ARTICLE VII APPOINTMENT AND EVALUATION

A. Appointment

1. Initial Contracts

Initial faculty contracts shall be issued by the Dean of the College from recommendations submitted by members of the respective academic areas and the Division through the Division Coordinators to whose Division the appointment will be made. Initial contracts for librarians, counselors and Director of Audio-Visual Services shall be issued by the Dean of the College based upon the recommendations of the existing professional staff.

2. Temporary Appointments

Temporary appointments shall only be issued to replace MBU's on leave and for visiting staff. Individuals holding temporary appointments shall be members of the bargaining unit, in accordance with the provisions of Article I, and shall have all rights under the Agreement, with the exception that their employment shall terminate in accordance with the expiration date in their individual contract. The President of the Association shall be notified of all temporary appointments. Temporary appointments normally shall be issued for a single academic year, but shall not exceed two (2) years. Temporary appointment may not be given to individuals who have held appointments in the past (i.e., continuing appointment) which were not specified as temporary ones. Temporary appointments shall also include colleagues from other colleges and universities replacing MBU's of Roger Williams College under any faculty exchange arrangement. Such exchange arrangements must have the prior approval of the MBU, a positive recommendation of the Academic Division, and the approval of the Dean of the College, whose decision shall be final.

3. Probationary Period

The first three (3) years of full-time employment for all MBU's shall constitute a probationary period. During the probationary year, employment may be terminated by the Dean of the College who will state reason(s) for termination in writing prior to March 1 of the current year. The reasons for termination may not be arbitrary or capricious. (Present employees shall be excluded from this section.)

B. Evaluation for Reappointment

1. For the purpose of faculty evaluations, each division shall elect a Division Personnel Committee annually. Evaluations shall be initiated by these committees with the cooperation of Division Coordinators in accordance with procedures established by a duly constituted faculty committee on personnel. Said duly constituted faculty committee on personnel shall establish procedures which ensure that all faculty evaluations meet minimum institution-wide standards of assessment.

2. Assessment of the general capabilities of individual members of the division shall be in relation to his/her specific discipline or program and the needs and interests of the College by consulting with the faculty members of the individual program and with students in his/her courses.

3. There will be one evaluation each year for first, second, and third year MBU's. Faculty with more than three (3) years, but less than six (6) years experience at Roger Williams College will be evaluated every other year. Faculty with six or more years experience at Roger Williams College will be evaluated every four (4) years. In the event of a negative evaluation of an MBU, such MBU may be re-evaluated the following year, at the discretion of the Dean of the College or the Division. Comprehensive and written evaluations shall be forwarded to the Dean of the College via the Faculty Committee on Personnel. During an MBU's evaluation year, he/she shall submit to the Faculty Committee on Personnel a statement outlining his/her plans for professional development and academic growth. A summary of this statement shall be included in the evaluation forwarded to the Dean of the College.

4. The evaluation process shall be thorough and professional. The written evaluations may vary in form, but should comply with the procedures used by the division committee and should address themselves in general to:

a. Teaching performance, e.g., effectiveness of teaching, concern for teaching.

b. Professional competence, e.g., command of subject/discipline, academic growth/performance.

c. Participation in the academic community, e.g., acceptance of faculty responsibilities outside the classroom, relations with colleagues and students.

d. Intellectual breadth, e.g., demonstration of interests and knowledge beyond subject taught, analytic/synthetic/artistic capacity.

5. Evaluations made in each case shall be communicated to the evaluatee prior to being submitted to the Dean of the College via the Faculty Committee on Personnel.

C. For MBU's other than faculty, evaluations shall be carried out according to the procedures accepted by the Faculty Committee on Personnel, the Dean of the College, and, in the case of counselors, the Dean of Students, consistent with the institution-wide standards of assessment referred to in B.1. above.

ARTICLE VIII
DUE PROCESS

A. No permanent MBU shall be dismissed without just cause. No probationary MBU shall be dismissed without cause and in no case shall dismissal be arbitrary or capricious. Dismissal for purposes of this Agreement shall mean non-renewal of contract or dismissal during the year.

B. In the case of probationary appointments, notice of dismissal, as defined in A. above, shall be given on or before March 1 of the Contract year.

C. In the case of non-probationary appointments, notice of dismissal shall be given on or before June 30 of the year prior to the terminal year.

D. When the Committee on Faculty Personnel, acting as the Ethics Committee in accordance with the established academic governance system, determines that an MBU is guilty of grossly unethical and/or unprofessional conduct, or of substantial, recurrent neglect of duty and recommends suspension or dismissal, nothing contained in this article shall prevent the immediate suspension or dismissal of such MBU, upon written notice from the President of the College. Such action shall not be arbitrary or capricious. The MBU involved may challenge this action through the grievance procedure. If the grievance is sustained, the MBU shall receive any benefits lost as a result of the President's action. Nothing contained in this paragraph shall limit the rights the College otherwise would have under this contract or applicable laws.

E. Notice of dismissal shall contain the reason(s) for such dismissal. It shall also inform the MBU of his/her rights under the terms of the agreement.

F. The MBU or the Association may, within thirty (30) days after receipt of notice of dismissal, file a grievance under Article IX of this Agreement.

G. At all levels of the grievance hearings, the MBU shall be present and have the right to be represented by the Association and/or an attorney. Adverse witnesses may be confronted and cross-examined, except in instances where the adverse witness is the hearing officer.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definition

The term "grievance" shall mean an allegation by any person covered by this Agreement or by the Roger Williams College Faculty Association that there has been:

1. A violation, misinterpretation or improper application of the terms of the Agreement; or
2. An arbitrary application of formally adopted policies of the Board related to salary, wages or working conditions which are not covered by this Agreement.

B. Procedure

In the event that an MBU or group of MBU's feel that they have a basis for a grievance, in accordance with the above definition, the following procedure shall be used:

1. The individual MBU shall first discuss the grievance informally with the Dean of the College in an effort to resolve it. It is intended that this first step in the procedure shall be strictly informal. The grievant may be represented by the Association if he/she desires. The Dean of the College will render a decision within five (5) work days after hearing the grievance.

2. If the grievance is not resolved at Step 1, or if a disposition has not been received within five (5) work days, the grievant may file a formal grievance, in writing, with the President of the College. The President shall meet with the President of the Association and/or the Grievance Chairman in an effort to resolve the grievance. Such meeting shall take place within ten (10) work days after receipt of the grievance. The President of the College shall communicate his/her disposition of the grievance in writing within ten (10) work days after the meeting to the Grievance Chairman of the Association.

3. If the Association is not satisfied with the disposition of the grievance by the President, or if no disposition has been made within ten (10) work days, the grievance may be submitted to arbitration before an impartial arbitrator, under the rules of the American Arbitration Association (AAA), whose decision shall be binding upon both parties. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the American

Arbitration Association, whose rules shall likewise govern the arbitration procedure. The Board and the Association shall not be permitted to assert in such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall not alter, add to, or subtract from the terms of this contract.

C. General Considerations

1. Any adjustment of a grievance shall be consistent with the terms of this contract.

2. No reprisals of any kind shall be taken against any MBU for participating in any grievance.

3. If, in the opinion of the Grievance Committee of the Association, a grievance affects a group of MBU's, it may be filed on their behalf by the Association.

4. Grievances must be initiated within thirty (30) days after the grievant should have been aware of the event or action which gave rise to the grievance. Failure to process a grievance within this time shall invalidate the grievance, except in the case of a continuing grievance.

5. The grievant shall be present at all levels of the grievance procedure.

ARTICLE X RETRENCHMENT

A. Retrenchment shall occur only as a result of (1) institutional financial emergency or (2) program curtailment.

1. Institutional financial emergency is understood to mean, in terms of this Agreement, a condition in which the College financial situation is serious due to a decline in enrollment. If such a situation arises, the administration shall meet and discuss with the Roger Williams College Faculty Association the factors giving rise to this condition. In connection with such duty to meet and discuss accurate information, statistics, and/or financial data related to these factors shall be made available to the Roger Williams College Faculty Association.

2. Program curtailment is understood to mean, in terms of this Agreement, a decline in enrollment within an Area to the point that the average student enrollment per section falls below twelve (12). This will be computed by dividing the total number of students enrolled in sections taught within the area by the number of sections.

Arbitration Association, whose rules shall likewise govern the arbitration procedure. The Board and the Association shall not be permitted to assert in such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall not alter, add to, or subtract from the terms of this contract.

C. General Considerations

1. Any adjustment of a grievance shall be consistent with the terms of this contract.

2. No reprisals of any kind shall be taken against any MBU for participating in any grievance.

3. If, in the opinion of the Grievance Committee of the Association, a grievance affects a group of MBU's, it may be filed on their behalf by the Association.

4. Grievances must be initiated within thirty (30) days after the grievant should have been aware of the event or action which gave rise to the grievance. Failure to process a grievance within this time shall invalidate the grievance, except in the case of a continuing grievance.

5. The grievant shall be present at all levels of the grievance procedure.

ARTICLE X RETRENCHMENT

A. Retrenchment shall occur only as a result of (1) institutional financial emergency or (2) program curtailment.

1. Institutional financial emergency is understood to mean, in terms of this Agreement, a condition in which the College financial situation is serious due to a decline in enrollment. If such a situation arises, the administration shall meet and discuss with the Roger Williams College Faculty Association the factors giving rise to this condition. In connection with such duty to meet and discuss accurate information, statistics, and/or financial data related to these factors shall be made available to the Roger Williams College Faculty Association.

2. Program curtailment is understood to mean, in terms of this Agreement, a decline in enrollment within an Area to the point that the average student enrollment per section falls below twelve (12). This will be computed by dividing the total number of students enrolled in sections taught within the area by the number of sections.

B. Institutional Financial Emergency

Retrenchment for financial emergency shall occur only for just cause. The burden of proof in demonstrating the existence of institutional financial emergency shall be on the College. No MBU shall be retrenched due to financial emergency until all reassignment possibilities within the College have been explored, investigated, and acted upon or ruled out.

C. Program Curtailment:

1. Each October, the Administration shall examine enrollment in each area and will determine whether the conditions described in sub-section A.2, above, exist. Average student enrollment per section will be computed by dividing the total number of students enrolled in courses within the area by the number of sections. The Administration agrees to meet with the Association as soon as possible after such determination and to provide them with all the data used to make such a determination.

2. If the average student enrollment per section is less than twelve (12), then the Division Coordinator, the President of the Association, and the Dean of the College shall meet with the faculty in that area and advise them that retrenchment may occur the following September. The burden of proof in demonstrating the existence of conditions warranting retrenchment shall rest with the College.

Prior to retrenchment, all reassignment possibilities within the College shall be explored, investigated, and acted upon, or ruled out. Retrenchment will occur only if no course for which the MBU is qualified to teach is available for the MBU to teach within the College. If such reassignment occurs, the average student enrollment per section shall be recomputed for the area. If the average student enrollment still falls below the level defined above, retrenchment may occur in the area until the average enrollment per section meets the level defined above.

Any MBU who is retrenched under this provision shall have his/her teaching load reduced proportionately, e.g. if his/her teaching assignment must be reduced to three (3) sections per semester, then his/her salary would be at 3/4 of scale.

3. The final decision as to where retrenchment conditions are met shall be determined by the Dean of the College in accordance with 2 above.

D. Retrenchment as the result of financial emergency or program curtailment shall be applied in the following manner.

1. Termination as a result of institutional financial emergency shall be based solely on seniority within the bargaining unit (last in -first out,) in accordance with the specific procedures detailed below in 3. and 6.

2. Termination of MBU's as a result of program curtailment

shall be made from among those holding the same or similar positions in the program in question, in accordance with the specific procedures detailed in C. above and D.3 and 6.below.

3. Termination shall first take place as follows:

a. Among the part-time employees before full time employees are terminated.

b. Among full-time temporary employees, before the termination of employees holding probationary appointments; and among probationary appointments before the termination among continuing appointments. Such removal shall be made in the inverse order of the date of full-time appointment.

c. Among the full-time professional employees, such termination shall be based upon length of full-time service to Roger Williams College. In cases where the date of full-time appointment is the same, part-time service at Roger Williams College will be taken into consideration.

4. The Dean of the College shall notify the person or persons affected in accordance with the following deadline.

a. In the case of retrenchment due to financial emergency, by March 1 of the year prior to the following September.

b. In the case of retrenchment for program curtailment, he/she will be allowed a one month notice.

c. Any position lost to one Department shall be allocated to another Department which is in need of additional faculty.

5. Persons removed as a result of retrenchment shall be advised of the opportunity for re-employment in the same or a similar position at the College for two (2) years succeeding the retrenchment year, and must accept such offer within fifteen (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 effort to place an incumbent so separated in a position for which he/she is qualified provided such position is in the bargaining unit. MBU's who are retrenched shall be responsible to notify the College of their current mailing address.

6. Original appointment shall mean the date of first full-time 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/she shall so advise the College, and indicate the date he/she believes to be correct.

7. Any MBU who is retrenched shall be given one year's severance pay at the rate of \$2,000.00 per year with full Blue Cross/Blue Shield coverage. In addition, they shall have first priority for professional development funds in accordance with Article XIII, Section G.

ARTICLE XI
SEARCH COMMITTEES

The Association shall be entitled to have two (2) members serving on search committees for College President and/or Dean of the College.

The President of the Association shall appoint the Association members on all such search committees.

ARTICLE XII
COMPENSATION

A. Salary Scale

Scale for 1986-1987

<u>STEP</u>	<u>Scale A</u>	<u>Scale B</u>	<u>Scale C</u>
0	\$19,667	\$21,841	\$23,577
1	20,322	22,494	24,233
2	20,974	23,144	24,883
3	21,623	23,797	25,534
4	21,794	25,893	27,737
5	24,284	26,587	28,426
6	24,971	27,274	29,116
7	25,663	27,966	29,807
8	26,370	28,657	30,499
9	27,556	29,905	31,779
10	30,160	33,910	35,163

Scale for 1987-88

<u>Step</u>	<u>Scale A</u>	<u>Scale B</u>	<u>Scale C</u>
0	\$20,454	\$22,715	\$24,520
1	21,135	23,394	25,202
2	21,813	24,070	25,878
3	22,488	24,749	26,555
4	22,666	26,929	28,846
5	25,255	27,650	29,563
6	25,970	28,365	30,281
7	26,690	29,085	31,000
8	27,425	29,803	31,719
9	28,658	31,101	33,050
10	31,366	35,266	36,570

Scale for 1988-89 (Payperiods 1-13)

	Scale A	Scale B	Scale C
Step			
0	\$21,068	\$23,396	\$25,255
1	21,768	24,096	25,958
2	22,467	24,792	26,655
3	23,162	25,492	27,352
4	23,346	27,736	29,712
5	26,013	28,480	30,450
6	26,749	29,216	31,189
7	27,490	29,957	31,930
8	28,248	30,698	32,671
9	29,518	32,034	34,042
10	32,307	36,325	37,667

Scale for 1988-89 (Payperiods 14-26)

	Scale A	Scale B	Scale C
Step			
0	\$21,278	\$23,630	\$25,508
1	21,986	24,377	26,218
2	22,692	25,040	26,921
3	23,394	25,747	27,626
4	23,579	28,014	30,009
5	26,273	28,764	30,755
6	27,017	29,508	31,501
7	27,765	30,256	32,249
8	28,530	31,005	32,997
9	29,813	32,355	34,382
10	32,632	36,688	38,043

1. Scale A applies to MBU's with a Bachelor's Degree

2. Scale B applies to MBU's with a Master's Degree, and to MBU's with a five-year degree from an accredited institution and professional registration. (e.g., a five-year B.S. in Architecture and a Registered Architect's certificate.)

3. Scale C. applies to MBU's with a Doctor's Degree, including a Doctor of Juris Prudence Degree (J.D.). In order to be credited with the J.D. for payment purposes, the degree must have included three (3) years full-time study or the equivalent beyond a Bachelor's Degree at an accredited institution.

4. All MBU's with fifteen (15) or more years' full-time teaching experience at Roger Williams College shall receive a longevity payment of \$550.00 each year.

B. Additional Compensation

1. Compensation for MBU's teaching in the Division of Continuing Education of the College, including all intersessions and Summer Sessions, and for all part-time teaching MBU's teaching in the day program will be as follows:

<u>Number of Students</u>	1986-87	1987-88	1988-89
12-35	\$1700.	\$1750.	\$1800.

2. Part-time teaching MBU's shall be paid a pro-rated portion of their total compensation each pay period, beginning not later than the second pay period after the start of each semester or term.

C. Non-teaching MBU's working under twelve (12) month contracts shall receive an additional one-sixth (1/6) of their base salary.

D. Division Coordinators shall be paid an additional one-twelfth (1/12) of their base salary.

ARTICLE XIII
FRINGE BENEFITS

A. Fringe Benefits Agreement

1. The College agrees to provide each full-time MBU and his/her family with the following:

a. Blue Cross, semi-private room; Blue Shield Plan 100 (with the following riders: JU2, 101, 201, 142, 242, 266. The College will pay only for individual coverage for the last five (5) riders listed, the MBU will pay the difference between individual and family coverage, when applicable.) All MBU's shall have the option of selecting RIGHA Health Plan, or, if available, Ocean State Physicians Health Plan, or, to the extent the College is required to make same available by law, any other HMO available, with the understanding that any cost above that which the College has agreed to pay for Blue Cross, Blue Shield, and Major Medical coverage shall be borne by the individual MBU.

2. Blue Cross Major Medical

The Major Medical Policy currently in effect which provides for a \$100 deductible per person each year with a maximum benefit up to \$250,000 for one accident or each sickness.

3. Retired MBU's will be permitted to purchase the above benefits at the group rate.

4. Fully paid Delta Dental Level IV individual or family plan, with Rider Age 24.

B. Life Insurance

The College agrees to provide MBU's with \$50,000 life insurance. MBU's shall have the option of purchasing up to \$20,000 more in life insurance at his/her expense at the group rate, if and to the extent the insurance carrier permits it. No medical examination or "waiting" period is required. There shall be a double indemnity provision for accidental death or dismemberment. All policies continue in force without further premium payments if the MBU becomes totally disabled before age sixty (60).

C. Disability Insurance - The College agrees to provide disability insurance as follows:

1. Temporary Disability Insurance - Full cost paid by College. No medical examination or "waiting" period is required. Begins when an illness or injury extends beyond the full-pay sick leave benefit.

The MBU receives 60% of his normal pay up to a maximum of \$375.00 per week for a maximum of 26 weeks. While Temporary Disability coverage is in force, the College reserves the right to require a periodic statement from the MBU's physician.

2. Total Disability Insurance - Full cost paid by College. No medical examination required. One year waiting period required unless the MBU was enrolled in TIAA Total Disability at previous place of employment.

After a six-month waiting period, and upon presentation of evidence of total disability, this insurance--in combination with Social Security disability benefits--provides 60% of the MBU's base salary up to age 65. If an MBU who is enrolled in the TIAA/CREF Retirement Plan becomes totally disabled, Total Disability Insurance also covers his/her retirement premiums during the period of total disability.

D. Social Security - All MBU's are covered by the mandatory Federal Social Security program, which provides both retirement and disability benefits and--at age 65-- medical/hospital benefits under Medicare.

The College matches the MBU's required contributions, which are made via payroll deductions on a calendar year basis.

E. Workmen's Compensation

All MBU's are protected under Workmen's Compensation in case of on-the-job accidents. All such accidents, however minor, should be reported promptly to the College Nurse and the supervisor or coordinator, who in turn should fill out an official report form and forward it to the Personnel Office.

F. Vacation with pay - Non-teaching MBU's are eligible for four weeks (twenty (20) working days) after one year of continuous service.

Vacation cycle is based on the College fiscal year, which starts July 1 and ends June 30. Paid vacation time for less than a full first year of continuous service is granted on a pro-rated basis, starting after three (3) months of such service.

G. Professional Travel and Development

1. The College agrees to encourage continued professional development by budgeting \$31,500 for the 1986-87 academic year; \$32,500 for the 1987-88 academic year; and \$35,000 for the 1988-89 academic year for Professional Development. This sum will be divided into two separate categories as follows:

a. Every full-time MBU will be eligible to share equally in one-half (1/2) of the fund. This will be used for individual's memberships, travel, and related professional activity. It will be disbursed by the Committee on Professional Development upon submission of appropriate documentation.

b. The other one-half (1/2) of the fund will be distributed to full-time MBU's by the Committee on Professional Development according to its practices and procedures for professional development. This fund will be divided so that not less than forty percent (40%) will be allocated for Professional Development/Tuition.

2. Any MBU may apply for funds from the second category after his/her individual grant is exhausted. All unused funds as of April 1, will be placed in a single category and disbursed by the Committee on Professional Development according to its guidelines.

3. Part-time non-teaching MBU's may also participate in this program on a pro-rated basis. Part-time faculty MBU's who are paid a percentage of a full salary shall be eligible for professional development funds on a pro-rated basis.

4. All documentation to substantiate expenditures or estimates thereof shall be submitted to the comptroller of the College, through the Division Coordinator by June 1, or as soon as possible thereafter.

5. The College will establish a six (6) member committee named the "Roger Williams College Research Foundation" (called the "Foundation" herein).

a. The purpose of the Foundation is to encourage and support the scholarly research efforts of MBU's. The general criteria used by the Foundation shall include academic merit/validity, support required, availability of alternative or supplemental (matching) financing, and relationship to the College's mission. The Foundation

shall review grant requests submitted to it and shall determine whether and to what extent such grant requests shall be funded.

b. The Foundation shall consist of six (6) members: the Dean of the College, who shall serve as its voting chair, two (2) members who shall be administrators appointed by the President of the College, and three (3) members who shall be MBU's appointed by the Dean of the College from among those names submitted to him/her by the Faculty Senate.

c. The Foundation shall establish fair and efficient procedures for soliciting grant requests, and reviewing such requests and determining whether and to what extent specific requests are to be funded. The Foundation shall not be obligated to make any grants in the event that it does not find any requests to be deserving. MBU's receiving grants shall submit a detailed report of their activities to the Foundation. Members of the Foundation shall not submit grant requests during their term of service.

The decisions of the Foundation shall be final and binding. The applications to and awards made by the Foundation shall be a matter of public record and will be communicated to the College community in a timely fashion.

d. The College shall make available to the Foundation in each academic year an amount equal to the amount made available to the Foundation out of monies available for Professional Development under paragraph G.1. above. Additionally, in academic year 1986-87 the College will provide \$3000.00 in initial seed money, \$3000.00 in 1987-88, and \$3000.00 in 1988-89.

H. TIAA/CREF

1. After a one-year waiting period, all full-time MBU's shall have the right to join and make deposits in TIAA/CREF retirement funds, unless the MBU is previously enrolled. The College agrees to deposit to the credit of the MBU an amount equal to two (2) times the MBU's deposit but not to exceed ten percent (10%) of the MBU's annual salary any calendar year. All rights, including contributions made by the College, are vested with the MBU.

2. The College agrees to participate in the TIAA/CREF Supplemental Retirement Annuity Program and to allow MBU's to contribute to this plan through payroll deductions. It is understood that the College will not contribute financially to this supplemental program.

I. Discounts and Privileges

1. MBU's will be admitted to all college-sponsored events free of charge.

2. MBU's may cash personal checks of up to \$50. in the Bursar's Office.

3. MBU's shall have the right to direct the deposit of all or any portion of their paycheck into the Rhode Island State Employees Credit Union, provided that any direction of a change in excess of one (1) during one academic year shall cost \$5.00 per change.

J. Normally, all MBU's will be provided with a permanent identity card by October 1.

K. Personal Leaves of Absence

1. Death in Immediate Family of an MBU - A maximum of five (5) days with full pay upon death of husband or wife, father or mother, son or daughter, father-in-law or mother-in-law, or son-in-law or daughter-in-law.

2. Illness of MBU's - Fifteen (15) work days per year with full pay in any fiscal year (July 1 to June 30). Sick leave is cumulative to forty-five (45) days, calculated from date of initial appointment of MBU.

3. Jury Duty - Upon presentation of jury summons, MBU will receive the difference between his/her college pay and jury pay for each day of required jury duty. He/she is, however, expected to report for work on any day when he/she is excused from jury duty for at least half a day.

4. Parental Leave - Parental leave will be granted without pay up to one (1) year. Blue Cross -- Major Medical will continue through the leave period. The MBU shall be guaranteed a position upon his/her return. The MBU on parental leave shall notify the College of his/her intention to return to work four months prior to the start of the next semester. The year shall not count toward the accrual of years toward a sabbatical.

The parties agree to abide by the provisions of the 1978 Pregnancy Discrimination Act, (P.L. 95-555) as amended, which provides, in part, that pregnancy shall be treated as any other disability under this contract.

5. Military Leave - Upon presentation of duty dates, military orders, and military pay rate, all MBU's will receive up to fourteen (14) days of reserve leave in addition to his/her regular vacation. The College will pay the difference between regular pay and military pay for this leave and continue all fringe benefits.

6. Sabbatical and Other Professional Leave

a. Sabbatical Leave -After each six (6) consecutive years of full-time service with Roger Williams College, sabbatical leave shall be granted subject to the following considerations:

(1) The MBU shall pursue a program of professional development calculated to enhance his/her ability to serve the College. In no event shall an MBU on sabbatical hold a full-time job.

(2) MBU's planning to take a sabbatical shall submit a statement to the Dean of the College describing in detail the purpose and nature of the professional activities in which they will be engaging, including an explanation of how the proposed activity will be of benefit to the individual professionally and to the institution.

(a) Intention to apply for a sabbatical must be communicated in writing to the Dean of the College by September 15 preceeding the beginning of the sabbatical year. A list of applicants with their date of initial appointment and the date of their last sabbatical, where applicable, will be disseminated by the Dean of the College by five (5) work days later.

(b) The statement of proposed sabbatical activity shall be submitted to the Dean of the College by November 15 preceeding the beginning of the sabbatical year.

(c) Only those proposals conforming to criteria set forth in 1. and 2. will be considered for sabbatical.

(3) Leaves will be limited to a maximum of six percent (6%) of the faculty in any given academic year. Should more than six percent (6%) of the eligible MBU's submit proposals conforming to criteria set forth in 2. above, sabbatical leave will be given according to the date of appointment, or according to the date of termination of the MBU's last sabbatical, whichever is more recent. The award of sabbaticals shall be made on or about December 1.

(4) Sabbaticals may be taken for either a semester or an academic year. Compensation will be at the rate of one hundred percent (100%) of the faculty member's salary for one semester leave and fifty-five percent (55%) of the faculty member's salary for an academic year leave.

(5) An MBU granted sabbatical leave shall sign a statement that he/she shall return to full-time teaching at Roger Williams College at the end of the sabbatical period for at least two (2) years. In the event that there is a violation of such agreement, the MBU shall forfeit to the College all monies paid to him/her by the College during the sabbatical period.

(6) Fringe benefits shall continue to be paid while the MBU is on leave.

(7) Upon return from sabbatical, the MBU will submit a report of his/her activities to the Dean of the College.

b. Leave of Absence

(1) An academic leave of absence may be requested by an MBU, normally after two (2) years of full-time service to the College. Leave of absence requests may be made sooner if the person requesting the leave is in receipt of an educational grant or fellowship in his/her academic field, and if that grant or fellowship is provided by sources outside the College.

(2) Determination on leaves of absence shall be made through mutual consent of the Dean of the College and the members of the appropriate Division.

(3) Blue Cross -- Major Medical shall continue to be paid by the College while the MBU is on leave.

c. Released Time

Released time may be arranged with permission of colleagues and the Dean of the College. Compensation and fringe benefits will be pro-rated upon the portion of the faculty member's load during the released time period.

7. The College shall reinstitute its membership in the national faculty exchange organization and shall encourage such exchanges.

L. Tuition Remission

Full-time MBU's with six (6) months or more of continuous service may enroll, tuition-free, in any course given on any permanent campus maintained and operated by the College, provided that attendance at such courses does not conflict with the MBU's normal working hours.

Spouses or dependent children of full-time MBU's may also apply and, if accepted, enroll tuition-free, in any degree program on any permanent campus maintained and operated by the College.

Acceptance into a course or degree program is necessarily contingent upon availability of classroom space, and also upon the ability of the student to complete the course or program successfully. Cost of books, supplies and fees are payable by the student.

M. Part-Time Faculty MBU's

Part-time MBU's teaching in the day program shall be entitled to the following benefits, on a pro-rated basis: Blue Cross/Blue Shield, Blue Cross Major Medical, Delta Dental IV, group life insurance, social security, workmen's compensation, sick leave, discounts and privileges as described above.

This entitlement shall begin only after being employed for four (4) months. Once the four month period has been served this provision will take effect. An MBU who is not continuously employed need not re-serve the four (4) months in the event he/she returns to the bargaining unit. All current part-time MBU's shall be exempt from this provision.

N. Buy Back

If an MBU chooses, he/she may opt to receive fifty percent (50%) of the annual cost of the Blue Cross/Blue Shield and Delta Dental health insurance in lieu of this insurance coverage.

ARTICLE XIV
GENERAL AND DURATION

A. General

Both parties agree that all disputes arising during the effective dates of this Agreement will be settled in accordance with the grievance procedure. The Association agrees that during the life of this Agreement it will not participate in any work stoppage at the College. The College agrees it will not engage in any form of lockout during the life of the contract.

B. Duration

This Agreement shall take effect on July 1, 1986 and will continue in full force and effect, except as otherwise noted, until June 30, 1989.

In witness whereof the following have set unto their signatures and seal this _____ day of _____.

For RWCF (NEARI/NEA) Negotiating Team

John Philip Schuyler, President
Grayson P. Murphy, Vice-President
Thomas Carroll, Secretary
Mark Brickley, Treasurer
Louise Perl, Negotiating Team
John Stout, Negotiating Team
Jeanette Woolley, Chief Negotiator

For RWC Board of Trustees

Robert McKenna, Vice-President
Bartholomew Schiavo, Dean of the College
Stanley Jakobiak, Dean of Administrative Services
William O'Connell, Dean of Student Services
Peter Spadetti, Director Administrative Computer Center
Merrill Sherman, Esq., Chief Negotiator

FOR RWCF (NEARI/NEA):

John Philip Schuyler, President

Grayson P. Murphy, Vice-President

Thomas Carroll, Secretary

Mark Brickley, Treasurer

Louise Perl, Negotiating Team

John Stout, Negotiating Team

Jeanette Woolley, Chief Negotiator

FOR THE COLLEGE:

Robert McKenna, Vice-President

Bartholomew Schiavo, Dean of the College

Stanley Jakobiak, Dean of Administrative Services

William O'Connell, Dean of Student Services

Peter Spadetti, Director Administrative Computer Center

Merrill Sherman, Esq., Chief Negotiator

MEMORANDUM OF AGREEMENT

1. A committee of three (3) faculty MBU's shall be created, to be chaired by the Dean of the College. One member to be named by each of the following: the Dean of the College, the Faculty Association, and the College Personnel Committee. This committee will be charged with creating two appropriate instruments for evaluation -- a student questionnaire and a peer evaluation questionnaire. These instruments will be adopted campus-wide and used in all personnel evaluations dealing with MBU's. The instruments must be completed and submitted to the Dean of the College on or before 1 December 1986.

2. If the above-mentioned committee does not present such instruments by the date indicated above, the Dean of the College may bring forward and have utilized two such instruments of his choice.

3. Each division personnel committee will consist of two (2) members of the division in question and one MBU from outside that division. The same rule will apply to the COPE committee. In order to accomplish this, a pool of available MBU's shall be established through a system requesting two MBU volunteers from each division and one from the COPE group. Each division may invite the MBU of its choice from this pool to participate in its personnel evaluations.

4. The completed evaluation reports will be communicated to the Dean of the College, with all supporting documentation, when the Dean requests such supporting documentation in writing from the Committee on Faculty Personnel.

For the College:

Robert McKenna, Vice President
Roger Williams College

Date

For the Association:

John Philip Schuyler
President, Roger Williams
College Faculty Association

Date

MEMORANDUM OF AGREEMENT

There shall be no reprisals against any MBU. The President of the Faculty Association and the Dean of the College shall mutually agree on the amendment of the College Calendar to make up for classes lost.

For the College:

Robert McKenna, Vice President
Roger Williams College

For the Association:

John Philip Schuyler
President, Roger Williams
College Faculty Association