

AGREEMENT

BETWEEN

**RHODE ISLAND BOARD OF GOVERNORS FOR
HIGHER EDUCATION**

AND

**COMMUNITY COLLEGE OF RHODE ISLAND
FACULTY ASSOCIATION (NEA/CCRIFA)**

2004-2007

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PREAMBLE

The Board of Governors for Higher Education, hereinafter called the Board, and the Community College of Rhode Island Faculty Association (NEA/CCRIFA), hereinafter called the Association, enter into this Agreement as of the 1st day of July, 2004 with the expectation that its implementation will enhance the ability of the Community College to serve its constituents.

ARTICLE I

RECOGNITION

The Board of Governors for Higher Education recognizes the Community College of Rhode Island Faculty Association (NEA/CCRIFA) 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 the Community College of Rhode Island who are members of the bargaining unit outlined in the Rhode Island Labor Relations Board, Case EE No. 1984, and as outlined in Appendix "A."

ARTICLE II

RIGHTS OF THE ASSOCIATION AND THE BOARD

- A. The Association shall have the right to conduct official business on any campus of the Community College of Rhode Island at any reasonable time provided this business does not interrupt normal college operations.
- B. The Association shall have the right to use faculty mail boxes and email for communications, including mass distribution. An Association physical bulletin board, a pipeline electronic bulletin board and a website will be made available to the Association on all campuses of the Community College of Rhode Island.
- C. Nothing contained herein shall be construed to deny or restrict the rights that any faculty member may have under the General Laws of the State of Rhode Island or other applicable laws and regulations.
- D. The Board recognizes 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 the agenda and minutes of all Board meetings. Where material is normally available to the public, the Association will utilize the same 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. All requests shall be directed to the Vice President for Academic Affairs. Such requests must be acted upon within a reasonable time and the data furnished not later than ten (10) working days after receipt of such a request. These time limits may be extended by mutual agreement. Upon written request, the Association shall furnish information requested by the College.

- E. The College administration shall advise the Association of new or modified, long range institutional planning, giving the Association reasonable time to react to the plan.
- F. The President of the Association or his designee shall be a member of the President's cabinet with full voting rights and shall serve on all college-wide committees dealing with budgetary or academic concerns and all committees dealing with curriculum with full vote on any such committee, expressly excluding from such college-wide committees the Council of Chairpersons.
- G. 1. There shall be a comprehensive Curriculum Review Committee composed of thirteen (13) faculty members elected by the faculty. Four (4) of the members shall be selected from the Business, Science and Technology Departments, (Engineering and Technology, Office Administration Technology, Computer Studies, Business Administration and Engineering and Engineering Technology, Biology, Chemistry, and Physics); four (4) members shall be selected from the Arts, Humanities and Social Sciences (Art, Criminal Justice and Legal Studies, Human Services, English, Foreign Languages and Cultures, Mathematics, Music, Psychology and Social Sciences); three (3) members shall be selected from the Health & Rehabilitative Sciences (ADN, LPN, and Allied Health Programs, Dental Health Programs, and Rehabilitative Health Programs), one (1) member from the Library faculty and one (1) member representing the Faculty Association. With the exception of the Faculty Association member, Curriculum Review Committee members shall come from different academic departments. As Committee Member's terms expire, nominations to fill vacancies shall come from different academic departments within the departmental groupings listed above on a rotational basis.
2. The Curriculum Review Committee shall be chaired by the Vice President for Academic Affairs or his designee.
3. Curriculum Review Committee members will be elected for three (3) year terms by members of the departmental clusters delineated in the previous section. They will take office in September. The first election will be held in September 1997, and all thirteen (13) members will be selected, four (4) for one-year terms, four (4) for two-year terms and four (4) for three (3) year terms. The member selected from the Faculty Association shall serve a three (3) year term. Thereafter, elections will be held each Spring for terms beginning the following September.
4. The purpose of the Curriculum Review Committee will be to consider all courses of study and programs, regardless of origin, including all experimental courses which have run for a maximum of two semesters, and to approve or reject individual courses to be offered for degree credit in existing or proposed programs. Modifications to existing courses,

including changes in catalog descriptions, shall be subject to the approval of the Curriculum Review Committee. All courses affirmed by the Curriculum Review Committee are subject to approval by the President of the College. Any recommendation rejected by the President shall be returned to the Curriculum Review Committee with the President's reasons for rejection. The Curriculum Review Committee will in turn forward the rejection and the reasons to the appropriate academic unit.

5. Faculty members will present curriculum proposals to the Department Chairperson. The chairperson will seek departmental approval and forward the proposal to the appropriate academic dean for review, then to the Chairperson of the Curriculum Review Committee for inclusion on the agenda.
6. The written agenda will be distributed to all members of the Curriculum Review Committee at least two (2) weeks prior to any meeting of the Committee.
7. Meetings of the Curriculum Review Committee will be open to all faculty as observers.

H. **Management Rights**

1. The Association recognizes that the Board, the Commissioner for Higher Education, and the Administration of the Community College of Rhode Island have responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the Community College of Rhode Island to the full extent authorized by law.
- I. The Association and the Administration will have the joint responsibility for planning and implementing a program for orientation of new faculty.

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 to the protection of the rights of the teacher in teaching and to the students for freedom of learning. It carries with it duties correlative with rights. The teacher is entitled to freedom in the classroom in discussing his subject.
- B. **Non-Discrimination Clause**
1. The Board and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, political affiliation, ethnicity, disability, sex, sexual orientation, or age.

2. All references to employees in this Agreement designate both sexes. Wherever the male gender is used it shall be construed to include male and female employees.

C. **Meetings**

1. The Association recognizes the importance of participating in the activities of the College. General faculty meetings at the beginning of each semester are mandatory.

D. **Personnel Files**

1. The College shall maintain two (2) official personnel files for each employee who is subject to this Agreement. One (1) shall be designated as the "records file" and shall be kept in the College Personnel Office. The other shall be known as the "professional file" and shall be kept in the Office of the College President.
2. The "records file" shall contain all material needed by the College Personnel Office, such as, but not limited to, faculty appointment form, Rhode Island State Employee application, original copy of the State CS3, correspondence to the State Controller's Office concerning any salary adjustments due to error, loss of check, or anything that would affect the individual salary, all fringe benefit authorization forms, and change of status notification.
3. The "professional file" shall contain all papers relating to the initial employment of the employee, university transcripts, other records of educational achievement subsequent to employment with the College, evaluations of the employee prepared in accordance with the Agreement and all papers submitted therewith, and all official correspondence pertaining to hiring, retention, evaluation or promotion.
4. The "professional file" will be kept in lockable cabinets and will be available for examination in the Office of the College President only by the employee, the President of the College, the Vice President for Academic Affairs, the appropriate Academic Dean, and the employee's Department Chairperson.
5. The employee shall have the right to examine his "professional file" at any time during normal business hours and to file a response to any item found therein, provided that letters of recommendation solicited in connection with his employment shall not be available to the employee or his representative.
6. A designated member of the Association having written authorization from the employee concerned, and in the presence of a representative of the College administration, may examine the "professional file" of that employee. Such examination is also subject to the limitations of paragraph five (5) above.

7. Subject to the limitation of paragraph five (5) above, the employee shall have the right to reproduce at his cost all documents in his "professional file" or "records file."
8. Copies made of materials in an employee's "professional file" shall be permitted for official College purposes, for use at format proceedings, or grievance reviews, or for the express use of the employee, but shall not be permitted for any other purpose.
9. No anonymous material shall be placed in an employee's "professional file."
10. Materials shown to be false or unsubstantiated by a faculty member or the administration shall be removed from an employee's "professional file."
11. Unsolicited correspondence will not be placed in the "professional file" until it has been substantiated. Faculty members will be notified before any unsolicited material is placed in the "professional file."

ARTICLE IV

FRINGE BENEFITS

A. Health Benefits

For the term of the 2004-2007 contract, the health insurance benefits extended to eligible employees by the State, shall be those for which the Department of Administration has contracted in accordance with RIGL 36-12 and in effect on January 1, 2005, subject to the co-share of premium.

Effective July 1, 2005, members of the bargaining unit shall pay the following percentage contributions toward the costs of the plan, subject to the income levels set forth below:

Individual Coverage

	<\$75,000	>\$75,000
2005-06	6.00%	8.00%
2006-07	9.00%	11.00%

Family Coverage

	<\$35,000	<\$75,000	>\$75,000
2005-06	4.00%	6.00%	8.00%
2006-07	6.00%	9.00%	11.00%

Effective July 1, 2006, there will be a ten percent (10%) cap on premium escalation.

Effective July 1, 2006, emergency room co-pay will increase to \$30.00 and urgent care co-pays to \$15.00.

B. **Life Insurance**

1. All employees covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program.

C. **Disability Insurance**

1. 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**

1. In the event of accident or sickness which renders any faculty member temporarily incapable of performing his duties, sick leave shall be granted by the College as follows:
 - a. When a faculty member is appointed, he will be included in the non-classified accrued leave system. Existing faculty shall carry forward any unused sick leave accumulated as beginning balances. Accrued rate for faculty will be fifteen (15) working days per year to a maximum of one hundred twenty (120) working days.
 - b. While on sick leave, a faculty member will accrue time toward promotion, seniority, graduate leave, sabbatical leave and salary increment but will not accrue time toward sick leave.

2. **Sick Leave Advance**

Faculty who have exhausted all sick leave and vacation may be permitted to borrow eighty (80) hours of sick leave against future accumulation. If the employee is less than full-time, sick leave will be prorated. The faculty member must provide supporting documentation from a qualified physician.

3. **Sick Leave Bank.**

The Administration and the CCRI Faculty Association shall establish a Sick Leave Bank Committee, consisting of two (2) members appointed by the Faculty Association and two (2) members appointed by the Administration. Each member of the faculty may contribute one day per year of accumulated sick days to the Sick Leave Bank. To be eligible to receive sick days from the Sick Leave Bank, a faculty member must have contributed to the bank, must have exhausted all accumulated leave (sick, vacation, and personal), must present medical documentation of a catastrophic illness or injury that is not work-related, and must have borrowed two weeks of sick leave in accordance with Article IV. D.2 of the collective bargaining agreement. A faculty member meeting these criteria may request a specific number of days from the Sick Leave Bank Committee, based upon financial hardship and health prognosis. The Sick Leave Bank Committee shall decide the exact number of days a faculty member may receive from the sick leave bank up to a maximum of sixty (60) days. Decisions of the Sick Leave Bank Committee shall be final and not subject to the grievance and arbitration provisions of the contract.

4. If, after the entire sick leave allowance accrued by the 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 Governors for Higher Education or its designee.

E. **Retirement Program**

1. 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 (2) years of service and attainment of age thirty (30) as a condition of employment and as provided by law. Employees who are members of the State Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under thirty (30) years of age.

F. **Liability**

1. Coverage shall be that which is provided by the insurance policies of the Board of Governors for Higher Education.

ARTICLE V

LEAVES

A. **Sabbatical Leave**

1. A member of the faculty who has served full time for at least six (6) years, who has the rank of assistant professor or above and who is tenured shall be eligible for a sabbatical leave.
2. Sabbatical leaves may be granted for graduate study, post-doctoral study, research or other professional improvement for a period of one (1) year at half pay, or for one-half (1/2) year at full pay.
3. Sabbatical leave shall be granted with the understanding that the recipient shall upon the termination of this leave return to his duties at the College for at least one (1) year, unless by mutual agreement of the faculty member and the President it is deemed inadvisable for him to do so. At the close of the leave period, the faculty member shall file with the appropriate Academic Dean a detailed report of his professional activities during his absence in which he relates goals attained with those proposed in the leave request.
4. Upon completion of the academic year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service credit, becoming eligible for another sabbatical leave upon the accumulation of an additional (minimum) six (6) year period of service credit. A faculty member on sabbatical leave will accrue time towards promotion but will not accrue sick leave. Faculty members granted

extended leaves of absence beyond a sabbatical leave shall not accrue time toward promotion or sick leave.

5. If a faculty member shall serve more than six (6) years before his first sabbatical leave, or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.
6. 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.
7. When on a 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 the 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.
8. Nothing in this section on sabbatical leave shall be construed to mean or imply that two (2) consecutive periods of sabbatical leave after twelve (12) or more years of continuing service are permitted.
9. 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. Except in an emergency, once the sabbatical leave has been approved and the faculty member has been notified, the administration is bound to adhere to its obligations and allow the leave to be taken.
10. The amount of leave shall be calculated at the rate of one (1) month of leave for each year of service.
11. Normally, leaves shall be granted only after six (6) years of service; but under special circumstances, leaves of shorter or longer duration may be granted, with a minimum of three (3) months and a maximum of nine (9) months. Requests for leaves of this type shall be processed through the Office of the Vice President for Academic Affairs to the President.
12. Application for leave shall be made in accordance with paragraph C.

B. Leave for Graduate Study

1. A member of the faculty who has served full time for at least three (3) years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one (1) year at one-quarter (1/4) pay with the understanding that the recipient shall, upon the termination of one (1) year, return to his duties at the College for at least one (1) year.

2. Application for leave shall be made in accordance with paragraph C. Shortly after his return to duty, the faculty member shall file with the appropriate Academic Dean a report of his professional activities during the absence. Only faculty on term appointments are eligible for the leave.
3. If applications for leave exceed the number that can be feasibly 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. A faculty member on graduate leave will accrue time toward promotion, but will not accrue sick leave.

C. **Application for Sabbatical and Graduate Study Leave**

1. Provisions for the cost of sabbatical leave shall be made in the College budget. 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 July 1, fourteen (14) months before the academic year for which the leave is requested. In exceptional circumstances, late application for sabbatical leave shall be considered.
2. A faculty member who desires a leave shall apply for leave in writing to his immediate supervisor, who shall send a copy of the application to the appropriate Academic Dean. The Dean shall report it to the Vice President for Academic Affairs. The immediate supervisor shall refer the sabbatical leave applications to a Board of Review composed of four (4) members, two (2) of who shall be elected by the faculty at large and who shall come from separate academic departments and two (2) of whom will be administrators appointed by the Vice President for Academic Affairs. The Board shall serve for a two (2) year period. After a decision by the Board of Review all applications shall be presented to the President for final action. Accompanying such application shall be a statement giving the reason for the leave. The Board of Review shall make every effort to present its recommendations to the President before February 1st. The President will inform faculty members of the disposition of their sabbatical leave application not later than two weeks after receiving the recommendations from the Board of Review.
3. A plan for carrying on the work during the faculty member's absence shall be developed by the applicant and his immediate supervisor. If the application for leave meets with disapproval at any stage, the applicant shall be notified immediately.
4. While on sabbatical leave, if the approved plan is altered or its completion is in doubt, the faculty member will contact the President as soon as possible.

D. **Conditions of Return to Duty after Leave**

1. Upon his return from sabbatical or graduate study 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.

E. **Maternity Leave**

1. Maternity leave, without pay, will be granted upon request for up to two (2) full semesters. A female faculty member may be allowed the use of accrued sick leave for maternity purposes. Leave without pay will begin when accrued sick leave is exhausted. The faculty member will notify in writing her immediate supervisor and the appropriate Academic Dean her intention to take maternity leave sixty (60) days before such leave is to begin and she will notify the Vice President for Academic Affairs in writing sixty (60) days prior to the beginning of that semester in which she intends to return. The faculty member shall be guaranteed her position upon return subject to conditions of Article X.

F. **Jury Leave**

1. 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. The employee shall notify his immediate supervisor and appropriate Academic Dean as soon as possible.

G. **Military Leave**

1. 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 or Naval Reserve or by reason of enlistment, induction, commission or otherwise) and who has been employed for one hundred eighty (180) or more calendar days within the twelve (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 (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.
2. 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. The employee shall notify his immediate supervisor and the appropriate Academic Dean as soon as possible.

H. **Military Training Leave**

1. 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) working 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.
2. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service. The employee shall notify his immediate supervisor and the appropriate Academic Dean as soon as possible.

I. **Leave for Professional Advancement**

1. A faculty member may receive leave to attend professional academic conferences upon recommendation by the department head and approval by the appropriate Academic Dean, or his designee, or in the case of library faculty, by the Dean of the Learning Resources Center.
2. When a leave is approved by the Dean and funds are available, expenses will be paid by the College according to existing state travel regulation.

J. **Vacation for Calendar Year Appointments**

1. The annual vacation for a member of the faculty on the calendar year (twelve (12) months) basis shall total twenty-two (22) working days. Working days shall refer to five (5) days per week, Monday through Friday, exclusive of scheduled holidays.
2. Vacation time shall be allowed to accumulate to a maximum of forty-four (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 Chairperson and the appropriate Academic Dean or Director.
3. There shall be no vacation granted for less than six (6) months of service but thereafter vacation for service during part of a year shall be prorated.

K. **Leave Without Pay**

1. A leave of absence without pay may be granted to a faculty member. Applications will be submitted to the appropriate Department Chairperson, appropriate Academic Dean, Vice President for Academic Affairs and President for approval or disapproval. The leave may be extended by mutual agreement. While on leave without pay the employee

shall not accrue sick leave, seniority, time toward promotion or fringe benefits.

L. Personal Days

1. Full-time faculty members on calendar year appointments shall receive four (4) days leave with pay per calendar year for the purpose of attending to personal business and/or religious observance. This personal business leave may be used for the one-half (1/2) day off on Good Friday afternoon, the one-half (1/2) day off on the day before Christmas, the one-half (1/2) day off on the day before New Year's Day, as well as for time off for other holy days. Staff members shall not be required to give a reason as a condition of utilizing this personal leave, but prior approval must be obtained from the immediate supervisor to assure that the absence does not interfere with the proper conduct of the office. Personal leave credits cannot be carried over from calendar year to calendar year.
2. The following schedule shall apply for all new employees in their first year of employment for the distribution of personal leave days: Employees appointed between January 1 and April 30 shall be entitled to four (4) personal leave days as provided in this Article. Employees appointed between May 1 and August 31 shall be entitled to three (3) personal leave days as provided in this Article. Employees appointed after September 1 shall be entitled to two (2) personal leave days as provided in this Article.

M. Bereavement Leave

1. In the event of death in the employee's family, the employee shall be entitled to absence with pay for four (4) days not chargeable to the employee's sick leave or vacation accumulation. Such family members shall include the husband, wife, child, mother, father, brother and sister. In the event of the death of the employee's mother-in-law, father-in-law, grandfather or grandmother, or any other relative residing in the employee's household, the employee shall be entitled to four (4) full days not chargeable to the employee's sick or vacation leave. In either of the above situations, any needed additional days may be taken from the employee's accumulated sick or vacation leave.

- N. When an official state holiday falls on a Saturday, each full-time calendar year employee who normally has Saturday as a day off shall be credited with the number of hours in accordance with his work schedule. Such time shall be discharged within two (2) pay periods and shall be coordinated with the immediate supervisor.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

- A. Department meetings will be called as the need arises; however, no fewer than two (2) such meetings will be scheduled each semester. Except in an emergency, an agenda for all meetings will be published five (5) days in advance of the scheduled meeting.

B. **Work Load**

1. All full-time faculty shall maintain a classroom minimum of twelve (12) clock hours and a maximum of sixteen (16) clock hours with the following exception:
 - a. English Department faculty-maximum of twelve (12) clock hours. In the Department of English (excluding specialists such as Theater faculty, ESL faculty and Reading and Study Skills faculty) any faculty member assigned two (2) writing courses per semester shall maintain the twelve (12) clock hour maximum load. An instructor who does not maintain a schedule with two (2) writing courses shall be subject to assignment of one (1) additional course.

All laboratory, clinical and studio assignments will be met on the basis of a sixty (60) minute hour and will equal one (1) class hour. Only laboratory courses may be assigned after 3:30 P.M.

2. **Office Hours**

- a. A weekly office schedule of six (6) hours shall be maintained by all faculty with the exception of those who carry more than fifteen (15) clock hours, who will carry a weekly office schedule of four (4) hours. Office hours shall be posted and submitted to the appropriate chairperson.
- b. Nothing in the Agreement shall preclude any individual from voluntarily assuming more than the minimum of office hours stated.
- c. The mission of the Community College of Rhode Island requires close and frequent relationships between faculty members and students; hence no exceptions shall be allowed in the minimum office hour schedule. Moreover, each faculty member and his Department Chairperson will make a reasonable effort to ensure that the faculty member is available to students at the College five (5) days a week; provided however that such requirement is not mandatory and may be varied according to the needs of the faculty member as approved by his Department Chairperson.

3. **Scheduling**

- a. Schedules will be prepared by the Department Chairpersons in consultation with the departments. They will consider master schedules, Curriculum Committee guidelines, personnel serving in more than one department, campus assignments, and College policy in the development of schedules. All schedules will be submitted to the appropriate Academic Dean for approval.
- b. Requests for exceptions from the minimum class load shall be submitted to the appropriate Academic 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 loads will be mutually determined between the appropriate Academic Dean.

- c. The Department Chairperson will maintain a master schedule for his department. He will report weekly to the appropriate Academic Dean cancellations and reasons for such cancellations.
- d. The faculty are expected to conform to the official College calendar, and have a responsibility to be available until the day following commencement.
- e. If a faculty member's teaching load is fewer than twelve (12) clock hours, he may be assigned, as part of his normal teaching load, any course in his discipline for which he is qualified, scheduled prior to 8:00 a.m. and after 4:00 p.m.

4. **Release Time/Stipends**

- a. The College may grant release time/stipends for significant duties and responsibilities such as serving as a coordinator for a project or activity that is not otherwise a faculty duty or responsibility.
- b. Requests for release time/stipends may be initiated by a faculty member through a department chairperson or by the administration.
- c. All requests initiated at the department level must be forwarded to the appropriate academic dean for consideration. The dean shall forward all approved requests to the Vice President for Academic Affairs for final approval.
- d. When release time/stipends are initiated by the Administration, the appropriate dean will consult with the department chairperson and faculty member to determine the potential impact of such an assignment prior to implementation.
- e. By October 15 and March 1 of each year, the College will forward to the Association a list of all approved released time/stipends.

ARTICLE VII

SUMMER AND EVENING (WEEKEND) SESSIONS

- A. Full-time faculty shall have first priority to teach eleven (11) contact hours within their assigned discipline during the evening and weekend sessions, but in no event shall they be assigned more than three (3) courses. Provided, however, subject to the semester limitations in the preceding sentence, during the academic year a full-time faculty member shall not be assigned more than five (5) courses or more than eighteen (18) contact hours, whichever is greater. The College shall have the right to engage any person of its choice to teach additional courses within the assigned discipline during the summer, weekend, or evening sessions.

Any exception to the above may be permitted at the exclusive discretion of the Vice President for Academic Affairs.

- B. The College shall have the right to select all instructors, without regard to the foregoing priority (see A. above) for courses or programs taught on or off-campus to industrial, business, banking, or agency employees pursuant to contracts between the Community College and employers.
- C. In exceptional cases, upon the recommendation of the Department Chairperson, and only with the approval and at the discretion of the appropriate Academic Dean full-time faculty members may teach not more than four (4) of the eleven (11) contact hours referred to in "A." above during the daytime.
- D. Assignments to teach summer session shall be voluntary. Faculty members will have first priority to teach two (2) courses within their assigned discipline during the summer session, and in no event may they be assigned more than two (2) courses.
- E. Compensation for teaching summer sessions, evening and weekend courses shall be as follows:

July 1, 2005	\$68.50
July 1, 2006	\$71.00

The only exception will be when the evening, summer or weekend course is part of the normal load, or the individual is on a calendar year day schedule.

- F. Compensation for library faculty who work evenings shall be as follows:

July 1, 2005	\$32.10
July 1, 2006	\$33.30

- G. Faculty members may be assigned to teach evening and weekend courses as part of their normal teaching loads, where mutually agreeable.
- H. During the summer day session, faculty members will maintain one (1) office hour per week for each three (3) hours of teaching. Such office hours shall be held at the place the course is offered and at times mutually convenient for both students and the faculty member. Nursing faculty shall schedule office hours in

response to student needs. Nothing in this agreement shall preclude any faculty member from voluntarily assuming more than the stated number of office hours.

ARTICLE VIII

EMPLOYMENT AND RANKS

- A. There shall be two (2) sets of rank for members of the faculty:

Set 1

Technical Instructor
 Technical Professor I
 Technical Professor II
 Technical Professor III

Set 2

Instructor
 Assistant Professor
 Associate Professor
 Professor

Technical ranks are available only in unusual cases to faculty members in the following departments: Engineering and Technology, and Administrative. Office Technology.

- B. Other than where specifically expressed, all provisions of this Agreement will apply to all individuals holding any of the foregoing ranks.
- C. Faculty members will not be hired in ranks for which they do not meet the requirements for promotion set forth in Article XIII.
- D. Temporary faculty may be employed each year in all ranks. They are assigned temporarily to vacancies caused by the absence of faculty members on leave, or to provide instruction in emergency situations. The term of service may be for a month or two, up to a year. In no event can such appointee be given assurance of employment beyond the term indicated in this contract. Temporary faculty do not accrue time toward tenure, nor do they qualify for annual salary review, consideration for promotion, or the privilege of being granted leave.

ARTICLE IX

GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, the term "grievance" means any difference or 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.
- B. There shall be a grievance procedure as follows:
1. A grievance shall be presented, in writing, to the appropriate Academic Dean by the aggrieved employee and/or by the Association within ten (10) working days after the employee knew or should have known of the occurrence of such grievance. The grievance shall state the nature of the same and the articles and section of the Collective Bargaining Agreement deemed to have been violated.

2. The aggrieved employee and an Association representative shall discuss the grievance with the appropriate Academic Dean (or his/her designee) in an attempt to settle the same. The appropriate Academic Dean (or his/her designee) shall render his/her decision in writing within five (5) working days.
3. If the grievance is not settled to the satisfaction of the grievant in accordance with Section 2. above, it shall be presented to the President of the College who shall hold a hearing thereon within ten (10) working days after receipt of the grievance. The aggrieved employee and an Association representative shall be present at the hearing before the President. The President shall render a decision to the grievant and to the Association within ten (10) working days from the completion of the hearing.
4. If the grievance is not resolved in Section 3. above, the grievant may submit the grievance in writing to the Commissioner for Higher Education within ten (10) working days following the completion of 3 above. A copy of the materials which came forth in the grievance procedure to that level shall be enclosed. The Commissioner or his designee shall hold an informal hearing with the grievant and/or a representative of the Association. The Commissioner or his designee shall communicate his decision in writing to the aggrieved employee and the Association within twenty (20) working days from the completion of the hearing process.
5. 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.
6. It is also agreed that in all cases of dismissal the aggrieved and/or the Association may go immediately to Section B.3 of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to B.3 above.
7. Any grievance not answered within the prescribed time limit may be appealed to the next level.
8. The time periods set forth above are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.
9. If a grievance shall not be settled under the provisions of this grievance procedure, such grievance shall at the request of the Association be referred to the American Arbitration Association for resolution pursuant to its voluntary labor arbitration rules unless the parties mutually agree to another agency or forum.

C. **Arbitration**

1. All submissions to arbitration must be within two (2) weeks after the grievance procedure decision under Section B.4.
2. 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.
3. Only grievances arising out of the provisions of this Contract relating to the application or interpretation thereof, may be submitted to arbitration.

ARTICLE X

TERMINATION AND RETRENCHMENT

A. **Term Appointments**

1. **Term Contract Subject to Non-Renewal Procedure.**

A faculty member may receive a term contract of one (1), or two (2), or three (3) years at the discretion of the President on recommendations of the Department Chairperson and the appropriate Academic Dean. Faculty members shall be evaluated yearly.

2. **Non-Renewal.** Written notice stating the reason that a term appointment is not to be renewed upon expiration is to be given to the employee by the President or his representative as soon as possible and not less than:
 - a. Three (3) months prior to the end of a term expiring at the end of such employee's first year of service within the institution, but no later than March 1 for terms ending in June or August.
 - b. Six (6) months prior to the end of a term expiring at the end of such employee's second year of service within the institution, but not later than December 15 for terms ending in June or August.
 - c. Twelve (12) months prior to the expiration of such an appointment after two (2) or more years of service within the institution.
 - d. In rare circumstances the above time limits may be waived and a faculty member may be dismissed or suspended when the President deems it to be in the best interest of the College. This action will not be arbitrary or capricious. The faculty member involved may challenge this action through the grievance procedure. If the grievance is sustained, the faculty member will receive any benefits lost as a result of the President's action.

B. Tenure

1. The institution during a period of six (6) years has the opportunity to observe and evaluate the capabilities and the performance of a faculty member. Each time a faculty member's contract comes up for renewal, the administration is charged with the responsibility of judging all the qualifications of that faculty member. This judgment should be active, not passive.
2. Upon this judgment must be based a decision to reappoint those who have performed satisfactorily, or to refuse to renew the contracts of those who have not performed satisfactorily. No system of tenure will be effective if it is not administered with fairness and firmness. When a faculty member has served six (6) years, and has, thus, been found worthy of retention by the institution, the institution shall recommend to the Board of Governors for Higher Education that the faculty member merits tenure, and tenure shall be granted. (Regardless of time served at the institution, any untenured faculty member who is promoted from assistant professor to associate professor, or from associate professor to professor, shall be recommended to the Board of Governors for Higher Education as worthy of tenure.)
3. Tenure shall take effect on either January 1, or July 1, depending on the faculty member's date of hire (fall or mid-year), in conjunction with promotion, or immediately following the completion of a faculty member's sixth year of service to the College.

C. Termination

1. The President and the Board of Governors for Higher Education may suspend or dismiss a faculty member. No faculty member will, however, be suspended, dismissed, or reduced in rank or compensation without due cause. "Dismissal," for the purpose of this Agreement, shall include, but shall not be restricted to, non-renewal of contract for any faculty member without tenure, denial of tenure after the sixth (6th) year, or dismissal during the year.
2. Notice of dismissal shall contain reasons for such dismissal. The timing of the notification of dismissal shall conform with the provisions of Article X, Section A.2 and Article XIII, Section A.1, of this Agreement, but in any case the faculty member shall be notified in writing on or before the effective date of dismissal. A copy of any dismissal notice shall be sent to the Association if the dismissed faculty member so desires.

- D. 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 mission 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 tenure. 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 all faculty members with at least one (1) semester notice.
 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 (2) years, 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 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. No course of study within a department may be taught by a non-member of the bargaining unit, after retrenchment of any faculty member, whose teaching duties encompassed the teaching of that particular course.

ARTICLE XI

FACULTY PARTICIPATION IN SELECTION PROCESS

A. Selection of Deans

1. Whenever a vacancy occurs in one of the positions mentioned, the President shall appoint an advisory committee to assist in filling the vacancy. Ordinarily, the committee shall have five (5) members drawn from segments of the College most immediately concerned, or who have special knowledge of the requirements of the position to be filled. Two (2) faculty members elected by the faculty, shall be included, and student member(s) shall be appointed when deemed appropriate. Candidates for the position will not be eligible to serve on such committee. The committee membership may be enlarged when wider representation of interest is desirable. The committee will select its own chairperson.
2. 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. Selection of Vice Presidents

1. When the search for a Vice President is the responsibility of the College, the provisions of Section A. of this Article shall apply.
2. When the search for a Vice President is undertaken by the Board of Governors for Higher Education, the procedures determined by the Board will be followed.

C. **Posting of Positions**

1. All new and vacant positions shall be posted on the bulletin board for one (1) week. All employees applying for such vacancies shall make a request in writing to the appropriate officer not later than ten (10) days after the end of the posting period.

D. **Initial Appointment**

1. New faculty shall be recommended initially by the Department Chairperson after consultation with the Departmental Advisory Committee or the whole department. The final decision on appointment of any new faculty member shall be made by the President upon the recommendation of the Vice President for Academic Affairs who will consider the recommendation of the appropriate Academic Dean and the Department Chairperson. The Department Chairperson shall be notified of the reasons for rejection of a recommendation for appointment. Every reasonable effort will be made to ensure that Department Chairpersons are informed of new faculty appointments at least two (2) weeks prior to the beginning of the semester.

- E. Employees who apply for new or vacant positions within the collective bargaining unit shall be granted an interview, and if not selected for the position, given written reasons for same.

ARTICLE XII

DEPARTMENT CHAIRPERSON

- A. No department shall exist with less than six (6) members. Every department shall have a Chairperson.

B. **Role of Department Chairperson**

1. The Department Chairperson is responsible to the appropriate Academic Dean. He shall have administrative responsibility for the program(s) and the facilities of the department. He shall be responsible for curriculum and program development within the department. He shall be responsible for the evaluation of the instructional and administrative processes of the department and make recommendations to the Dean on these matters. He shall evaluate department members and report the evaluations as required. He shall recommend appointments, reappointments, promotions, tenure and dismissals of department members. He shall ensure adequate supervision of instruction. He shall carry out such other duties as are set

forth elsewhere by the College and are consistent with this Agreement. The Department Chairperson shall carry out these activities in consultation with department members where appropriate.

C. **Selection of Department Chairperson**

1. During the month of February of the third year of the term of a Department Chairperson whose term is to expire on June 30, or within one (1) month of the declaration of a vacancy, faculty in an academic department shall meet for the purpose of electing an individual to serve as Chairperson. All members of the department shall be notified two (2) weeks prior to the meeting of the time, place and purpose of the meeting.
2. All faculty in the department who are members of the bargaining unit are eligible to run for election and to vote. A majority of the department faculty shall constitute a quorum for the purpose of conducting the election to select an individual to serve as Department Chairperson.
3. The willingness of each nominee to serve as a Department Chairperson will be confirmed prior to the selection.
4. The Department Chairperson shall be elected by a majority vote of the faculty present at the meeting. The voting will be by secret ballot. If no candidate receives a majority, a run off election will be held between the top two (2) vote getters.
5. The results of the election shall be made known as soon as possible by the Department Chairperson. The Department Chairperson shall transmit in writing the results of the election to the President.
6. The President shall receive notice of the department's choice and shall appoint him.
7. Normally, the process for selection of a Chairperson will be completed by March 31 or within two (2) months of a declared vacancy.
8. If the Department has no candidate and a faculty vacancy exists within the Department, outside candidates may also be considered. The Department Search Committee will forward a recommendation to the appropriate Dean for hiring a new faculty member/department chairperson.

D. **Dismissal of Department Chairperson**

1. If in the opinion of the President, the Department Chairperson is not fulfilling his responsibilities, the President may terminate the appointment of the Chairperson. The notice of dismissal shall contain a statement of reasons.

E. **Removal of Chairperson**

1. When faculty members perceive problems between themselves and the Chairperson of their department, they should bring such problems to the attention of the appropriate Academic Dean. The latter should attempt to resolve the difficulties.
2. If the problems are not resolved, a majority of the full-time faculty (excluding the Chairperson) may initiate charges against the Chairperson.
3. Such charges must be specific, reduced to writing, and signed by all of the petitioning faculty members.
4. The petition will be presented to the Vice President for Academic Affairs, and a copy given to the Chairperson concerned.
5. Hearings on the petition will begin within ten(10) days after receipt of the petition by the Vice President for Academic Affairs.
6. The hearings will be conducted by a board composed of the Vice President for Academic Affairs, or his designee, three (3) faculty members elected by the faculty, and a Department Chairperson selected by the Department Chairpersons. The faculty and Department Chairperson will elect their representatives to such board and will serve for a period of two (2) years.
7. The Chairperson against whom petition has been filed may be present at the hearing and will be permitted to present evidence and witnesses in his own behalf.
8. The board will make expeditious determination of the case. In the event the board finds in favor of the petitioners, the position of Chairperson shall be regarded as vacant and the search procedure for a new Chairperson shall be instituted.

F. **Position after Resignation**

1. A Chairperson may resign his position at any time within the specified appointment period without prejudice. While he will normally give notice of one (1) year, he may step down at any time.

- G. Department Chairpersons will carry teaching loads of no less than four (4) and no more than nine (9) clock hours per semester. Exceptions to these minima and maxima may be arranged under appropriate circumstances with the appropriate Academic Dean.

The Dean of the LRC shall ensure that the Chairperson of the LRC shall have a load reduction comparable to other Department Chairs.

- H. Supplements for responsibilities which are unique to the position of Department Chairperson are subject to the recommendations of the joint study Committee. However, no person presently serving as a Department Chairperson shall have his present stipend reduced as a result of this provision. The supplement shall not be part of the Chairperson's base salary and must be relinquished when he vacates the position.

I. **Duration of Appointment**

1. The Department Chairperson shall serve for a three (3) year term, at the end of which time he may run for reelection. There will be no limit to the number of terms a Chairperson may serve.

- J. A Chairperson, or his/her designee, appointed on an academic year may be eligible to re-contract for the Summer with the approval of the respective Dean.

- K. There shall be a joint study committee comprised of two (2) faculty members selected by the Association and two (2) administrators selected by the Administration to study and make recommendations on the evaluation procedure and compensation of Departmental Chairpersons. Compensation shall be retroactive to July 1, 2004.

ARTICLE XIII

PROMOTION

A. Requirement for Promotion

1. From Instructor to Assistant Professor

- a. An instructor will be eligible for promotion to the rank of assistant professor when, other conditions of this Article having been completed, he is an effective teacher, has received a master's degree, and has, over the course of time in rank, shown evidence of professional growth.
- b. One (1) year contracts will be given to instructors for a maximum of four (4) years. At the end of each contract year, the instructor will be eligible for (1) reappointment in rank, (2) contract termination, (3) or promotion. Within the third (3rd) year of service, if it is known that the instructor will not, or cannot, be promoted at the end of the fourth (4th) year, the instructor who remains through the fourth (4th) year with the assurance of reappointment at the end of that year, must also be assured of promotion to the rank of assistant professor at the beginning of the fifth (5th) year. If, however, an instructor has been hired with less than a master's degree, he must at least possess a master's degree before he will be promoted to the rank of assistant professor. Individuals not promoted to the rank of assistant professor will continue to advance on the salary scale of the instructor rank until they reach the top step thereof.

2. From Assistant Professor to Associate Professor

- a. An assistant professor will be eligible for promotion to the rank of associate professor, when, other conditions of this Article having been complied with, he is an effective teacher, has received a master's degree plus an additional thirty (30) graduate credits, and has over the course of time in rank shown evidence of professional growth. Either the master's degree or the thirty (30) credits must be in or related to the faculty member's teaching field. A terminal degree (e.g. MFA, JD, MSW, MLS) shall be recognized as the equivalent of a master's degree plus an additional thirty (30) graduate credits. A professional certificate (e.g. CPA) may be recognized as the equivalent of an additional thirty (30) graduate credits when the Department Chair and the Dean are in agreement that the faculty member has demonstrated that this represents the equivalent of thirty (30) graduate credits.

- b. The promotion of assistant professor shall not be automatic. The policy of the College, however, shall be to consider six (6) years as the usual period of time to be spent in the rank of assistant professor before consideration for advancement to the next rank. Individuals not promoted to the rank of associate professor will continue to advance on the salary scale of the assistant professor rank until they reach the maximum of the salary scale. Nothing in this paragraph shall be construed to mean that an assistant professor cannot be promoted before the end of six (6) years.
- c. Exceptions such as are warranted may be made to the requirement of thirty (30) additional graduate credits for promotion to the rank of associate professor.
 - (1) Such exceptions, however, shall be provided for in a plan to be initiated by the faculty member, developed with his Department Chairperson, and approved by the appropriate Academic Dean. In the event the faculty member, the Department Chairperson and the appropriate Academic Dean cannot agree on an appropriate plan, the Vice President for Academic Affairs will attempt to resolve the impasse. If he cannot, the faculty member shall be promoted only when he meets the requirements set forth in 2.a above.
 - (2) In no event will the plan provide for less than two-thirds ($2/3$) of the required credits to be for graduate courses at accredited educational institutions, or recognized continuing education units, and for credit equivalents from educational programs offered by professionally recognized non-collegiate institutions and organizations. The remaining one-third ($1/3$) of the required credits may consist of planned educational experiences deemed appropriate for the particular faculty member. However, in the Fine Arts Disciplines, the requirement for the thirty (30) credits in addition to a master's degree may be partially substituted by appropriate experiences in the discipline which have been evaluated by qualified outside consultants selected by the Department Chairperson and the appropriate Academic Dean.

3. **From Associate Professor to Professor**

- a. An associate professor will be eligible for promotion to professor when, other conditions of this article having been complied with, he is an outstanding teacher, has received superior evaluations, has been in the rank of associate professor for five (5) years, and has a doctorate from a regionally accredited institution of higher education. In the absence of a doctorate, the faculty member must have been in the rank of associate professor for seven (7) years. Individuals not promoted to the rank of professor will continue to advance on the salary scale of the associate professor rank until they reach the maximum of the salary scale.

4. **Promotion of Technical Instructor**

- a. If a faculty member has been employed as a Technical Instructor, a plan for his promotion to the rank of Technical Professor I will be developed by the faculty member and the Department Chairperson within the first semester after the initial employment and approved by the appropriate Dean. In the event the faculty member, Department Chairperson and the appropriate Academic Dean cannot agree on an appropriate plan, the Vice President for Academic Affairs will attempt to resolve the impasse. If he cannot, the faculty member shall be promoted only when he meets the requirements set forth under Section A.1,2 and 3 of this Article.
- b. Plans prepared under the provisions of Section A. above may be subsequently modified by agreement of the faculty member, Department Chairperson and the appropriate Academic Dean, but educational experiences taken before the development of the original plan, or afterwards but not incorporated into the plan, may not be considered for the purposes of promotion.
- c. The provisions of Section 1.a of this Article do not apply to faculty members in technical ranks.

5. **Promotion to Technical Professor II and III**

- a. Plans for the promotion of faculty members in the technical ranks will be developed in accordance with the applicable provisions of Section A. 4 of this Article.

B. Procedures

1. Faculty members seeking consideration for promotion to a higher rank shall notify Department Chairpersons and the appropriate Academic Dean, or in the case of library faculty, the Dean of the Learning Resources Center. Faculty promotion requests will be considered twice each year to accommodate faculty hired mid-year; requests submitted on or before April 15 shall be considered for promotion effective January 1 of the next calendar year, following a November 15 announcement; requests submitted on or before October 15 shall be considered for promotion effective July 1 of the next calendar year, following a May 15 announcement date. Failure to give such written notification shall be considered to be an automatic waiver of such consideration.
2. The salary and rank at which a faculty member is hired will be the base for consideration of subsequent promotions.

C. Clarification of "Teaching Effectiveness" and "Professional Growth"

1. Teaching effectiveness is the prime criterion for determining the worth of a teacher. Professional effectiveness shall be the prime criterion for determining the worth of Learning Resources Center faculty. The Department Chairperson, the appropriate Academic Dean and the President will use all appropriate means to determine fairly the relative effectiveness of individual teachers. The Dean of the Learning Resources Center, the Vice President for Academic Affairs and the President will use all appropriate means to determine fairly the relative effectiveness of individual professional library faculty. Consideration will be given to information received on student evaluation forms and to observations made during class visits by the Department Chairperson and by the appropriate Academic Dean.
2. Subordinate to teaching effectiveness or professional effectiveness but contributing to the evaluation of a faculty member for promotion are the following:
 - a. Productive scholarship (as evidenced, for example, by the publication of articles or books in one's field of specialization, by artistic performance and shows)
 - b. Professional improvement over and beyond the requirements for the promotion sought
 - c. Committee work at the College (to include the supervision of special activities for students)
 - d. Professional activity in one's field of specialization.

ARTICLE XIV

EVALUATION

- A. All faculty members will be evaluated every year. All departmental evaluation plans shall provide for the inclusion of student and peer evaluation reviews for all faculty members during their first three (3) years after hire. During a faculty member's fourth (4th), fifth (5th) and sixth (6th) year after hire, either the Dean or Department Chairperson or both may require the inclusion of peer and/or student evaluative reviews in the annual evaluation.

Following the sixth (6th) year after hire, peer and student evaluative reviews shall be included in the evaluation of all faculty members every third year, such that the evaluative reviews are included in the evaluations of one-third (1/3) of the faculty in a department each year. Student and peer evaluations may be included in the annual evaluation of a faculty member on a more frequent basis by mutual agreement between the appropriate Academic Dean and Department Chairperson.

- B. Such evaluations shall be conducted in accordance with the special criteria and procedures submitted by the departments and approved by the Evaluation Review Committee and which shall be in conformity with other provisions of this agreement.
- C. Such criteria and procedures will be submitted to a college-wide Evaluation Review Committee to be composed of three (3) faculty members elected by the faculty and three (3) administrators selected by the President of the College. The Evaluation Review Committee will be convened by the Vice President for Academic Affairs at the beginning of each academic year. At that initial meeting, a Chairperson will be elected and a time frame for the completion of the review process will be established.
- D. The criteria and procedures submitted to the Evaluation Review Committee by the departments will not become operative without the approval of said committee. Upon approval, they will be forwarded to the appropriate Academic Dean and the Vice President for Academic Affairs. In case of an impasse regarding a department evaluation proposal by the Evaluation Review Committee, the Vice President for Academic Affairs will meet with a Faculty Association representative to resolve the impasse.
- E. The foregoing process must be completed by November 30 of each year.
- F. Thereafter, between February 1 and March 1 of every year, each faculty member will be evaluated on the basis of the criteria and procedures established by the foregoing process.

- G. Each evaluation will be submitted to the appropriate Academic Dean, for review and then will be filed in the faculty member's professional folder.
- H. Student Evaluation of Teaching. The results of any student evaluation of teaching are to be regarded as but one source of information about a faculty member's teaching.

ARTICLE XV

GENERAL

- A. **Identification Cards**
 - 1. All faculty shall be provided with official identification cards by the College at no cost to the faculty.
- B. General fees or course changes for all full-time faculty members of institutions under the jurisdiction of the Board of Governors for Higher Education 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.
- C. The Association shall be consulted when the College calendar is being prepared.
- D. **Reimbursement for Use of Personal Automobile**
 - 1. Members of the bargaining unit who are required to use their automobiles in the performance of prior approved official duties will be reimbursed in accordance with State Travel Regulations. Expenses will be allowed only from the assigned campus location.
- E. Department Chairperson shall seek input and advice from department members in the development of department budget proposals.
- F. In the event that faculty engage in outside employment it is understood that any and all use of College personnel, facilities, services or equipment in conjunction with a faculty member's outside consulting must be approved by the College in writing in advance of such use; and that arrangements for the use of College personnel, facilities, services or equipment shall provide for reimbursement of cost and overhead to the College at such sums as determined by the appropriate Academic Dean in consultation with the Chairperson, unless specifically authorized by the Vice President for Academic Affairs.

ARTICLE XVI

ALTERATION 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 XVII

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 XVIII

SAVINGS CLAUSE

Should any provisions 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 XIX

TERMINATION OF AGREEMENT

- A. This Agreement shall be effective as of the 1st day of July, 2004 and shall remain in full force and effect until the 30th day of June, 2007.

It shall be automatically renewed from year to year thereafter commencing the 1st day of July, 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 no 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.

B. 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.

C. In Witness Whereof, the parties have set their hands this day _____,2005

For the Board of Governors
for Higher Education:

For the NEA/CCRIFA:

Chairperson, Board of Governors President, NEA/CCRIFA
Higher Education

President, Community College
of Rhode Island

Chairperson, Negotiations
Committee

Commissioner for Higher
Education

Assistant Executive
Director NEARI/NEA

APPENDIX A

All full time teaching and research faculty employed at all campuses of the Community College of Rhode Island, consisting of instructors, assistant professors, associate professors, professors, department chairpersons, librarians with faculty status and technical instructors (grades 1 and 2) but excluding the presidents, vice presidents, deans, associate deans, assistant deans, registrars, Dean of Learning Resources Center, placement officer, Director of Computer Resource Center, lecturers in data processing, librarians who do not have library degrees and faculty employed to replace other faculty on leave of absence.

The following is the agreement reached to settle the question concerning representation filed on behalf of the Community College of Rhode Island Faculty Association:

1. Full time and part time faculty who are paid in whole or part by state funds through federal grants will be included in the bargaining unit.*
2. Members of the bargaining unit on leaves of absence will continue to be included in the bargaining unit and will have Association dues deducted from salary they receive from the state.
3. Temporary employees hired to replace faculty on leaves of absence will not be included in the collective bargaining unit.
4. Part time continuing faculty paid with state funds shall be included in the bargaining unit.

* Faculty employed on federal grants, represented by NEA/CCRIFA do not have bumping rights should their grants expire. However, they will be granted an interview and given special consideration should they apply for and be qualified for a new or vacant position within the collective bargaining unit.

APPENDIX B
Salary Schedule

Academic Year
2004-2005

	<u>Minimum</u>	<u>Maximum</u>
Instructor	\$25,411	\$40,647
Assistant Professor	\$28,223	\$57,869
Associate Professor	\$43,178	\$69,255
Professor	\$53,817	\$79,002

Promotion Increments

Assistant Professor	\$ 645
Associate Professor	\$ 935
Professor	\$1242

Academic Year
2005-2006

	<u>Minimum</u>	<u>Maximum</u>
Instructor	\$26,300	\$42,070
Assistant Professor	\$29,211	\$59,894
Associate Professor	\$44,689	\$71,679
Professor	\$55,701	\$81,767

Promotion Increments

Assistant Professor	\$ 668
Associate Professor	\$ 968
Professor	\$1285

Academic Year
2006-2007

	<u>Minimum</u>	<u>Maximum</u>
Instructor	\$27,221	\$43,542
Assistant Professor	\$30,233	\$61,990
Associate Professor	\$46,253	\$74,188
Professor	\$57,651	\$84,629

Promotion Increments

Assistant Professor	\$ 691
Associate Professor	\$1002
Professor	\$1330

1. The general salary increase shall total 3.5 percent (1.0% across the board and 2.5% equity adjustment) for fiscal year 2004-2005, 3.5 percent for fiscal year 2005-2006, and 3.5 percent for fiscal year 2006-07.
2. Faculty appointments will be for the academic year unless otherwise specified.
3. The academic year begins with a faculty meeting within one (1) week prior to the first day of classes and ends on Commencement Day.
4. Faculty members selected for a calendar year appointment shall receive an additional twenty (20) percent of their academic year salary as of July 1.
5. For the 2004-2007 contract, no member of the bargaining unit shall be affected by the contractual maximums.
6. Promotional stipends will be applied in the following order:
 - a. Apply overall percent salary increase per Contract.
 - b. If necessary, bring to the minimum of the new rank.
 - c. Apply the promotional stipend.

LETTER OF UNDERSTANDING**#1**

During the term of the 2004-2007 Contract, in the event that a faculty member is assigned by the Dean to teach a daytime course pursuant to the provisions of Article VII, C, of said Contract, he will receive full compensation therefore in accordance with the payment policies and procedures of the College.

For the Board of Governors

For NEA/CCRIFA

Date

Date

LETTER OF UNDERSTANDING**#2**

During the term of the 2004-2007 Contract, the Community College of Rhode Island agrees that the President and Vice President of the Community College of Rhode Island Faculty Association shall not be assigned a teaching load in excess of nine (9) contact hours each semester.

For the Board of Governors

For NEA/CCRIFA

Date

Date

LETTER OF UNDERSTANDING

#3

SABBATICAL LEAVE

During the term of the 2004-2007 Contract, no more than five (5) percent of the total full time faculty will be awarded sabbatical leave during an academic year.

For the Board of Governors

For NEA/CCRIFA

Date

Date

LETTER OF UNDERSTANDING**#4**

For the years of 2004-2007, the Vice President for Academic Affairs may, in his exclusive discretion, grant sabbatical leaves in excess of the five (5) percent limitation up to a maximum of seven (7) percent.

For the Board of Governors

For NEA/CCRIFA

Date

Date

Letter of Understanding

#5

RE: Article IV, D

If a faculty member is unable to perform his duties due to illness or accident, whether or not this occurs on a day of specifically scheduled activities, he shall be responsible to notify the Department Chairperson as soon as possible of such illness and its anticipated duration. The Chairperson shall then convey this information along with other uses of sick leave to the appropriate Academic Dean.

For the Board of Governors

For NEA/CCRIFA

Date

Date

LETTER OF UNDERSTANDING

#6

GRANTS

1. Consistent with federal, state and local laws and regulations, regular full time faculty, who, with the approval of the administration, prepare proposals for the federal, state, foundation or corporate grants which are funded may be compensated therefore by a one-time payment from grant funds only (if such payment is permitted) at the rate of one-half (1/2) percent of the amount funded up to a maximum of fourteen hundred dollars (\$1400). Said payment will not be added to the salary base.

2. Consistent with federal, state and local laws and regulations and with the terms of the grant, regular full time faculty may, with the approval of the administration, participate in grant activities. When they do so, they may:
 - a. Receive released time from their regular teaching load (provided the cost of a replacement is covered by the grant), or;

 - b. Receive compensation at a rate agreed upon by the faculty member concerned and the administration, except that if he teaches courses under the grant which are listed in the section of the College Catalogue entitled "course descriptions" he shall be paid at the rate for evening, summer and weekend courses. All compensation paid under this section will be paid only from grant funds, will not exceed the amount the faculty member could have earned by teaching six (6) hours of evening and/or weekend and shall be in lieu of such teaching.

For the Board of Governors

For NEA/CCRIFA

Date

Date

LETTER OF AGREEMENT

#7

A. Directors of the following programs will be paid supplements for responsibilities which are unique to the position of Program Director, subject to the recommendations of the Joint Study Committee in Section B below.

Director of the CLT Program
 Director of the Dental Hygiene Program
 Director of the Dental Assistant Program
 Director of the Radiography Program
 Director of the Cardio-Respiratory Care Program
 Director of Phlebotomy
 Director of Occupational Therapy Assistant Program
 Director of Physical Therapist Assistant Program
 Director of Fire Science
 Director of Therapeutic Massage

The supplement shall not be part of the Program Director's base salary and must be relinquished when he vacates the position.

B. There shall be a joint study committee comprised of two (2) faculty members and two (2) administrators to study and make recommendations for compensation of Program Directors. Compensation shall be retroactive to July 1, 2004.

No person presently serving as a Program Director shall have his/her stipend reduced as a result of this provision.

 For the Board of Governors
 Higher Education

 For NEA/CCRI

 Date

 Date

LETTER OF AGREEMENT

#8

2004-2007 CONTRACT

The parties agree that the holiday in honor of Martin Luther King as designated by the General Assembly shall be a holiday for members of the bargaining unit during the Contract.

For the Board of Governors
for Higher Education

For NEA/CCRI

Date _____

Date _____

MEMORANDUM OF AGREEMENT

#9

Spouses and children of faculty members with seven years or more of full-time service who die while in the employ of the institution shall be eligible for the dependents' tuition waiver benefits set forth in Article XV subject to the following conditions:

1. The spouse and the child shall be unmarried.
2. The child shall be under age 21 at the time of initial registration and must be continuously registered full time thereafter.
3. The child must be claimed as a legal dependent.

Letter of Understanding**#10****FACULTY DEVELOPMENT FUND**

During the term of the 2004-2007 contract, twenty five thousand dollars (\$25,000) in 2004-2005, twenty five thousand dollars (\$25,000) in 2005-2006 and \$25,000 in 2006-07 shall be made available by the college for faculty development. The faculty development fund will be administered by the existing Faculty Travel and Development Committees.

For the CCRIFA

Vice President for Finance

Date _____

Date _____

LETTER OF AGREEMENT

#11

July 1, 2004 - June 30, 2007 Contract

A fund of 1.14 percent of the faculty salary base for each year of the contract, shall be established for distribution to faculty as performance-based bonuses to be paid for the 2004-2007 contract years. Such bonuses shall accrue to the individual faculty member's salary base. The amount of the increments shall be determined by the number of bonuses awarded.

Recommendations for such performance increments will be initiated by a documented request by the individual faculty member and submitted to the Department Chair. The Department Chairperson shall submit his recommendations to the appropriate Dean on or before April 1. The Dean shall review such recommendations and shall, by May 1, forward to the Vice President for Academic Affairs those Department recommendations which he supports and any recommendations initiated by the Dean. The Vice President for Academic Affairs may approve, reject or modify recommendations submitted to him and may also initiate the award of such bonuses. The Vice President for Academic Affairs shall make the decision regarding the award of such bonuses, and such decisions shall not be grievable.

The object and intent of a performance-based bonus plan is, first and foremost, to enhance effective teaching and to serve the CCRI students. Another purpose of the bonuses shall be to recognize faculty who have exhibited outstanding performance in carrying out their faculty responsibilities or who have made significant contributions to the academic programs at the Community college during the last three years. The performance criteria specified for promotions and evaluation shall constitute the general criteria upon which recommendations are based.

After teaching for an academic year, the increments shall be determined by the extent to which one or more of the requirements in the following categories are met:

- a. Productive scholarship (as evidenced, for example, by the publication of articles or books, in one's field of specialization by artistic performance and shows and presentations at regional or national conferences.)
- b. Voluntary participation in the CCRI Service Learning Program, or active college-wide committees, (for example, holding office or committee participation in a recognized state, regional, or national professional organization in one's field.)
- c. Effective teaching as evidenced by superior student evaluations, superior peer evaluations, development of new and effective computer based teaching methods, computer based services or other exceptional teaching innovations (in the case of

the Library Faculty, professional effectiveness), or substantial curriculum revisions.

d. Significant contributions to the department and/or college (for example, serving as a Lead Teacher, representing the department and/or college at official functions, evaluation of transcripts or experiential credit requests.)

This Letter of Agreement shall expire on June 30, 2007.

MEMORANDUM OF AGREEMENT
#12

A Study Committee comprised of equal representation from the Association and College shall study and make recommendations with respect to the establishment of distance learning programs at the College. Specifically, the Committee shall look at issues such as class size, job security, and course development (new and established).

For the CCRI Faculty
of Rhode Island

For the Community College Association

Date_____

Date_____