

**AGREEMENT**

**between**

**UNIVERSITY OF RHODE ISLAND  
BOARD OF TRUSTEES**

**and**

**UNIVERSITY OF RHODE ISLAND CHAPTER  
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

**July 1, 2022 to June 30, 2025**

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## **AGREEMENT**

In this Agreement entered into this 1st day of July 2022 by and between the University of Rhode Island Board of Trustees referred to as the Board and the University of Rhode Island Chapter of the American Association of University Professors, referred to hereinafter as the Association, the parties hereby agree as follows:

### **DEFINITIONS**

1. "University" shall be defined as the Administration of the University of Rhode Island, including the President and other administrative officers, and excluding individuals included in the bargaining unit as defined under Article I Recognition.
2. "Bargaining Unit" shall be defined as those who are specified in the certification(s) issued by the Rhode Island State Labor Relations Board.
3. "President" shall be defined as the chief executive officer or acting chief executive officer of the University.
4. "Association" shall be defined as the University of Rhode Island Chapter of the American Association of University Professors.
5. "Faculty" as used in this Agreement means a member of the bargaining unit as defined in the Recognition Clause, Article I.
6. Faculty on "part-time" appointment shall be defined as any faculty member who has been appointed for at least 50% of time as designated in their letter of appointment.
7. "Tenured faculty" shall be defined as those faculty who have been awarded academic tenure.
8. The term "Temporary Appointment" refers to persons who are assigned to temporary vacancies resulting from the absence of faculty because of sickness, exchange of professorships, approved leaves, emergency personal situations, and emergency personnel situations such as temporary or unforeseeable enrollment fluctuations or late resignations of faculty.
9. "Terms and conditions" contained herein shall apply to all members of the bargaining unit unless specifically excluded. Terms and conditions contained herein shall apply to faculty on part-time appointment where so specified.
10. "Limited-Term Faculty" shall be defined as faculty who hold appointments which exceed or are expected to exceed one semester in duration but are limited to a defined term or to available funding. This definition also applies to tenure-track faculty prior to the award of tenure.
11. "Practice Scholarship" shall be defined as scholarship that may include but is not limited to applied research, presentations, posters, and publications that advance professional practice and/or organizational performance in clinical, laboratory or similar settings.

## **Article 1: RECOGNITION**

- 1.1 The Board hereby recognizes the URI Chapter of AAUP as the exclusive bargaining representative for all faculty presently or hereafter employed by the University in the bargaining unit set forth in the certification issued by the Rhode Island State Labor Relations Board and dated December 21, 1971, as amended:
- 1.2 Full-time and continuing part-time teaching and research faculty and limited full-time faculty which exceed or are expected to exceed one year in duration and are supported by non-general revenue funds including full-time Extension faculty with the rank of professor, associate professor, assistant professor, instructor, Assistant Teaching Professor, Associate Teaching Professor, teaching professor, including librarians with faculty status, clinical faculty, faculty of practice and department chairs, but excluding the president, vice presidents, assistant vice presidents, deans, associate deans, assistant deans, adjunct non-continuing part-time, temporary, visiting faculty, faculty equivalent appointees, faculty in the following positions: Director of the Engineering Instrument Shop, Assistant Director of Athletics, Director of Audio-Visual Services Center, Coordinator of Student Personnel Services, Director of the Adult Daytime Degree Program, Director of the Academic Computer Center, Legal Counsel to the President, University librarian and University Archivist, Director of the Counseling Center, Associate Director of Cooperative Extension Service, Director, International Center for Marine Resource Development, Director, Bureau of Government Research, Assistant Vice President for Academic Affairs, Director of intercollegiate Athletics; research associates, research assistants, graduate assistants, teaching assistants, coaches, special assistants and special instructors.

## **Article 2: MANAGEMENT RIGHTS**

- 2.1 The Association recognizes that the Board, and the Administration of the University, have responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the University to the full extent authorized by law.
- 2.2 The academic year shall begin five (5) business days prior to Advising Day and end on Commencement Day.
- 2.3 Faculty members are expected to attend all general faculty meetings called by the Dean or President and department meetings called by their department chairperson.
- 2.4 In the event a faculty member is required to move their office or lab, the Dean shall arrange and pay for the move of work-related furniture, books, equipment, and all other materials. No faculty member shall be moved from their office or lab without prior consultation. Faculty shall not have their offices or labs moved while on leave or sabbatical without consultation.
- 2.5 The Administration has the right to offer paid opportunities to faculty outside of the academic year as defined above. Such employment includes, but is not

limited to, admissions work, advising, meetings, service on search committees, and curriculum development. Each offer of employment shall include a written description of the work to be done and rate or amount to be paid. Faculty have the right to refuse such work without fear of reprisal. This section does not apply to faculty on 12-month appointments, to faculty-initiated externally funded projects, to voluntary training opportunities provided by the Office for the Advancement of Teaching and Learning, or to work covered elsewhere in this Agreement. The amount earned in summer employment is subject to the limits imposed by federal regulation and University Policy.

### **Article 3: NON-DISCRIMINATION CLAUSE**

- 3.1 The Board and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, sex, religion, political affiliation or beliefs, age, color, creed, national origin, disability, or sexual orientation, gender identity or expression in accordance with applicable State and Federal laws; nor will there be discrimination in respect to hiring and retention or any condition of employment because of membership in or activities on behalf of the Association.
- 3.2 The Association shall not discriminate against, interfere with, restrain, nor coerce an employee from exercising the right not to join the Association and shall not discriminate against any faculty member in the administration of this Agreement because of non-membership in the Association.
- 3.3 The Association accepts its responsibility as exclusive representative and agrees to represent all faculty members in the bargaining unit without discrimination.
- 3.4 The Administration and the Association shall adhere to federal and state laws and regulations as they apply to Affirmative Action.

### **Article 4: THE UNIVERSITY MANUAL**

- 4.1 When items in the University Manual are in conflict with this Agreement, this Agreement shall take precedence. If no conflict exists, then the University Manual remains in force. The University Manual is not subject to the grievance or arbitration procedure.

### **Article 5: CONSULTATION WITH PRESIDENT**

- 5.1 The President or designee shall meet with representatives of the Association, and representatives of the Association shall meet with the President or designee once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this Agreement or subsequent Agreements and to discuss those matters necessary to the implementation of this Agreement which are local in nature, provided each party gives fifteen (15) days written notice to the other party advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting.
- 5.2 Nothing contained herein shall prevent the Association from consulting with the

President at times other than those set forth above, if matters of mutual concern arise of an urgent or emergency nature.

#### **Article 6: MEMBERSHIP LISTS**

- 6.1 The University shall provide the union, a resume, the appointment letter, the starting salary, and rank for each new faculty appointment within the unit within thirty (30) days of appointment. The University shall provide the union with a list of faculty terminations within the unit no later than October 15 and February 15 of each year.

#### **Article 7: ACADEMIC FREEDOM**

- 7.1 Faith in the fundamental importance of freedom forms a major theme in the history, government and tradition of the State of Rhode Island and of the United States of America. Freedom is also recognized on practical grounds as vital to the scholar in their search for and dissemination of truth. Although academic freedom is not written into law, it is well established in custom and grounded in traditions of long standing in the colleges and universities of the Western world, protecting professional scholars and teachers from interference with their obligation to pursue the truth. Though it is a specific kind of freedom peculiar to members of the teaching profession in higher education, its benefits ultimately accrue as much to the public at large as to the scholars themselves. In fact, the present age of accelerating change emphasizes that education must stress development of the capacity for critical thought, a capacity that can be achieved only when freedom in inquiry and discussion prevail. Therefore, in accordance with the ideals of state and nation, and in order that the institutions under its jurisdiction might perform well the functions for which they are established, the Board and the Association affirm their unqualified acceptance of the principle of freedom in inquiry and expression.
- 7.2 Academic freedom has been defined and codified in a statement of principles that was prepared by representatives of the American Association of University Professors and the Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by many other professional and learned societies, it is known as the "The 1940 Statement of Principles on Academic Freedom and Tenure." The Board and the University of Rhode Island unconditionally endorse the 1940 Statement, including the following pertinent passages:
- 7.3 "Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher\* or the institution as a whole. The common good depends upon the free search for truth and its free exposition. [\*The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties]
- 7.4 "Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It

carries with it duties correlative with rights.

- 7.5 “The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- 7.6 “The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- 7.7 “The college or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community impose special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.”
- 7.8 The university faculty member is a citizen, and like other citizens, should be free to engage in political activities so far as a faculty member is able to do so consistent with their obligations as a faculty member.
- 7.9 Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive campaigning, or serving by appointment or election in a part-time political office) are consistent with effective service as a member of a faculty. Seeking election to the Office of United States Congress or State General Offices, may be limited by Board Policy (p-11.0 9/20/1984), Rhode Island General Law, or the Hatch Act Modernization Act of 2012.
- 7.10 A leave of absence incident to political activity should, when practicable, come under the university’s normal rules and regulations for leaves of absence without pay.

#### **Article 8: PROFESSIONAL ETHICS AND RESPONSIBILITIES**

- 8.1 The URI Chapter of the AAUP endorses the Statement of Professional Ethics prepared by the American Association of University Professors:
- 8.2 “Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow



subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

- 8.3 “As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student’s true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
- 8.4 “As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
- 8.5 “As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
- 8.6 “As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the
- 8.7 light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.”
- 8.8 Faculty members shall adhere to University policies and procedures for: class attendance, course scheduling, final examinations, course expectations and grading policies, development and distribution of course syllabi, availability for student conferences and advising, the timely submission of grades, and maintaining and retaining records of grades and all student products not returned to the students.

#### **Article 9: SELECTION OF DEANS**

- 9.1 Dean Selection Committee: Whenever a vacancy occurs in one of the following

positions: Dean of the College of Arts and Sciences, Dean of the College of Business, Dean of the ASF College Education and Professional Studies, Dean of the College of Engineering, Dean of the College of the Environment and

- 9.2 Life Sciences, Dean of the College of Health Sciences, Dean of the College of Nursing, Dean of the College of Pharmacy, Dean of the Graduate School, Dean of the Graduate School of Oceanography, Dean of University Libraries, and Dean of University College for Academic Success, the President shall appoint an advisory committee to assist in filling the vacancy. The committee shall have five (5) members. Two (2) faculty members shall be selected by the Association and student members shall be appointed by the President when deemed appropriate by the committee. The committee membership may be enlarged by the President when wider representation of interest is desirable.
- 9.3 Review of Qualifications: The advisory committee shall help assemble by various means a list of suitable candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

#### **Article 10: DEPARTMENT CHAIRPERSONS**

- 10.1 Position of the Chairperson: Department Chairpersons are essentially department administrators. They are responsible to the college Dean and then the President and Provost for administering University policies and for providing administrative support and leadership to the department for which they are active members, and which they are appointed to lead.

The duties and responsibilities of department chairpersons are as follows: A department chairperson shall have administrative responsibility for the program of the department under the Dean of the college; provide leadership to department members in planning and developing policies and programs; evaluate the instructional, research and administrative processes of the department and make recommendations to the Dean; evaluate periodically the department members and report the evaluations as required; recommend appointments, reappointments, award of tenure, promotions and dismissals of department members; facilitate the relationship between the administration and faculty; ensure that adequate supervision, advice and training are provided to new department members and others who might benefit therefrom; generally promote the welfare of the department and the University by appropriate means; and carry out other such duties as are set forth in the University Manual.

- 10.2 Dual Role of the Chairperson: Chairpersons have a dual role: on the one hand, they have the obligation to perform research/scholarship and teaching as do the regular faculty; on the other hand, they must work with the administration to administer, promote, and facilitate the effective implementations of the University's policies. The Association supports the chairperson in their faculty role as regular faculty are supported.
- 10.3 Search Committee: When it is determined that the position of chairperson of a department will become vacant, the Dean of the college shall appoint within thirty

(30) days of such determination a Search Committee to be charged with the compilation of a list of recommended candidates for submission to the Provost and to the President.

This Committee shall consist of no fewer than five (5) and no more than seven (7) members of the full-time faculty, at least one (1) but not more than two (2) of whom shall be chosen from outside the department in question, but with interests closely allied to those of the department. Every effort shall be made to have representatives of women and protected classes on the search committee. The outgoing department chairperson shall not be a member of the Search Committee. An acting chairperson may be a member of the Search Committee if they are not a candidate for the position. In the case of departments with fewer than four (4) members, the Dean shall appoint the Committee, provided that the membership chosen from outside the department shall not exceed the total number of department representatives. The Committee shall choose its own chairperson.

- 10.4 Screening and Interviews: The Search Committee shall solicit names of possible candidates from the University faculty. The Search Committee shall adhere to the principles of Affirmative Action and Equal Employment Opportunity and will arrange for interviews of candidates in conjunction with the Dean of the college. When the President or Provost, in agreement with the Dean and department faculty, determines that an external search for a chair is necessary or desirable, they shall instruct the Dean and Chair to conduct a search in accordance with normal faculty search procedures.
- 10.5 Choice of Candidate: After the Search Committee has conducted appropriate interviews and completed its screening, it shall submit to the Dean the name(s) of acceptable candidates in order of preference, if any. The Dean will forward with recommendation(s) the name(s) of the candidate(s) to the Provost and the President. The President/Provost may appoint one of the candidates recommended by the Search Committee. If the President/Provost cannot accept any of the candidates suggested, the President/Provost shall explain in writing to the Chairperson of the Search Committee the reason(s) for the decision and will request the Committee to continue its search until a candidate acceptable to the Committee and the President/Provost is appointed. Should a candidate from outside the university be selected, their salary and rank at the time of appointment shall be commensurate with their professional qualifications.
- 10.6 Duration of Appointment: The initial appointment of a department chairperson shall be for a three-year period, and it may be renewed for terms of three (3) years each upon the recommendation of the Dean subject to conditions set forth under Section 10.7 below. Individuals appointed during an academic year may have their initial appointment extended to the end of third full year of appointment. A chairperson will normally serve no more than four (4) consecutive terms for a total service of twelve (12) years. Upon petition of two-thirds of the department faculty, except those on temporary appointment or Faculty of Practice, and upon approval of such petition by the Dean of the college presented to the President no later than March 15 of the third year of the

chairperson's fourth term of office, the President/Provost may appoint a chairperson for an additional three-year term. If the President/Provost declines to appoint the chairperson to a fifth term, the President/Provost shall explain the reasons in writing to the Dean and to the department faculty by April 1 and shall request that a search for a new chairperson be instituted under the provisions of Section 10.3 of this Agreement. Any further reappointment beyond a five-term limit shall be the subject of special negotiations among the department faculty, the Dean of the college, the Provost, and the President.

If a department chairperson resigns before the end of any three-year term, an acting chairperson shall be appointed by the President upon the recommendation of the Dean of the college in consultation with the members of the department.

- 10.7 Renewal of Appointment: The President/Provost shall reappoint a chairperson upon the advice of the Dean of the college, who shall meet with and receive the vote of the members of the department, except those on temporary appointment or Faculty of Practice. This meeting and the vote of the faculty shall be held no later than February 15 of the third year of the chairperson's term.

The meeting shall be convened by the Dean, and the chairperson shall not be in attendance. The Dean shall solicit from the faculty, except those on temporary appointment or Faculty of Practice, written recommendations regarding the retention of the chairperson. These recommendations, received from those faculty who may choose to submit them, shall be forwarded by the Dean together with the vote and his own written recommendation, to the Provost and thence to the President no later than March 15, and the chairperson and the department faculty shall be advised concurrently in writing of the Dean's recommendation. If the Dean's recommendation is positive and the President/Provost accepts it, the chairperson shall be notified of their reappointment no later than April 30. If the President/Provost does not accept the recommendation of the Dean or the department, the President shall explain the reason(s) in writing to the Dean and the department.

- 10.8 Review Process: The chairperson shall be subject to all of the procedures to be followed for all faculty in matters of recommendation for their own promotion, retention, non-renewal, termination, or award of tenure as a faculty member as provided under Article XV: The Review Process. The Dean of the college shall prepare the Review of the chairperson in the same manner as it is prepared by the chairperson for other faculty. All peer evaluations as required under Section 15.7 shall be submitted to the Dean. The chairperson's Review shall remain with the Dean so long as the chairperson holds the position. The chairperson shall have the same access to their own Review as provided for all other faculty. Once the chairperson resigns the position, either to return to the teaching faculty of their department, to leave the University, or to retire, a copy of their file of Reviews shall be forwarded by the Dean to the department for filing or other disposal in the same manner practiced within the department for all other faculty.

- 10.9 Chairpersons shall be appointed at a salary and rank commensurate with their professional qualifications.

- 10.10 A chairperson shall be given a calendar year appointment when the responsibilities and duties of their office warrant it. This will be determined by the Dean of the college and the Provost.
- 10.11 A chairperson appointed on an academic year basis shall be eligible to recontract for the summer at no less than 11% and no more than 22% of their academic salary, the amount to be determined in consultation with the Dean and Provost upon approval of the President. The Provost shall notify the chairperson of the amount by June 1. If the chairperson is recontracted on this basis and chooses in addition to teach or to conduct other work for remuneration (e.g., outside grants) the combined amount shall not exceed 25% of the chairperson's academic salary.
- 10.12 Summer Replacement for Chairpersons: A chairperson on academic year contract who does not recontract for the summer when the requirements of the position make it necessary as determined by the Dean and the Provost, may designate with the concurrence of the Dean a senior ranking faculty member within the department to act on their behalf during the summer term. Such faculty member shall be eligible to recontract for the summer at no less than 4% and no more than 20% of their academic salary, the amount to be determined in consultation with the Dean and Provost upon approval of the President.
- 10.13 Relinquishment of Position for Other Duties: If a chairperson accepts any administrative duty on a temporary or emergency basis (interim or acting Dean, Assistant or Associate Dean, interim or acting Vice-President, or any similar or related position) the chair shall be removed immediately from the bargaining unit and shall at once relinquish their position as chairperson. Upon recommendation of the Dean and consultation with the department faculty, the President/Provost shall appoint an interim or acting chairperson to serve for the length of time that the chairperson occupies such administrative position for the balance of the academic year if the position is accepted before the academic year has begun. Upon completion of the emergency or temporary duties, the chairperson, at their own discretion, may return to their position as chairperson and will immediately be returned to the bargaining unit. If the chairperson undertakes temporary or emergency administrative duty before the beginning of the academic year, continues to serve into a second academic year after undertaking the duties during the course of an academic year, or chooses to remain in the administrative position, or chooses to return to the department as a faculty member, relinquishing the chair, the position of chairperson shall be declared vacant and a new chairperson shall be chosen under the provisions of sections 10.3 through 10.5.
- 10.14 Position after Retirement, Dismissal, or Resignation: A chairperson may resign their position at any time within the specified appointment period without prejudice. While they will normally give notice of one (1) year, they may step down at any time, at which time an interim chairperson shall be appointed by the President as noted in Section 10.6, pending selection of a replacement through the Search Committee. A chairperson who has resigned their position, provided their rank is tenured and they are not retiring or resigning from the University, will

be placed on an academic or calendar year appointment. If the chair held a calendar year appointment and is placed on an academic appointment, their salary shall be adjusted in accordance with Section 11.14 Change of Calendar or Academic Year Appointment. Any additional remuneration because of the position of chairperson shall be relinquished.

- 10.15 Leave Replacement: In the event that a chairperson will be absent because of extended leave (sabbatical, leave without pay, and so on) for a period of one 1) semester or longer, a temporary replacement shall be appointed by the President under the conditions which obtain under Section 10.13 above.
- 10.16 All of the provisions of Article X are subject to the grievance and arbitration procedures.
- 10.17 Nothing in this Article shall prevent a department from permitting students to be consulted in the selection process.
- 10.18 Removal of Chairperson: The following procedures shall apply in case it is determined that a chairperson should be removed from office prior to the expiration of their three-year appointment period.
- 10.18.1 If the department faculty determines that the chairperson is not properly fulfilling their responsibilities, the faculty may forward to the President or Provost a petition for removal of the chairperson signed by two-thirds of the members of the department, except those on temporary appointment or Faculty of Practice, excluding the chairperson, with reasons for such determination stated in writing. The President or Provost shall then hold a hearing on the matter with the parties involved, including representation from the Association. Upon conclusion of the hearing, the President shall render a decision in writing with reasons therefore within thirty (30) calendar days to the full membership of the department faculty and to the Dean.
- 10.18.2 If the President or Provost determines that the chairperson is not properly fulfilling their responsibilities, they may terminate the appointment of the chairperson, explaining their reasons in writing to the Dean of the college, to the chairperson, and to the department faculty. If requested by the chairperson, the President/ Provost or designee shall hold a hearing on the matter with the parties involved under the conditions which obtain in Section 10.18.1 above.
- 10.19 Department chairs shall receive supplements for the duties and responsibilities delineated in Article 10.1. The amount of the supplement shall be based upon the following criteria:
1. Total number of undergraduate majors (previous AY)
  2. Total number of matriculated graduate students (previous AY)
  3. Total credit hours taught by department/unit faculty (previous AY)
  4. Total number of summer and J-term courses taught (previous FY)

5. Total number of degree and certificate programs (previous AY)
6. Total number of accredited programs (previous AY)
7. Total amount of research expenditures (previous FY).
8. Total number of faculty FTEs (including tenure and nontenure track, part-time faculty, and graduate teaching assistants. Part-time faculty equal .125 FTE per three-credit course taught. Graduate teaching assistants equal .5 FTE for 20 hour/week assistantship. Joint appointees will be credited accordingly) (previous FY).

Data shall be provided by the Office of Institutional Research except for research funding, which shall be provided by the Research Office.

There shall be three levels of department chairs. (Department Chair A, Department Chair B and Department Chair C). The chairs shall be compensated according to the supplement schedule listed below.

Department Chair A shall be defined as at or below average of the above criteria.

Department Chair B shall be defined as above average in four (4) criteria.

Department Chair C shall be defined as above average in six (6) of the above criteria.

All calendar year department chairs shall be categorized as Department Chair C.

Average is the department/unit mean across departmentalized colleges.

<b>DCA</b>	<b>\$5,500</b>
<b>DCB</b>	<b>\$ 6,000</b>
<b>DCC</b>	<b>\$ 7,000</b>

The Provost's Office shall provide each dean and the Association with a list of departments sorted by the criteria above in July of each year. The category to which a faculty member undertaking the responsibilities of chair is assigned shall be a matter of agreement between the faculty member and the appropriate Dean.

The supplement shall not be part of a chair's base salary, except for the purposes of summer recontracting, and only then if the chair has received the supplement for at least one full academic year. The supplement will terminate when the chair's position is vacated.

## **Article 11: SELECTION AND APPOINTMENT OF FACULTY MEMBERS**

- 11.1 No later than December of each year, departments should meet to determine their hiring needs. The department chair shall notify the Dean of the departments needs by December 31.
- 11.2 After allocation of a position, the Dean shall notify the chair of the affected department or departments. Unless circumstances prohibit, a department meeting shall be held to determine the basic specifications of each position to be filled, including credentials and in experience in teaching and research. All bargaining unit members in the department shall be notified of the search.
- 11.3 The chair of the department of the sole or primary appointment shall appoint a search committee of no fewer than three (3) members, designating one member as search committee chair. In non-departmentalized colleges, the Dean shall appointment the search committee chair, who shall appointment the committee.
- 11.4. The committee may have members external to the department, but, whenever possible, full-time faculty from the department of primary appointment must comprise a majority of committee members. When a tenure-track position is searched, tenure-track faculty must, whenever possible, comprise a majority of the committee.
- 11.5. The committee must operate according to the search procedures and guidelines of the University, including principles of Equal Employment Opportunity. The committee must also adhere to any University strategic plans or policies concerning diversity and/or anti-racism in hiring. The committee should consider suggestions of the Office of Community, Equity, and Diversity, if any, prior to and during the search.
- 11.6 Interview procedures, including campus visits, shall adhere to procedures and guidelines of the University. When candidates are brought to the campus, department members shall be informed, and arrangements shall be made for the candidate to meet with as many department members as possible. Candidates shall also meet with the Dean or Dean's designee. Meetings shall be arranged with other members of the campus community as appropriate to the position.
- 11.7 Once the search committee has completed its work, it shall present its recommendations to the department chair who, unless circumstances prohibit, shall consult all department members, except those on temporary appointment or Faculty of Practice, prior to recommending candidates to the Dean for their consideration. The Dean may request one or more names, ranked or unranked, for consideration. Should the Dean disagree with the department chair's recommendation(s), they shall meet with the department chair to attempt to resolve the matter. Should no resolution be reached, the Dean may fail the search.
- 11.8 The Dean shall recommend the appointment of a candidate to the Provost, who shall have the power to approve or disapprove the appointment as well as the



recommended salary offer, start-up package, and other terms and conditions of employment.

- 11.9 Each candidate who is appointed shall be informed in writing by the department chairperson of the personnel policies of particular importance to new staff members and of their specific official duties.
- 11.10 All faculty appointed to a position in more than one department shall have the conditions of tenured status, the position responsible for conducting reviews, and the teaching, research, and service expectations for each department specified in writing and agreed to by the Provost and faculty member at the time of appointment.
- 11.11 Each candidate who is appointed shall be informed in writing at the time of appointment by the Dean of the general criteria that will be used to judge their acceptability for promotion and/or tenure at URI.
- 11.12 Nothing in Article XI of this Agreement shall prevent the University from recruiting specific individuals for appointment to the University for fully or partially endowed or gift-funded positions without a search provided that faculty members in the department (or relevant unit of appointment) are given the opportunity to vote on the suitability of the individual for appointment prior to their final appointment and the provisions of Article XIX concerning eligibility for tenure are followed. Nothing in this provision is intended to interfere with the prerogatives of the Office of Affirmative Action, Equal Opportunity, and Diversity concerning search waivers.
- 11.13 Change of Calendar or Academic Year Appointment: Any faculty member on calendar year appointment who so requests may be permitted to revert to an academic year appointment upon approval of said request by their Dean. The academic year salary of any faculty member going to academic from calendar year appointment shall be no less than but not necessarily limited to their calendar year salary divided by 1.2.

Whenever it is desirable, after consultation among the faculty members, the department chairperson, the Dean, and the Provost, to change a faculty member from an academic to a calendar year appointment, the adjusted salary shall be 1.2 times the academic year salary.

- 11.14 Personnel Files: As of the effective date of this Agreement, each Dean shall maintain a college personnel file for each member of the college faculty. Such file shall contain copies of all personnel transactions, all official correspondence with the faculty member, and all evaluation reports, except peer evaluations (submitted under Article XV prior to July 1, 1979).
  - 11.14.1 No anonymous material whatsoever shall be placed in a faculty member's college personnel file, or in any other University file.
  - 11.14.2 Materials shown to be false or unsubstantiated shall be removed from all such files. In the event of any dispute as to the removal of such material from any file, the faculty member may submit a written rebuttal which shall become a part of that file. By mutual agreement between the

faculty member and the dean, negative materials in the file relating to a particular instance or conduct shall be removed after five (5) years, assuming no other similar instances relating to that conduct have been placed in the personnel file. This clause shall not refer to evaluation reports, i.e., reviews.

11.14.3 The grievance file shall be maintained separately from the faculty member's personnel file.

11.14.4 If documents of record as specified in Section 11.15 are missing from the file, the faculty member may resubmit copies of these documents to complete the file.

11.14.5 Right of Examination. The faculty member shall have the right to examine and to reproduce at their own cost any document in any of their own personnel files at any time during normal business hours and to file a statement in response to any item placed in his file, provided, however, that any letters of recommendation solicited confidentially in connection with their initial appointment shall not be available to the faculty member.

A designated member of the Association, having written authorization from the faculty member concerned, and in the presence of a representative of the University, may examine any personnel files of that faculty member, except for the limitation provided in the preceding paragraph, if the examination relates to a filed grievance in preparation, or a written charge or charges preferred against the faculty member by the University.

## **Article 12: WORKLOAD**

12.1 Functions and goals of departments and colleges differ throughout the University. Because the various subject areas have evolved from different academic and professional traditions, the precise manner in which each department contributes to teaching, research and public service cannot be specified uniformly on a University wide, college-wide nor even on a department-wide basis. Furthermore, as is the case with other professionals, University faculty members can be most effective only if there is reasonable flexibility in determining the manner in which they shall carry out their responsibilities. Individual workload assignments shall take into account scholarly and/or creative activities, teaching, and service and the needs of departments and colleges.

12.2 The determination and assignment of faculty workloads shall be made by the department chair after consultation with the faculty and subject to the approval of the dean. In colleges with no departments, the determination and assignment of faculty workloads shall be made by the dean after consultation with the faculty.

12.2.1 The following shall be considered when making assignments:

- a) The needs of the department or program, the faculty member's qualifications and expertise, and the faculty member's scholarly interests
- b) The nature of the course, as to whether it is undergraduate or

graduate and whether it is being offered for the first time or with extensive revision.

- c) Contact hours, as to whether they are lectures, recitations or laboratories and whether the recitations and laboratories require a great deal of preparation.
- d) Total number of students, as to whether the time required by the course is directly related to the number of students (e.g., if term papers are required, the number of students is directly related) and whether graduate student assistance is available.
- e) Joint courses taught by two or more faculty members or special problems courses for individual students must be related to overall teaching load.
- f) Other duties, especially department chairing, Faculty Senate chairing, honors colloquium direction, committee work, special administrative duties or in-service work with groups in the state.
- g) Because the University requires of its faculty varying levels of creative/ scholarly activity, teaching, and service (depending on the position), a proper integration, balance, and level of these components of workload must be maintained throughout a faculty member's career and may be adjusted based on the needs of the department or program, the faculty member's qualifications and expertise, the faculty member's scholarly interests, and the faculty member's contemporaneous commitments to creative/scholarly activity, teaching and service.
- h) Advisees, as to their number, the number of theses/dissertations being directed and the number of, and the level of effort required for, graduate committee assignments.

### **Article 13: SALARIES**

- 13.1 Salaries for full-time faculty will be in accordance with Appendix A of this Agreement.

### **Article 14: FRINGE BENEFITS**

- 14.1 For the term of the 2022-2025 collective bargaining agreement, the health insurance benefits extended to eligible University faculty shall be those for which the Director of Administration has contracted in accordance with RIGL 36-12 and shall include health insurance, prescription, dental and vision/ optical benefits.

14.1.1 This benefit shall apply to faculty on part-time appointment as defined in the contract.

14.1.2 The effective date of the health insurance coverage for newly hired faculty will be on or before the 20th of August for faculty commencing duties that fall semester.

14.1.3 Health insurance will also be provided to eligible domestic partners.

14.1.4 Health Care Coverage: Effective January 1, 2019, eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits.

14.1.5 Medical Plan design changes effective January 1, 2019:

	AS OF DEC. 27, 2015	JANUARY 1, 2019		
		ANCHOR PLUS	ANCHOR	ANCHOR CHOICE HSA
IN-NETWORK DEDUCTIBLE	\$250 (\$500 FAMILY) (EFFECTIVE 1/1/16)	\$500/\$1,000	\$1,000/\$2,000	\$1,500/\$2,000
IN-NETWORK OOP MAX	\$500 (EFFECTIVE 1/1/16)	\$1,000/\$2,000 (COMB MED/PHARM)	\$2,000/\$4,000 (COMB MED/PHARM)	\$3,000/\$6,000 (COMB MED/PHARM)
OON DEDUCTIBLE	\$500 (EFFECTIVE 1/1/16)	\$1,000/\$2,000	\$2,000/\$4,000	\$2,250/\$4,500
OON OOP MAX	\$3,250 (\$6,500 FOR FAMILY) (EFFECTIVE 1/1/16)	\$5,000/\$10,000	\$6,000/\$12,000	\$4,500/\$9,000
PCP COPAY	\$15 (EFFECTIVE 1/1/16)	NO CHANGE	NO CHANGE	NO CHANGE
SPEC COPAY	\$25	\$25/\$50	\$25/\$50	10%/30% COINSURANCE AFTER DEDUCTIBLE
URGENT CARE COPAY	\$50 (EFFECTIVE 1/1/16)	NO CHANGE	NO CHANGE	NO CHANGE
ER COPAY	\$125 (EFFECTIVE 1/1/16)	NO CHANGE	\$150	NO CHANGE
PT, OT, SPEECH THERAPY	COVERED AFTER DEDUCTIBLE	\$15 COPAY	\$15 COPAY	NO CHANGE
CHIROPRACTIC	\$25 COPAY (12 VISIT LIMIT)	\$15 COPAY VISIT LIMITS REMOVED	\$15 COPAY VISIT LIMITS REMOVED	\$15 COPAY VISIT LIMITS REMOVED
MEDICAL NECESSITY/PCP COORDINATION OF CARE	NOT REQUIRED	REQUIRED (HIGHER SPECIALIST COST SHARE WITHOUT REFERRAL UNDER PCP COORDINATION OF CARE)		

- \* The \$1,000 family deductible is cumulative, meaning once any combination of family members has paid \$1,000 toward items covered by the deductible, the deductible has been met.

Premium Sharing Increases will be indexed to salary increases.

<b>INDIVIDUAL</b>	
LESS THAN \$122,075	20%
\$122,075 AND OVER	25%
<b>FAMILY</b>	
LESS THAN \$61,036	15%
\$61,036 TO LESS THAN \$122,075	20%
\$122,075 AND ABOVE	25%

14.1.6 Employee Pharmacy Co-Pay: Effective January 1, 2019, employee co-pays shall be as follows:

1. The employee drug co-pay for thirty-one (31) day supply shall be as follows:

<b>GENERIC</b>	<b>PREFERRED BRAND</b>	<b>NON-PREFERRED BRAND</b>	<b>SPECIAL TY</b>
<b>\$10.00</b>	<b>\$35.00</b>	<b>\$60.00</b>	<b>\$100.00</b>

- (aa) There is no separate co-pay arrangement for 60-day supplies or 100 units.
- (bb) For prescription drugs received through an in-network mail order pharmacy, a three-month supply shall only require two co-pays. The maximum fill will be a three-month supply.

Generic	Preferred Brand	Non-Preferred Brand
\$20.00	\$75.00	\$120.0

- (cc) Under the 2016 plan, pharmacy out-of-pocket maximums were \$6,350 (individual) and \$12,700 (family) and separate from the medical out-of-pocket maximums. Effective January 1, 2019, pharmacy and medical out-of-pocket maximums are combined at the rates listed in the table above.

14.1.7 Also, the waiver payment for eligible employees will become \$1,001 on 1/1/16.

If two (2) State employed spouses hired into state service on or after July 1, 2015, are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher earner of the two (2) spouses as determined by the total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

For clarification purposes only, employees on paid or unpaid leave are responsible for their regular co-share payment for health insurance (i.e., medical, dental, and vision). Failure to make such payments may result in termination of such benefits upon thirty (30) days' notice.

14.1.8 Dental Program: The State will provide a dental plan for the employees and their family. Effective July 1, 2014, the dental plan crown coverage shall be 80%.

Effective January 1, 2019:

- a) Coverage will be extended to dependent children up to age 26
- b) 100% coverage for sealants for children under 14
- c) \$400 maximum benefit for periodontics services is removed
- d) Calendar year max coverage shall be \$1,500 under the dental program
- e) Lifetime maximum for orthodontic services is increased from \$850 to \$1,500
- f) Employees will have two "buy-up" options for additional member paid benefits

14.1.9 Vision Plan:

Effective January 1, 2019:

- a) Coverage will be extended to dependent children up to age 26
- b) Allowance for frames increased to \$100
- c) \$30 cap on contact lens exam fees (fitting & evaluation)
- d) \$30 allowance for contact lens materials
- e) Employees will have one "buy-up" option for additional member paid benefits

14.2 Life Insurance. All faculty members covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program.

14.2.1 This benefit shall apply to faculty on part-time appointment as defined in the contract.

14.3 Disability Insurance. All faculty members covered by this Agreement are subject to and have the benefits of the State ERS or TIAA Group Insurance Policy whichever applies, in accordance with rules and regulations of such systems.

14.4 Retirement Program. Full-time faculty members shall be required to participate in the Alternate Retirement Plan, established in accordance with the provisions of RIGL 16-17.1, after two years of service and the attainment of age thirty (30) as a condition of employment. Faculty members who are members of the Rhode Island Employee Retirement System at the time of hire may elect to remain in the employee retirement system.

14.4.1 Faculty on part-time appointment shall participate.

- 14.5 Tuition. Tuition waiver is applicable only to full-time non-classified employees of the Council on Postsecondary Education or employees of the Board. Waiver of fees shall be limited strictly to tuition. The individual must pay for all other fees, books, supplies, travel, and other expenses. The level of eligibility for members of the bargaining unit shall be unrestricted.

Tuition waiver only applies to institutions under the jurisdiction of the Council on Postsecondary Education or the Board. This waiver applies to the employee's spouse or domestic partner, as defined in RIGL §36-12-1, and dependent children, as defined below, who are pursuing courses in a regular study program for credit at the first baccalaureate level only at any institution, and who are taking courses at one of the three institutions under the Council on Postsecondary Education's or Board's jurisdiction. In the event of an employee's death, the tuition waiver benefit shall be provided for those spouses or domestic partners, as defined in RIGL §36-12-1, and dependent children, as defined below, who have been accepted or are enrolled at the time of such death and who maintain continuous enrollment. For purposes of this policy, "dependent children" is intended to refer to a child, as defined in Internal Revenue Code §§ 117(d), 132(h), and 152(f)(1), of the eligible employee, for whom the eligible employee is entitled to claim and does claim a dependency deduction on their federal personal income tax return under Internal Revenue Code Section 152, including Section 152(e), or both of whose parents are deceased and who has not attained age 25.

An employee must provide evidence of marriage, domestic partnership, or dependency in order to receive a tuition waiver hereunder.

However, pursuant to RIGL §16-97.7 no eligible employee of the Board or the Council on Postsecondary Education, his or her spouse, domestic partner, or dependent children, shall receive a tuition waiver as a result of employment status with the Board or the Council on Postsecondary Education, without first consenting to the public disclosure of the existence and amount of the waiver. This applies to any waiver at the Community College of Rhode Island, Rhode Island College, and/or the University of Rhode Island.

To be eligible to receive a tuition waiver for any semester or session at an institution under the Board's or the Council's jurisdiction, an employee of the Board or the Council on Postsecondary Education must be a full-time employee on the date of the first day of classes for that semester or session.

If an employee is an otherwise "eligible employee" but is on leave without pay, neither the employee nor his or her spouse or domestic partner, as defined in RIGL §36-12-1, or dependent children are eligible for tuition waiver unless specifically approved by the institution.

Tuition waivers are not applicable to non-credit courses.

Present employees whose dependents receive a graduate tuition waiver shall continue to receive graduate tuition waivers.

## **Article 15: THE REVIEW PROCESS**

- 15.1 Purpose. Each faculty member is entitled to know in writing what is expected of them, and to be informed as to how they are performing their professional duties. It shall be the purpose of the Review Process to provide this information on a cumulative basis. To achieve this purpose, the Review Process shall consist of a process of department evaluation of its faculty and a written report submitted by the department chairperson to the Dean. Faculty shall be informed in writing by their dean about the expectations that the Department, College and/or University has for that individual in terms of research, teaching and service, and their relationship to the mission of the Department, College, or University.
- 15.2 Use. The information accumulated in the Review Process shall provide the basis upon which each faculty member is recommended by the department chairperson for retention in rank, promotion, or award of tenure. The information may also be a basis for termination or non- renewal.
- 15.3 Eligible Faculty. All faculty shall be subject to and eligible to participate in the Review Process.
- 15.4 Frequency. The following shall be the normal frequency for the conduct of the Review.
- a) All Assistant Professors shall be reviewed annually. Non-tenured tenure track Associate Professors and non-tenured tenure track Full Professors shall be reviewed annually. All eligible non-tenured faculty of whatever rank shall be reviewed annually until such time as tenure is awarded, except that faculty in their first year of appointment may be reviewed at the option of the department chairperson or the option of the individual faculty member.
  - b) Tenured faculty holding the rank of assistant or associate professor shall be reviewed every triennially. No review need be conducted following the year of promotion to assistant or associate rank, but a review shall always be conducted whenever a recommendation for promotion is involved.
  - c) Tenured full professors shall be reviewed quadrennially. No review need be conducted following the year of promotion to full professor.

### Examples:

- Annual review means that a faculty member who submitted a dossier on October 1, 2021, shall submit a dossier on October 1, 2022.
- Triennial review means that a faculty member who submitted a dossier on October 1, 2021, shall submit a dossier on October 1, 2024.
- Quadrennial review means that a faculty member who submitted a dossier on October 1, 2021, shall submit a dossier on October 1, 2025.



Upon request to the department chairperson by an individual faculty member, or upon the initiative of the department chairperson or dean, any faculty member shall be accorded a review during any year, whether or not such review falls within the department schedule. At the initiative of the dean, and with the concurrence of the faculty member and the chair, the review cycle of an associate or full professor may be delayed one year. Reviews for tenured faculty may be postponed under unusual circumstances such as illness or leave without pay as determined by the Dean. A review shall always be conducted whenever a recommendation for promotion is involved, regardless of scheduled review sequence.

- 15.5 Period Covered. The review shall cover the faculty member's performance during the period since the previous review. Reviews that involve promotion and/or decisions concerning award of tenure and the fourth-year review for pre-tenure assistant professors shall cover the faculty member's entire professional career, with special attention to the period since initial appointment and/or previous promotion.
- 15.6 Dossier. In order to provide a full record of accomplishments throughout their professional career and in order to assist in the review process, each faculty member shall prepare an electronic dossier containing vital statistics and tabulating all professional accomplishments, including a list of courses taught at the University within the preceding three years or the period of review, whichever is shorter. This dossier may be supplemented by such other materials as the faculty member deems appropriate.
- 15.6.1 Tabulation of Accomplishments. The tabulation of accomplishments may include but shall not necessarily be limited to, applicable items among the following:
- a) Contributions to the instructional program of the department, including student advising, thesis supervision, and such evidence as the faculty member may wish to present to demonstrate excellence in teaching, and as to library faculty, excellence in librarianship and/or teaching. As it relates to librarianship, the phrase "and/or teaching" means credit earning instruction which is assigned as part of library faculty workload. In addition, the reference to "librarianship" in this section shall not at any time be construed to relieve library faculty of their responsibility to perform in other areas enumerated in 15.6.1, including sections (b) and (c) unless otherwise provided in the letter of appointment and in this Agreement.
  - b) Journal articles and books published or accepted for publication, public reports, publications for the public good, and papers presented at professional meetings.
  - c) Research activities and accomplishments, including funded and non-funded research.

- d) Creative artistic achievements.
- e) Services to the University.
- f) Offices held in and services rendered to professional societies; special services such as journal editor or consultant to professional periodicals and organizations; memberships in professional and honor societies.
- g) Compensated and uncompensated professional services for the community and clinical practice.
- h) All academic degrees received, professional certifications, experience, and training.
- i) Any statement(s) in the outside evaluation(s) regarding the faculty member's worthiness for retention, promotion or granting of tenure at the outside reviewer's institution shall not be solicited nor shall it be considered relevant.

#### 15.7 Process of Department Peer Evaluation.

No later than May 1 of the spring semester, the department chairperson shall consult with the department faculty by such procedure for peer evaluation as the faculty shall devise through annual department discussion and vote. Methods shall be at the discretion of the department so long as each faculty member is given the right, without prejudice to any party involved, to abstain from participation in the entire procedure or to abstain from such portion of the procedure as affects an individual faculty member. No process of peer evaluation adopted by a Department shall include provision for anonymous polling or balloting. No method of department peer evaluation may deny any faculty member the right to submit a written evaluation of any or all faculty which shall be included in the material forwarded to the Dean with the chairperson's written evaluation. Prior to May 1, the department will also determine a procedure for the annual peer evaluation for teaching track faculty.

During the consultation process, the chairperson shall inform the faculty that no recommendation for tenure and promotion or promotion will be submitted to the Dean without a review of the individual concerned. Once the department procedure is established, and no later May 1, the chairperson shall provide to the department faculty, to the College Dean, the names of those scheduled for review and the names of those who have requested a review or review and promotion. Such notice shall also indicate which faculty members are seeking promotion with a provisional list of external reviewers provided by May 1.

Faculty dossiers shall be submitted by October 1st for all departments.

External reviews shall be required for tenure and /or promotion. The final selection of external reviewers shall be made by September 1 with a preferred return date of the evaluations by November 1st. In colleges with departments, the process for the selection of external reviewers will consist of the candidate and department chair selecting names with information about who they are and the

relationship to the candidate. The chair will submit a provisional list of external reviewers to the Dean May 1, who shall have the opportunity to comment on the selection of the external reviewers. In colleges with departments, the chair will request the evaluations from the external reviewers. In colleges without departments, the process for the selection of external reviewers will consist of the faculty member and the Dean selecting names with information about who they are and the relationship to the candidate. In colleges without departments, the Dean will request the evaluations from the external reviewers. All external evaluations received shall be included in the dossier and each dossier shall have a minimum of four (4) external reviews, whenever possible. Reviewers shall be selected from recognized scholars in the discipline of the faculty being considered for tenure and/or promotion. External reviewers shall be asked to address their knowledge and relationship with the candidate. External evaluation letters shall be shown to the faculty member upon request. Distribution of the external evaluations to the other faculty members of the department shall be determined by such procedure for peer evaluation as the faculty shall devise through annual department discussion and vote.

- 15.8 The Chairperson's Evaluation. The department chairperson shall prepare a written evaluation of each eligible faculty member scheduled for or requesting a review. One copy shall be forwarded to the Dean of the college by December 1. The second copy shall be given to the faculty member at least five (5) working days prior to submission to the Dean. The third copy shall be retained by the chairperson in a permanent department file. All tenure-track and tenured faculty members within the department will be required to vote yes, no or abstain on each tenure and/or promotion recommendation to the Chair and Dean. Peers may also submit a written evaluation of the candidate in addition to voting.

15.8.1 Content. The chairperson's written evaluation shall include:

- a) A statement of the duties and responsibilities of the individual faculty member for the period covered by the Review, including all teaching assignments.
- b) An assessment of the quality and quantity of the faculty member's professional work in the execution of those duties and responsibilities, including an evaluation of the faculty member's teaching and an assessment of the material submitted by the faculty member under 15.6.1 (a) above.
- c) A statement of the future duties and responsibilities reviewed with and expected of the faculty member.
- d) A copy of the vital statistics and tabulation of accomplishments prepared by the faculty member under Section 15.6 above as part of the dossier.
- e) Such other supporting material as the chairperson may wish to select from the individual dossier or to solicit from the faculty member.

- f) Specific recommendations for retention in rank, termination or non-renewal, promotion, or award of tenure, either early or mandatory, for all faculty except tenured full professors. For cases involving mandatory tenure decisions, the recommendations shall be submitted in proper time to meet the requirements of Section 19.5 of this Agreement. When, through promotion, if granted, the faculty member becomes eligible for tenure because of the higher rank, tenure and promotion shall be considered simultaneously.

15.8.2 Inclusion of Department Evaluation. In writing evaluations, the department Chair shall give full consideration to all opinions and evaluations obtained by consultation with the department faculty. At the time the Chair submits their evaluations to the Dean the Chair shall append a detailed description of the department's consultation process and such peer evaluations as may be utilized under Section 15.7 above.

- 15.9 Right of Response. The faculty member shall submit to the Dean such written comments as they may wish to make in response to the chairperson's written evaluation at the same time this evaluation is submitted to the Dean, and they shall provide a copy to the chairperson. Lack of response shall not be construed as agreement by the faculty member with the chairperson's evaluation.
- 15.10 Distribution and Access. Distribution of the chairperson's written evaluation shall be limited under the provisions of Section 15.8. Access to the evaluation shall be limited to the faculty member, the chairperson, the Dean, Provost, and the President. All material pertinent to the review, including such information, opinions, and evaluations as may be provided under Section 15.7, shall be made available to all parties concerned, except that peer evaluations prepared prior to July 1, 1979, shall be made available only in cases of a grievance at any level under Article XXIV, Grievance Procedure.
- 15.11 Pre-tenure review. The Dean's written evaluation of all pre-tenure reviews shall be forwarded to the faculty member no later than February 15. By February 15 of the fourth year of appointment of tenure-track assistant professors, the Dean shall forward their written evaluation (copying the chair and faculty member) and the complete dossier to the Provost. By the end of the academic year the Provost shall provide their evaluation to the faculty member of progress toward promotion and tenure, copying the chair and dean. Faculty with more than one (1) year of credit toward promotion and tenure at the time of hire are not eligible for such evaluation. All rights granted to the Provost under this Agreement, including, but not limited to, those enumerated in Article XV through Article XX are retained.
- 15.12 Student Feedback on Courses and Teaching. A student course and teaching feedback instrument (formerly called the student evaluation of teaching [SET]) shall be administered as recommended by the Joint AAUP-University Committee on Student Evaluation of Teaching and approved by the Association and the University. Student feedback results are to be regarded as but one source of information about a faculty member's teaching

and used per the stipulations below.

15.12.1 Student feedback shall not be considered as the only or principal evidence of teaching effectiveness as long as the faculty member includes in their review packet other meaningful evidence of teaching effectiveness as the faculty member may choose and includes a description of how that evidence was gathered and summarized (see Appendix B for guidance).

15.12.2 Departments and colleges may not use a numerical minimum score from a student feedback instrument in review, promotion and/or tenure standards (e.g., that a faculty member must achieve a score of “4 out of 5” on the “excellent teacher” or any other variable).

15.12.3 Quantitative results from the student feedback instrument may be used as one factor in promotion and/or tenure decisions. The response rate shall be considered when evaluating IDEA results. Such results may be factored into a decision to deny tenure and/or promotion if they reveal a pattern of students reporting little or no progress in meeting relevant course objectives in a majority of courses over five (5) or more semesters.

15.12.4 Only faculty shall receive reports of students’ qualitative comments from the student feedback instrument. Faculty may include the qualitative comments in their review packet as long as all comments are included. Such comments alone may not be used in decisions to deny or grant promotion and/or tenure

15.13 Procedures in Colleges and Divisions Without Chairpersons. In the case of a college or division within the University in which no formal departmental structure exists, the Provost shall appoint a committee of no fewer than three (3) tenured faculty from within the college or division who will fulfill the responsibility of department chairperson specified in Section 15.8 unless the faculty of that college elects to assign those duties to the Dean of that college. In such cases the Dean shall make every effort to comply with review timetables of the department chair.

## **Article 16: PROMOTION**

16.1 Criteria for Promotion. Promotion shall be based upon a faculty member’s accomplishments in teaching, research, and service. Clinical Faculty research expectations are limited to practice scholarship as defined in “Definitions”. There are no research criteria for Assistant Teaching Professors, Associate Teaching Professors, and Teaching Professors (see Article 25.3).

16.2 The provisions of Article XV, the Review Process, provide the basis for promotion. If a faculty member is not recommended for promotion by their Dean or is denied promotion by the President, the faculty member shall receive a written statement from the Dean or President providing guidance as to what accomplishments would be necessary to achieve promotion.

16.3 A faculty member may be promoted at any time under the prescribed procedures. Either the department chairperson or the faculty member may initiate a request for promotion. The department chairperson shall forward such requests, peer evaluations, the chairperson's recommendation, and supporting materials to the Dean under the provisions of Section 15.8.1 (f) of Article XV, The Review Process.

If a chair is being considered for promotion, the chair may nominate another faculty member to serve for them as the chair does for other faculty members.

16.3.1 After receiving the chairperson's recommendation(s) on December 1, the Dean shall meet as soon as possible with the department chairperson to discuss the status of each faculty member recommended for promotion. Following the conference with the chairperson, but no later than February 15, the Dean shall convey their decision in writing to each individual under consideration, with a copy to the department chairperson.

If the Dean does not support a recommendation for promotion submitted by the chairperson, the Dean shall state the reasons for such denial in his/her written communication.

16.3.2 The faculty member may submit to the Provost such written comments as the faculty member wishes to make in response to the Dean's written evaluation. The faculty member shall provide a copy of the response to the Dean.

16.3.3 Lack of response shall not be construed as agreement by the faculty member with the chairperson's evaluation.

16.3.4 The Dean's recommendation shall be forwarded to the Provost for transmittal to the President no later than February 15. A copy of the Dean's recommendation, whether positive or negative, shall be forwarded to the faculty member no later than February 15. Whether the Dean's recommendation is positive or negative, the faculty's dossier will be forwarded to the Provost for transmittal to the President no later than February 15. The President (or the Provost acting as the President's designee) shall take appropriate steps to decide whether or not to promote the individual and to notify all parties concerned no later than April 15, and if positive to make public such promotions at that time. If the promotion brings with it the award of tenure because of the higher rank, the President shall notify all parties concerned of the President's recommendation for promotion, but the President shall also stipulate that the promotion cannot be final until approval of the tenure by the Board as specified under Article 20 Tenure Process. Names of those for whom tenure is thus a factor shall not be included on the publicized list but shall appear on a supplemental list after approval of tenure by the Board.

16.3.5 If the Dean believes that a faculty member who does not receive recommendation from the chairperson should nonetheless be promoted, the Dean shall make their recommendation to the chairperson at the time

of the meeting called under Section If the Dean receives no recommendations for promotion from a department chairperson, but believes that a promotion or promotions within that department are in order, the Dean shall request the chairperson to meet with the Dean to discuss the matter. If the chairperson does not agree that any promotion is in order, the Dean may initiate the recommendation.

16.3.6 If the Dean initiates a recommendation for promotion, the Dean shall inform the individual involved in writing, with a copy to the department chairperson, and shall also inform the chairperson at the same time, in writing, of the reasons for the Dean's decision. Once the Dean has initiated a recommendation for promotion, the recommendation shall proceed as all other recommendations as provided in Section 16.3.2

16.3.7 The faculty member, at any time in the promotion process, may ask that their name be removed from consideration.

16.4 If the department chairperson and the Dean disagree as to the promotion of a faculty member, or if the recommendation for promotion is supported only by the Dean or by the department chairperson, then the President's decision in regard to promotion shall not be grievable beyond the President's level so long as the decision is based upon the President's professional judgment.

16.5 If the President disagrees with the decision of the department chairperson and the Dean to promote, or if the President disagrees with a recommendation initiated by the Dean under Section 16.3.3, the faculty member, regardless of time in rank, may file a written grievance of the President's decision at the President's level within the established grievance procedures.

16.6 Faculty promoted between 7/1/2022 through 7/1/2025 shall receive the following annual salary increases effective the date of their promotion:

Associate Teaching Professor	\$1,000		
Teaching Professor	\$2,000		
Associate Professor	\$5,000 (AY)	\$6,000 (CY)	
Professor	\$7,500 (AY)	\$9,000 (CY)	

\* The salary increases above will be applied if the faculty member's salary is already above minima of promotional step.

#### **Article 17: NON-RENEWAL**

17.1 Notice of Non-Renewal. Notice of Non-Renewal, or of intention not to recommend renewal of faculty members in the ranks of assistant professor, associate professor, and professor who have not yet acquired tenure shall be given in writing by the Dean, Provost, or the President, in accordance with the following standards: 1) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or if a one-year appointment terminated during an academic year, at least three (3) months in

advance of its termination; 2) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; at least one academic year before the expiration of an appointment after two or more years of service. Reasons for non-reappointment shall be given in writing by the person making the decision. A copy of the notice and reasons shall be provided to the Union at the same time.

- 17.2 Promotion of Instructors. Contracts shall be given to an instructor for a maximum period of four (4) years, a copy shall be forward to the Union at the same time. At the end of each contract year, the instructor shall be eligible for reappointment in rank, contract termination or promotion, a copy shall be forward to the Association at the same time. If the instructor is not to be reappointed, the faculty member and the Association must be informed at least three (3) months in advance of termination except that at the end of the third year, if it is known that the instructor will not or cannot be promoted at the end of the fourth year, the instructor must be informed of this fact before the faculty member receives the fourth-year appointment. Any instructor who remains through the fourth year with the assurance of reappointment at the end of that year, must also be assured of promotion to an assistant professorship effective at the beginning of the fifth year. Nothing in this paragraph shall be construed to mean that an instructor cannot be promoted before the end of four (4) years. Upon recommendation of the department, the President may, under special conditions, extend the appointment for a maximum of one (1) year.

#### **Article 18: STATEMENT OF PRINCIPLES OF TENURE**

- 18.1 Statement of Principles of Tenure. The purpose of any system of tenure is two-fold: 1) to protect the individual; 2) to protect the institution. The University during a stated number of years has the opportunity to observe and evaluate the capabilities and services of a faculty member. Each time a contract comes up for renewal, the administration is charged with the responsibility of judging all the qualifications of every faculty member. This should be an affirmative and not a passive judgment. Upon this judgment must be based a decision not to reappoint those who have failed to adapt themselves to the standards of this institution, or to promote those who have achieved beyond the normal expectations or who have performed satisfactorily over a period of years. No system of tenure will work unless the administration acts with firmness in not renewing contracts of those who are not adapted by training, experience, or temperament to the institution. It goes without saying that lack of success here does not necessarily imply lack of success elsewhere. In most instances, persons whose contracts are not to be re-renewed should be aided by the administration in obtaining another position.

After a faculty member has served an apprenticeship for a specified number of years and has been found worthy of retention on the faculty, the faculty member should be granted tenure and be given the assurance of continuous appointment which cannot be terminated except for cause after the individual has been accorded the rights of due process.



## **Article 19: ELIGIBILITY FOR TENURE**

- 19.1 Instructors shall not be eligible for tenure.
- 19.1.1 Tenure Track faculty on part-time appointments at the rank of assistant professor, associate professor shall be eligible for tenure, provided the time requirements are equivalent to full-time service.
- 19.2 Assistant Professors shall be eligible for tenure when they have accumulated five (5) years of full-time service, credited as follows: years of service in the rank of instructor at the University of Rhode Island; years of service in the rank of assistant professor (or its equivalent) at the University of Rhode Island; years of service at another accredited four-year academic institution in the rank of assistant professor or above, to a maximum of three (3) years of credit. The amount of credit to be allowed toward tenure for service at other institutions shall be indicated in the initial appointment letter. For an assistant professor, a decision whether or not to award tenure must be made no later than the end of the sixth year of full-time service. Tenure will be granted prior to the mandatory year only in unusual circumstances. It is understood that when a faculty member has been on sick leave, family leave, or military or military training leave for at least six weeks within an academic year the tenure clock shall be extended upon the faculty member's notification to the Dean and Provost provided such notification is made as soon as possible but in no event less than one year prior to the mandatory tenure decision date.
- The mandatory tenure decision year of a non-tenured faculty member who becomes the biological or adoptive parent of a child under the age of twelve (12) shall be delayed by one year upon written notification of the birth or adoption by the faculty member to the Dean and Provost, provided such notification is made as soon as possible but in no event less than one year prior to the mandatory tenure decision date.
- Faculty who notify the Dean and Provost of a tenure clock extension due to the circumstances above, reserve the right to apply for promotion and tenure according to the tenure clock in their original appointment letter.
- Tenure clock extensions for any other leave shall only be granted at the discretion of the President (or designee) and in highly unusual circumstances.
- 19.3 Associate Professors who have completed a minimum of two (2) years of full-time service at this institution shall be eligible for tenure. Tenure may be awarded to become effective beginning with the third, fourth or fifth year. A tenure decision relating to the fifth year shall be a mandatory tenure decision (see Section 19.5). Tenure will be granted prior to the mandatory year only in unusual circumstances.
- 19.4 Professors shall be eligible for tenure beginning with the first year of full-time service. Tenure may be awarded to become effective beginning with the first, second, third or fourth year. A tenure decision relating to the fourth year shall be a mandatory tenure decision (see Section 19.5). For initial appointments with tenure, the department chairperson shall consult with all tenured members of the

appointing department and report on the recommendations to the college Dean for consideration prior to offering the appointment to the individual. The Dean shall then forward their recommendation to the Provost. Tenure will be granted prior to the mandatory year only in unusual circumstances.

- 19.5 Mandatory Tenure Decisions. Whenever a faculty member, in accordance with Sections 19.2, 19.3, 19.4 preceding, has accumulated sufficient years of service that a mandatory tenure decision is required, one of the following decisions must be made: 1) award tenure to the faculty member; 2) terminate the affiliation of the faculty member with the University. For cases in which mandatory decisions are necessary, the process shall follow articles 15 and 16. If in the instance of a mandatory tenure decision it is determined that a faculty member will be denied tenure, the faculty member shall be notified in writing with reasons stated for denial by the President of the University at least twelve (12) months in advance of the date the faculty member is required to terminate their affiliation with the University.
- 19.6 Credit Toward Tenure. A full academic year of service (dating from the beginning of the academic year) shall accrue credit of one (1) year toward tenure. Service begun after the start of the academic year will not accrue credit toward tenure.
- 19.7 Should a person who has held the position of Research Associate at this University be employed by the University at some later time in the rank of instructor or above on a full-time basis, the faculty member shall be credited with one (1) year toward tenure for each two (2) years of prior employment under such title, to a maximum of two (2) years of credit.

## **Article 20: TENURE PROCESS**

- 20.1 The Process for Granting Tenure. The department Chairperson shall be responsible for initiating formal proposals for granting tenure to members of their department. The Chair shall prepare a report annually according to procedures described in Section 15.8 of Article XV, the Review Process.
- 20.2 After receiving the written report, the Dean shall meet with the department chairperson to discuss each proposal. After the meeting, the Dean, by February 15, shall state in writing to the department chairperson the Dean's decision concerning each proposal. The Dean shall forward to the Provost for transmittal to the President no later February 15 the Chair's recommendation concerning tenure. In the event of a denial of tenure, the Dean shall state his/her reasons in writing. The faculty member and the department chair shall receive copies of this letter.
- 20.3 The President or Provost acting as designee shall have until April 15 to decide on the Dean's recommendation and the faculty's promotional package, if applicable. The President (or Provost) shall communicate such decision to the faculty member with copies to the dean and the department chair. In cases where the President recommends tenure the President's decision shall be forwarded to the Board for inclusion on the next upcoming available meeting.
- 20.4 If a faculty member disagrees with the decision of the President, the faculty

member may file grievance at the President's level, in accordance with the time limits of the grievance procedure, Article XXIV.

- 20.5 If tenure is denied by the Board, the individual may proceed to arbitration in accordance with Section 25.3.
- 20.6 If through the granting of tenure a faculty member may also be eligible for promotion, tenure and promotion shall be considered at the same time.
- 20.7 The faculty member may at any time in the tenure process ask that their name be removed from consideration.

### **Article 21: FAIR DISCIPLINE AND DISCHARGE**

- 21.1 Fair Discipline and Discharge. This article applies to all members of the bargaining unit during the term of their appointment.
- 21.2 The parties wish to encourage open communication between administrators and faculty and agree that, whenever possible, problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.
- 21.3 The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.
- 21.4 Discipline shall be for just cause. Members of the faculty may be disciplined by removal, suspension with or without pay, or any lesser form of discipline for one or more of the following reasons:
  - a) Gross Incompetence;
  - b) Neglect of duty;
  - c) Physical or mental incapacity that is permanent in nature;
  - d) Moral turpitude. This provision shall not be interpreted so as to constitute interference with academic freedom.
- 21.5 Disciplinary proceedings shall be initiated only by the President of the University, who shall serve a written notice of intent to prefer charges upon the faculty member which shall set forth:
  - a) The specific charges against the faculty member;
  - b) The proposed penalty.
- 21.6 Within 15 days of service of the written notice of intent to prefer charges, a meeting shall be conducted by the President or the President's designee, with the faculty member who may be accompanied by a representative of the AAUP, to discuss the notice, the proposed charges, the proposed penalty, and the basis of the charges.
- 21.7 Within 15 days of the meeting described above, the President shall, in writing, either:

- a) Withdraw the notice of intent to prefer charges, or
- b) Prefer charges, including a recommended penalty.

Within 10 days of the receipt of the President's letter, the faculty member shall, in writing, either:

- a) Accept the President's decision, or to appeal it, under 25.3 of the collective bargaining agreement. If URI/ AAUP decides to proceed to arbitration, the President's recommended penalty for faculty shall be held in abeyance up to six (6) months from the effective date pending the arbitrator's decision.

At arbitration, the burden of proof shall be on the University, which proof shall be by clear and convincing evidence.

## **Article 22: LEAVES**

### **22.1 Sabbatical Leaves.**

A. Definition. Sabbatical leaves of one half (1/2) year at full pay or one full year at half (1/2) pay are intended to provide faculty with an uninterrupted period for scholarly enrichment, typically for research or creative activities.

#### **B. Eligibility.**

1. A faculty member is first eligible for sabbatical leave when the faculty member has served full-time at the University for a period of at least six (6) academic years and, by the time of the sabbatical leave, has achieved the rank of associate professor or above with tenure or is a clinical full professor.
2. Subsequent eligibility occurs by serving periods of a minimum of six (6) full academic years following the year of a prior sabbatical leave. A faculty member shall not be eligible for consecutive or multiple periods of sabbatical leave within a six (6) year time period regardless of the time between sabbatical leaves. If a faculty member's sabbatical leave is postponed by the University because of replacement or other operational difficulties, time toward a subsequent sabbatical leave begins at end of the year that the sabbatical was originally scheduled. If a faculty member is granted permission to postpone their sabbatical leave, the time toward a subsequent sabbatical leave begins at the end of the year that the sabbatical was taken.
3. No more than five percent (5%) percent of the total number of tenured and tenure-track faculty and clinical full professors shall be eligible for sabbatical leave during a single fiscal year. This number is determined by the faculty census of September 15 of the prior fiscal year.

#### **C. Procedures.**

1. The criteria and guidelines for sabbatical leave shall be posted on the Provost's Office website. The Association will receive prior notice of changes in criteria and guidelines.

2. A faculty member who desires a sabbatical leave shall apply in writing to their department chairperson who, no later than September 15 of the fiscal year prior to the period of leave, shall provide the dean a written evaluation of the request and a plan for carrying on the faculty member's work during the period of absence. If replacement is needed, the chairperson must specify the nature of replacement in the evaluation submitted to the dean (e.g., overload teaching, a part-time faculty member, or temporary lecturer).
  3. The dean may deny a request for sabbatical leave if the dean can demonstrate that the faculty member's absence will place an undue burden on the department, program, or college. By October 15 of the fiscal year prior to the period of leave, the dean shall forward all requests for sabbatical leave not denied for the previously stated reason to the Provost's Office with their recommendations.
  4. If applications for leave exceed the number that can feasibly be granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since granting of the last sabbatical leave.
  5. The Provost (or the Provost's designee) shall create a sabbatical proposal review committee of no fewer than five (5) faculty members. The committee shall reflect the disciplinary scope of the University and may include tenured and clinical full professors. The committee's decisions shall be guided by the posted criteria for sabbatical leave.
  6. By December 1 of the fiscal year prior to the period of leave, the Provost (or the Provost's designee) shall inform faculty of the status of their application, i.e., approved, conditionally approved, placed on a waiting list, or denied. A list of such decisions will also be provided to the Association. Such determinations are not subject to the grievance procedure as long as the total number of leaves granted is not less than 5% of the eligible faculty.
  7. A faculty member whose application for sabbatical leave has been denied shall be entitled to know the reasons for the denial.
  8. By January 15 of the fiscal year prior to the period of leave, faculty shall notify the Provost's Office of their acceptance or rejection of the offered leave. Requests for postponements or changes in the conditions of the leave (e.g., its length) shall be granted after January 15 only in extenuating circumstances. Faculty must seek permission for such changes from their chair and dean before requesting a change from the Provost's Office.
- D. Other terms and conditions.
1. While on sabbatical leave, a faculty member is entitled to receive reimbursement for travel expenses, fellowships, grants-in-aid, and/ or financial assistance from sources other than the University so long as

such payments do not interfere with the purpose of the sabbatical (i.e. an uninterrupted period for scholarly enrichment). If a faculty member accepts paid employment (not including self-employment covered by Article XXII of this Agreement) during their sabbatical leave, such employment and the level of compensation must be reported to the University. The faculty member's University compensation may be reduced proportionately so as not to exceed its normal annual amount.

2. Faculty must return to the University for at least one (1) year following the year of sabbatical leave. If a faculty member fails to return for at least one (1) year following the year of sabbatical, they shall be required to reimburse the University for the total costs of compensation (including salary, fringe benefits, and expenses) incurred by the University during the period of sabbatical leave.
3. Within the semester following return from sabbatical leave, a faculty member must file a report of sabbatical activities with their dean, copying the Provost's Office. Failure to complete the goals stated in a sabbatical proposal may affect success in requests for future sabbatical leave.

22.2 LEAVE FOR GRADUATE STUDY. 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 year at one-quarter pay with the understanding that recipients shall, upon the termination of the leave, return to their duties at the University for a period of at least one (1) year. Application for leave shall be made in accordance with the time schedule prescribed for sabbatical leave in Section 21.1.E above. Shortly after their return to duty, the faculty member shall file a report of professional activities during the absence with the appropriate Dean. Only non-tenured faculty may apply for this leave.

22.2.1 Faculty on part-time appointment shall be eligible provided they meet the equivalent of the above time requirements.

22.3 SICK LEAVE. Sick leave with pay shall be granted to faculty covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from work due to illness, injury, or exposure to contagious disease and may include absence due to illness or death in the immediate family of the employee. Immediate family shall be defined as child, stepchild, spouse, domestic partner, parent or in-law.

The Administration may require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than five consecutive working days.

Every faculty member will be included in the non-classified accrued leave system upon appointment. Existing faculty shall carry forward any unused sick leave accumulated as beginning balances. Accrued rate for faculty will be at the rate of fifteen (15) working days per year to a maximum of one hundred twenty (120) working days.

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

22.3.1 DISABLED FACULTY. If after a faculty member has used all accrued sick leave, and the faculty member is still unable to resume the essential functions of the position, the faculty member shall be placed on short-term leave without pay for illness and shall either apply for disability insurance (ERS or TIAA as applicable) or apply for a leave without pay for illness for up to one year or resign their position. If the faculty member's application for disability insurance is denied, the faculty member shall apply for a leave without pay for illness for the balance of the academic year or resign their position. If the faculty member on leave is able to resume the essential functions of their position at the University before the expiration of the leave period, the University may assign other duties within the professional scope of the faculty member's position if teaching assignments are not available.

22.3.2 DISABILITY ACCOMMODATIONS. The Administration and the Association shall adhere to Federal and State laws and regulations as they apply to treatment and accommodations of persons with disabilities.

22.3.3 Faculty on part-time appointment shall accrue sick leave on a pro-rata basis.

22.4 SICK LEAVE ADVANCE. Faculty who have exhausted all sick leave and vacation may request to borrow sick leave. Full-time faculty (35 hours) may be permitted to borrow 70 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.

22.5 SICK LEAVE BANK. The administration and the AAUP shall establish a Sick Leave Bank Committee, consisting of two members appointed by the AAUP and two members appointed by the administration. All members of the bargaining unit will be automatically enrolled in the sick leave bank (and one sick day shall be deducted from their sick leave accrual) effective October 1st of each year, unless the member opts out of the bank, in writing, prior to October 1st. 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 21.4 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 60 days. Decision of the Sick Leave Bank Committee shall be final and not subject to the grievance and arbitration provisions of the contract.

## 22.6 FAMILY LEAVES.

### A. POLICY:

The primary purpose of a family leave is to provide a faculty member with support necessary to balance effectively employment and family needs. Family leave may be taken as parental leave, elder care needs, partner needs or other family needs. Paid and unpaid leaves are available. Accumulated sick leave may be utilized during family leave with appropriate medical documentation.

### B. DEFINITIONS:

Parental leave means leave by reason of the birth of a child of a faculty member or the placement of a child 16 years of age or less, with a faculty member in connection with the adoption of such child by the faculty member.

Family leave is for a family member, defined as a parent, spouse, domestic partner, child, mother-in-law, father-in-law, or other dependent family member. Family leave is granted by reason of serious illness of a family member. Serious illness is defined as disabling, physical or mental illness, injury, impairment, or condition that involves inpatient care in a hospital, nursing home, hospice or outpatient care requiring continuing treatment or supervision by a health care provider. The faculty member shall provide the University with written certification from a physician caring for the person who is the reason for the faculty member's leave, and such certification shall state the probable duration of the faculty member's requested leave.

22.6.1 PARENTAL LEAVE (Leave With Pay). Faculty members with one year or more of service shall be granted six (6) weeks of paid parental leave at the birth of a child or the placement of an adopted child under the age of twelve (12) years. Faculty members should provide at least one month's notice prior to the start of the leave, whenever possible. When additional time is needed beyond the six weeks because of medical reasons, that time may be charged to sick leave, with proper medical documentation.

22.6.2 Academic-year faculty members who have been unable to utilize their full six-week paid parental leave during an academic year are eligible to be assigned alternative work assignments for the semester immediately following the birth or adoption of a child. The alternative work assignments may be adjusted for the amount of paid parental leave that was utilized. Such assignment shall be made pursuant to Article XII. Normal salary payments will continue during this period. No faculty member will be penalized for making use of this policy.

22.6.3 LEAVE WITHOUT PAY. Upon written application and presentation of appropriate medical documentation, a faculty member may be granted a leave without pay, normally not to exceed six months, but may be renewed for an additional six (6) months for reasons of personal illness, disability or other purpose deemed proper and approved by the President. A faculty member on leave without pay shall be eligible for up to one (1)



year of state paid health benefits and when applicable must pay their share of the health insurance premium. If in unusual circumstances a leave is extended for more than one year, the employee must transfer to a direct payment plan for their health care if the employee wishes to maintain coverage.

22.6.4 Faculty on part-time appointment shall be eligible for parental benefits.

22.7 PARTIAL LEAVE. For the same reasons listed in 21.3 and 21.6 or for other personal reasons, or professional reasons (e.g., to pursue a fellowship), a faculty member may request a reduced workload with a commensurate reduction in salary. Such reduced workload will not normally extend beyond one year. For the first year, if the workload is at least half-time, health benefits shall be continued at the employer's expense. No health benefits shall be granted if the workload is less than one-half or more than one year.

22.8 BEREAVEMENT LEAVE. Faculty on calendar year appointments shall be granted four (4) days leave with full pay for a death in the immediate family. Immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, and any person living in the employee's household. Any days needed beyond the four (4) days may be taken from sick leave.

22.9 RETURN TO DUTY AFTER LEAVE. Normally, a member of the faculty shall return to at least the same rank and salary they had at the University at the time the faculty member's leave began.

22.10 LEAVE WITHOUT PAY. Leave of absence without pay shall be granted by the President to a member of the faculty for good cause. A leave normally shall not be granted for a period of more than one (1) academic year. In exceptional circumstances, however, leave without pay for a period longer than one (1) year may be granted.

22.11 ANNUAL VACATION. The annual vacation for a member of the faculty on the calendar year (twelve 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.

Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. Faculty who transfer from calendar to academic year will take the initiative to discharge all accrued vacation prior to the date of transfer. The faculty member shall receive notification of transfer one year prior to the effective date.

Vacation schedules shall be agreed to by the faculty member, chair, and the dean or director. Payments for accrued vacation will be made only if there has been no opportunity to discharge such vacation.

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.

22.11.1 Calendar-year faculty on part-time appointment shall accumulate annual vacation on a pro-rata basis.

- 22.12 TERMINATION. When the service of a calendar year member of the faculty is terminated by resignation, retirement or death, if such member shall not have used actual vacation time equal to the vacation credits outstanding on their account the faculty member, or estate, shall be entitled to receive full pay for each day of vacation leave to the faculty member's credit as of the date of termination with the following exception: If members of the faculty request release from their contract before the end of the fiscal year, they shall forfeit all vacation credits for that year and any credits previously accumulated in excess of twenty- two (22).
- 22.13 MILITARY LEAVE. Every member of the faculty covered by this Agreement who has left or shall leave their 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 the National Guard, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and shall be 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. Re- enlistment or other continued service in the armed forces resulting from a choice by the faculty member shall serve to cancel such leave.
- At the conclusion of such military leave of absence, the faculty member shall be returned to their 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.
- 22.14 MILITARY TRAINING LEAVE. Faculty members covered by this Agreement who by reason of membership in the United States Military, Naval or Air Reserve or the National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the faculty member be required to participate in such training activities for a period greater than fifteen (15) days, the faculty member shall be granted leave without pay for this purpose. During the period of military training leave with pay, the faculty member shall accrue sick leave credits.
- 22.15 PERSONAL LEAVE. Calendar year Library faculty shall be entitled, with prior approval of the appropriate Dean, to two (2) personal days per calendar year to attend to personal or professional matters which cannot be attended to outside of the normal seven-hour workday. The taking of this personal time shall not interfere in any way with the faculty member's performance of their duties and responsibilities at the University. Personal days shall not accumulate from year to year and shall accrue at the rate of one personal day every six (6) months. A faculty member shall submit their request for a personal day to the Dean with at

least five working days' notice.

### **Article 23: OUTSIDE PROFESSIONAL ACTIVITIES**

- 23.1 The faculty member's primary professional responsibility is to perform fully all of the faculty member's University duties and assignments.
- 23.2 The University expects that no faculty member will engage in any outside professional activities which may prevent the faculty member from fulfilling that obligation.
- 23.3 Outside professional activities. Outside professional activities for financial gain such as writing, consultation, provision of clinical or professionally related commercial services, research and artistic activities are desirable when not pursued to the extent that they conflict with the discharge of professional responsibilities and duties required by this Agreement. Faculty members may engage in professionally relevant outside consulting provided: 1) that the faculty member advises the department chairperson in writing in advance of the consulting; 2) that the Dean or the Provost may require the faculty member to cease such outside consulting if it conflicts with the normal duties of the faculty member; 3) that any and all use of the University's personnel, facilities, services, or equipment in conjunction with a faculty member's outside consulting be approved by the Vice President for Research in writing in advance of such use; and 4) that arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the University at such sums as determined by the Dean in consultation with the chairperson unless specifically authorized by the Vice President for Research; 5) the funds reimbursed to the University shall be administered by the Vice President for Research and Economic Development and are available to be used for faculty professional development.

### **Article 24: RETRENCHMENT**

- 24.1 Retrenchment as the result of financial or program curtailment shall be applied in the following manner:
  - a) Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar position in the unit, department, or program, as appropriate.
  - b) Prior to retrenchment notice, the President of the University or designee shall notify the Association of the President's intention to effect retrenchment. If the Association requests, the President, or designee shall meet with representatives of the Association to discuss retrenchment.
  - c) Under normal circumstances, and consistent with the educational mission of the department or program affected, termination shall first take place as follows:
    - 1. Among tenure-track faculty in inverse order of full-time equivalent service.

2. Among non-tenure track faculty before tenure-track faculty and in inverse order of length and service.
- d) The President will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide at least one (1) semester's notice for temporary faculty and one (1) year's notice for continuing faculty.
  - e) Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the University 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 University shall make every reasonable effort to place an incumbent so separated within the University, provided that a suitable position for which the person is otherwise qualified is available for such appointment.
  - f) The original appointment shall mean the date of first appointment to University service, followed by continuous and uninterrupted service within the University up to the time of reduction and abolishment of positions. Authorized leave of absence shall not be deemed an interruption of service with the University. In the event an incumbent believes such date has been incorrectly determined, they shall so advise the University, and indicate the date the faculty member believes to be correct.

#### **Article 25: GRIEVANCE PROCEDURE**

- 25.1 For the purpose of this Agreement, the term "grievance" means any difference or dispute with respect to the interpretation, application, or violation of any of the provisions of this Agreement that shall be presented in writing.
- 25.2 There shall be a grievance procedure as follows:
  - a. A written grievance shall be presented at the level on which the grievance occurs (Dean, President, or Commissioner) by the aggrieved faculty member or by the Association within twenty (20) calendar days, exclusive of holidays and days when classes are canceled due to emergency conditions, after the faculty member knew or should have known of the occurrence of such grievance. A copy of all grievances filed will be furnished by the University to the Association at the time of filing. Working days during the winter recess and spring recess shall not be used to compute the time limitations contained in this article.
  - b. In cases where the grievance originates with the Dean, the aggrieved faculty member or Association Member and member's Association representative(s) shall meet with the Dean within twenty (20) calendar days after filing the grievance. The Dean shall attempt to settle the grievance and render a written decision including reasons within ten (10) calendar days after the close of the meeting. Absent a waiver under Section 24.2(i), the grievance shall proceed automatically to the next level.

- c. If the grievance is not resolved through (b) or if the grievance originates with the President, the aggrieved or the Association shall submit the grievance in writing within ten (10) calendar days, exclusive of holidays and days when classes are canceled due to emergency conditions, to the President. The President or designee shall meet within fifteen calendar days of the receipt of the grievance with the aggrieved faculty member or Association Member and member's representative of the Association. Within five (5) calendar days of the conclusion of the hearing, the grievant or the Association may present to the President a written statement or summary of the grievance arguments as part of the grievance record. A decision including reasons shall be rendered in writing by the President within fifteen (15) calendar days of the completion of the hearing, or of receipt of such written statement.
- d. Each grievance in writing shall contain a statement of the facts giving rise to the grievance and the relief requested.
- e. It is also agreed that in all cases of dismissal the aggrieved and/or the Association committee may go immediately to Section 24.2(c) of the grievance procedure. It is further agreed that either party to this Agreement may submit a grievance to each other and proceed immediately to 24.2(c) above.
- f. Any grievance not resolved in levels (a) through (c) shall automatically proceed to the next level.
- g. The periods set forth above are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.
- h. Time limits may be waived by agreement in writing by the parties, including the aggrieved or the Administration.
- i. The aggrieved and/or the Association may withdraw the grievance at any time during the process.
- j. 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 shall have the right to assist the aggrieved at any step of the grievance procedure.

25.3 Arbitration. All submissions to arbitration must be made within four (4) weeks after the grievance procedure decision under Section 25.2(d) above.

If a grievance is not settled under Section 25.2, such grievance shall, at the request of the Association or the Board, be referred to Labor Relations Connection or the American Arbitration Association in accordance with its rules then obtaining.

The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

Only grievances arising out of the provisions of this Contract relating to the application, interpretation or violation thereof may be submitted to arbitration.

25.4 The Burden of Proof under the Grievance-Arbitration Process.

In any case of non-renewal, the burden of proof of the denial of due process, legal rights, academic freedom, arbitrary or capricious action shall be on the grievant, which proof shall be by a preponderance of evidence.

In any case of dismissal under tenure, the burden of proof shall be on the University, which proof shall be by clear and convincing evidence.

In any case dealing with promotion and award of tenure, the burden of proof shall be on the grievant, which proof shall be by a preponderance of evidence. The factors to be considered will be those enumerated in the Article titled Review Process, Section 15.6.1 insofar as they apply.

**Article 26: CLINICAL FACULTY, FACULTY OF PRACTICE, RESEARCH FACULTY, ASSOCIATE TEACHING PROFESSORS, AND TEACHING PROFESSORS**

26.1 CLINICAL FACULTY AND FACULTY OF PRACTICE

The provisions of this article apply to non-tenure track clinical and faculty of practice.

26.1.1 CLINICAL FACULTY: Clinical faculty shall be appointed in Pharmacy, Nursing, and other departments to contribute to the instruction, practice scholarship, supervision and service in a clinical, laboratory, or experiential setting. Non-tenure track clinical faculty will have salaried appointments of more than 20 hours per week (greater than 50% FTE) that exceed or are expected to exceed one year in duration and are supported wholly or in part on general revenue funds. Non-tenure track clinical faculty and faculty of practice shall not be tenured and are not eligible for tenure or permanent status.

26.1.2 Clinical Assistant Professor shall hold a terminal or appropriate professional degree in the clinical field with training and experience in an area of clinical specialization. There must be clear evidence of a high level of ability in clinical practice, training, and teaching. Initial appointments for Clinical Assistant Professor positions shall be for two (2) years with possible extension following a review. The second appointment cycle will be for a period of three (3) years with possible three-year extensions.

26.1.3 Clinical Associate Professor - In addition to the qualifications required of a Clinical Assistant Professor, the appointee shall have had extensive successful experience in clinical practice in a field of specialization and in working with and/or directing others (such as professionals, faculty members, graduate students, fellows, and residents or interns) in clinical activities in the field. The appointee must also have demonstrated superior clinical practice and teaching ability and accomplishments. Appointments for Clinical Associate Professor positions shall be for four (4) years with

possible reappointments.

26.1.4 Clinical Professor – In addition to the qualifications required of a Clinical Associate Professor, the appointee shall have demonstrated a degree of excellence in clinical practice and teaching sufficient to establish an excellent regional and national reputation among colleagues. The appointee shall also have demonstrated extraordinary professional competence and leadership. Appointments for Clinical Professors shall be for five (5) years with possible reappointments.

26.1.5 Clinical Faculty:

- a) They shall not be eligible for tenure. (Articles XVII, 18.1, Article XIX and XX of this contract do not apply nor do any statements regarding tenure such as but not limited to 15.6.1 (i).
- b) They shall not participate in tenure decisions for tenure track faculty.
- c) Clinical Assistant and Associate faculty shall not be eligible for sabbatical, educational or graduate study leaves (Article 21.1, 21.2). Clinical Full Professors shall be eligible for sabbatical leave.
- d) Retrenchment of non-tenure track clinical faculty shall be consistent with Article XXIII.
- e) Retrenchment of non-tenure track clinical faculty shall be grievable according to the provisions of Article XXIV. The burden of proof based on this article, is on the individual to show that the decision was arbitrarily reached after consideration of expertise.
- f) Non-tenure track clinical faculty may participate in all department and/ or college matters other than those explicitly excluded in this Article with the approval of the department and/or dean of the college.
- g) Non-tenure track clinical assistant professors shall be reviewed annually. Non-tenure track clinical associate professors shall be reviewed on the same time schedule of tenure track associate professors as provided for in Article XV, except that a review shall be conducted whenever requested by the faculty, department chair or Dean. Non-tenure track clinical professors shall be reviewed on the same time schedule of tenure track professors as provided for in Article XV, except that a review shall be conducted whenever requested by the faculty, department chair or Dean. Clinical faculty may be exempted from the requirement of external letters by agreement of the faculty member, chair (in colleges with departments), and dean.
- h) Clinical Assistant Professors will be eligible for promotion to Clinical Associate Professor after five (5) years of full-time service unless granted credit toward promotion at the time of hire, with such credit

limited to three (3) years. A promotional decision will be made by the University administration in the spring of the sixth year; this means that the department must consider your candidacy for promotion no later than the fall of the sixth year in accordance with the promotional process as outlined in Article XVI.

- i) Clinical Associate Professors will be eligible for promotion to Clinical Full Professor after six (6) years of service as a Clinical Associate Professor unless granted credit toward promotion at the time of hire, with such credit limited to three (3) years. Faculty applying for promotion to Clinical Full Professor must submit their dossier no later than October 1 of the academic year in which they seek promotion in accordance with the promotional process as outlined in Article XVI.

## 26.2 FACULTY OF PRACTICE

The provisions of this section apply to non-tenure-track Faculty of Practice. Non-tenure track Faculty of Practice will have salaried appointments of more than twenty (20) hours per week (greater than 50% FTE) that exceed or are expected to exceed one (1) year in duration and are supported wholly or in part on general revenue funds. Non-tenure track clinical faculty and faculty of practice shall not be tenured and are not eligible for tenure or permanent status.

26.2.1 Faculty of Practice: Full-time or part-time, non-tenure track academic year faculty whose primary duties and responsibilities are teaching. Appointments to Faculty of Practice positions are reserved for accomplished or distinguished individuals that have demonstrated skills and expertise acquired in their chosen field of practice. Examples include, but are not limited to, leaders in business, engineering, science, theatre, dance, music, and art. Appointees to the position of Faculty of Practice shall hold professional master's degrees or terminal degrees in the field or shall show evidence of equivalent capabilities by virtue of experience. Faculty of Practice will be appointed after being vetted with the department and with approval of the Dean. Appointment to the position of Faculty of Practice is on an annual basis for a period up to five years maximum. Salaries for Faculty of Practice shall not exceed those of tenure-track full professors.

26.2.2 Faculty of Practice:

- a) They shall not be eligible for tenure. (Articles XVII, 18.1, Article XIX and XX of this contract do not apply nor do any statements regarding tenure such as but not limited to 15.6.1 (i).
- b) They shall not participate in tenure and promotion decisions for tenure- track faculty.
- c) Faculty of Practice shall not be eligible for sabbatical, educational or graduate study leaves (Article 21.1, 21.2).
- d) Non-tenure track faculty may participate in all department and/or college matters other than those explicitly excluded in this Article



with the approval of the department and/or dean of the college.

- e) Faculty of Practice shall be reviewed annually.
- f) Instructional assignments and responsibilities shall be done in accordance with the University manual, and annual instructional assignments shall be made in consultation with the department chair and the approval of the Dean of the College. General expectations and duties will be documented in the appointment letter.
- g) The following do not apply to this Article as well: Article XI, XII, XVI, XXIV.

### 26.3 RESEARCH FACULTY

The provisions of this article apply to non-tenure-track research faculty employed to contribute primarily to the research mission of the institution and who have salaried appointments of more than twenty (20) hours per week (greater than 50% FTE) that exceed or are expected to exceed one (1) year in duration and are supported on non-general revenue funds. Non-tenure-track research faculty shall not be tenured and are not eligible for tenure or permanent status.

26.3.1 Assistant Research Professor shall have demonstrated research ability and potential for contributing to the research, scholarly or creative mission of the institution. Appointees should be qualified and competent to direct the work of others (such as technicians, graduate students, other research personnel). An earned doctoral degree will be a requirement for appointment at this rank. Appointment to this non-tenure-track faculty rank is dependent on extramural funding that supports the salary and fringe benefits of the individual and excellence in performance.

26.3.2 Associate Research Professor - In addition to the qualifications required of the Assistant Research Professor, appointees shall have extensive successful experience in research, scholarly or creative endeavors, the demonstrated ability to propose, develop, and manage major research projects. Appointment to this non-tenure-track faculty rank is dependent on extramural funding that supports the salary and fringe benefits of the individual and excellence in performance.

26.3.3 Research Professor - In addition to the qualifications required of the Associate Research Professor, appointees shall have demonstrated superior accomplishments to establish an excellent reputation among national or international colleagues. Appointees should have a record of outstanding scholarly production in research, publications, professional achievements or exhibit excellence in research leadership. Appointment to this non-tenure-track faculty rank is dependent on extramural funding that supports the salary and fringe benefits of the individual and excellence in performance.

- a) They shall not be eligible for tenure. (Articles XVII, 18.1, Article XIX

and XX of this contract do not apply nor do any statements regarding tenure such as but not limited to 15.6.1 (i).

- b) They shall not participate in tenure decisions for tenure track faculty.
- c) All fringe benefits costs (including but not limited to health, group insurance, retirement contributions) shall be shared in accordance with salary distributions.
- d) Research faculty shall not be eligible for sabbatical, educational or graduate study leaves (Article 21.1, 21.2).
- e) Non-reappointment of non-tenure track research faculty shall occur when extramural grant funding ends. Appointment of a non-tenure track research faculty shall end if the faculty does not fulfill the obligations of a grant.
- f) Non-tenure track faculty may participate in all department and/or college matters other than those explicitly excluded in this Article with the approval of the Department and/or the College as appropriate.
- g) Non-tenure track assistant research professors shall be reviewed annually. Non-tenure track associate research professors shall be reviewed every other year except that a review shall be conducted whenever requested by the faculty, department chair, or Dean. Non-tenure track research professors shall be reviewed every four (4) years except that a review shall be conducted whenever requested by the faculty, department chair or Dean. All ranks will be reviewed based on the expectations of the appointment letter and specific obligations of the grant award. Normally, Assistant Research Professors will be eligible for promotion to Associate Research Professor after five (5) years of full-time service. A promotional decision will be made by the University administration in accordance with the promotional process as outlined in Article 16.
- h) The following do not apply to this Article as well: Article XI, XII, 15.6.1(c) (non-funded research) and 15.6.1(g).

**26.4 ASSISTANT TEACHING PROFESSOR, ASSOCIATE TEACHING PROFESSOR, TEACHING PROFESSOR**

This provision sets forth all the terms and conditions that apply to non-tenure track temporary lecturers, Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors who are appointed to teaching and student advising assignments and the criteria stated within. This section of Article XXV applies to Assistant Teaching Professors who have been appointed to a teaching assignment of at least one (1) academic year and Associate Teaching Professors and Teaching professors that have been appointed to multiple year contracts. Inclusion in the bargaining unit

and coverage under this article shall begin upon the commencement of duties and continue as long as the individual continues to serve in an assignment which includes the equivalent of at least three (3) courses or nine (9) credits each semester. Excluded from the coverage of this are tenure track, clinical, research faculty and individuals hired on per-course basis or who otherwise do not meet the inclusion criteria set forth herein.

26.4.1 Temporary Lecturers are temporarily employed to cover courses for full-time faculty who are on leave or in administrative appointments or in some cases in the interval between the allocation of a new faculty position and the subsequent appointment of the new faculty. Temporary lecturers shall not be eligible for the promotional process to Associate Teaching Professor or Teaching Professor. However, if a temporary lecturer is employed in the same department (or nondepartmentalized college) for four consecutive years, and was appointed following an external search, they shall be eligible for promotion to Associate Teaching Professor.

26.4.2 In the event that a faculty member returns to their position prematurely from a leave, the temporary lecturer assigned as the leave replacement shall be given two weeks' notice of such return and the appointment shall be deemed to terminate upon return of said faculty member. In no event shall the University be responsible, under any circumstance, for compensating both the returning faculty member and the leave replacement for serving in or occupying said position.

26.4.3 Assistant Teaching Professors are defined as positions in which an individual may be appointed to multiple one-year appointments. Assistant Teaching Professors may be eligible for the promotional process to Associate Teaching Professor or Teaching Professor dependent on time in rank (see below) and degree attained.

The minimal requirement is a master's degree or the terminal degree in the discipline.

Appointments for Assistant Teaching Professor positions shall be for one year with possible annual reappointments following an annual evaluation/review of teaching and student advising performance.

26.4.4 Review of Assistant Teaching Professors, Senior, Assistant Teaching Professors, and Teaching Professors.

- a) Assistant Teaching Professors shall be evaluated annually, Associate Teaching Professors biennially, Teaching Professors triennially. Temporary lecturers shall be reviewed annually if they are reappointed after their first year.

Examples:

Annual review means that a faculty member who submitted a dossier on February 1, 2021, shall submit a dossier on February 1, 2022.

Biennial review means that a faculty member who submitted a dossier on February 1, 2021, shall submit a dossier on February 1, 2023.

Triennial review means that a faculty member who submitted a dossier on February 1, 2021, shall submit a dossier on February 1, 2024.

- b) Each faculty member shall prepare a dossier that includes contributions to the instructional program of the department, and evidence to demonstrate excellence in teaching and student advising.
- c) The review will include a classroom observation and assessment of teaching that will be conducted by the Chair or designee.
- d) Temporary Lecturers shall not evaluate any peers. Tenure-track faculty, tenured faculty, clinical faculty, Assistant Teaching Professors, Associate Teaching Professors, and Teaching Professor may participate in the evaluation of temporary lecturers and Assistant Teaching Professors. Tenure-track, tenured faculty, clinical faculty, Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors may act as the Chair's designee for observations and assessments of teaching.
- e) Tenure-track faculty, tenured faculty, Clinical Associate Professors, Clinical Professors, Associate Teaching Professors, and Teaching Professors may participate in the evaluation of Associate Teaching Professors. Tenure-track, tenured faculty, Clinical Associate Professors, Clinical Professors, Associate Teaching Professors, and Teaching Professors may act as the Chair's designee for observations and assessments of teaching.
- f) Tenure-track faculty, tenured faculty, Clinical Professor, and Teaching Professors may participate in the evaluation of Teaching Professors. Tenure-track, tenured faculty, Clinical Professors, and Teaching Professors may act as the Chair's designee for observations and assessments of teaching.

#### 26.4.5 Review Timeline:

- a) The Chair's observation shall be completed prior to December 1st and reflections shall be reduced to writing and provided to the faculty member prior to December 20. Faculty have a right to respond in writing to the written observation.
- b) The dossier and classroom assessment shall be submitted by the faculty member being reviewed on or before February 1st. The peer evaluations shall be completed by February 15. The Department Chairperson's evaluation shall be forwarded to the Dean by March

15th, a copy of the Chair's evaluation shall be given to the faculty member at least five (5) working days prior to submission to the Dean. The Dean shall forward the review of the faculty member by April 15th to the faculty member. For Colleges without departments, the dossier, assessments, and evaluations will be reviewed by the Dean.

- c) Right of response. All faculty have a right to respond to the written observation of classroom teaching and the response shall be included in the dossier. The faculty member shall submit to the Dean such written comments as the faculty member may wish in response to the chairperson's written evaluation at the same time the evaluation is submitted to the Dean, and the faculty member shall provide a copy to the chairperson. Lack of response shall not be construed as agreement by the faculty member.
- d) Should a person who has held the position of Temporary Lecturer at this University be employed by the University within five (5) years of termination as an Assistant Teaching Professor, Associate Teaching Professor, or Teaching Professor in the same department (or non-departmentalized college) the faculty member shall be credited with one (1) year toward promotion for each year faculty member was a Temporary Lecturer with a limit of three (3) years.

26.4.6 Associate Teaching Professor – Promotion to Associate Teaching Professor shall follow an evaluation/review of teaching effectiveness and student advising within the college at the end of the fourth year for promotion in the fifth year unless granted credit toward promotion at the time of hire, normally not to exceed two (2) years. The promotional procedure shall be evidence based. The eligible Assistant Teaching Professor shall compile and submit by February 1st a dossier to the Chair (or Dean in colleges without departments) that includes a teaching and advising portfolio that follows the Office of the Provost promotional format and the University's Student Evaluations of Teaching. The Department shall conduct a peer evaluation for promotion to Associate Teaching Professor. Each tenure-track and tenured faculty, Clinical Associate Professor, Clinical Professor, Associate Teaching Professor, and Teaching Professor member shall vote yes, no or abstain to promote. The Department Chair shall prepare a written evaluation of each eligible Assistant Teaching Professor under consideration. A copy shall be forwarded to the Dean of the College by March 15. The second copy shall be given to the Assistant Teaching Professor at least five (5) working days prior to the submission to the Dean. The Chair's written evaluation shall include: 1) A statement of the teaching and student advising duties and responsibilities of the individual Assistant Teaching Professor for the previous 4 years; 2) An evaluation of the quality and quantity of the Assistant Teaching Professor's teaching and student advising provided by departmental peers annually (see review) and an assessment of the

submitted teaching portfolio and University's student feedback on courses and teaching ; and 3) The Chair's specific recommendation to promote or not promote to Associate Teaching Professor. After receiving the Chairperson's recommendation, the Dean's decision shall be conveyed in writing to each Assistant Teaching Professor under consideration by April 15 and a copy of the decision shall be forwarded to the Provost.

If the promotion to Associate Teaching Professor is denied at the Deans level, the candidate may forward the dossier, the University's student feedback on courses and teaching, departmental peer reviews, classroom assessments, the Chair's recommendation, Dean's decision, and an evidenced based request for reconsideration of the denial to the President or Provost by May 1 for a final decision by May 15. Promotion to Associate Teaching Professor shall not be grievable under Article XXIV.

Appointments shall be based upon excellence in teaching and advising starting in the fifth (5th) year (unless given credit toward promotion in appointment letter) and shall be for periods of four (4) years with possible reappointments of four (4) years duration.

26.4.7 Teaching Professor – Promotion to Teaching Professor shall require a terminal degree in the appropriate discipline and shall follow a comprehensive review in the fourth year as Association Teaching Professor with demonstrated excellence in teaching effectiveness and student advising. Effective at the beginning of the fifth year after promotion to Associate Teaching Professor, an Associate Teaching Professor, who has shown excellence in teaching and advising, and effective service contributions, and has been on continuous appointments as an Assistant Teaching Professor and Associate Teaching Professor, may be recommended by the Chair and/or Dean to become a Teaching Professor with an initial six (6) year contract and possible six-year reappointments. Should a faculty member who possesses a terminal degree be hired at the Associate Teaching Professor level, they shall be eligible for promotion to Teaching Professor after four (4) years with promotion effective beginning with the fifth year, unless credit is given toward promotion at the time of hire, normally not to exceed two (2) years.

The promotional procedure to Teaching Professor shall be evidence based. The eligible Associate Teaching Professor shall compile and submit by February 1 a dossier to the Chair (or Dean in colleges without departments) that includes a teaching, advising, and service portfolio that follows the Office of the Provost promotional format and University's Student Evaluations of Teaching. The Department shall conduct a peer evaluation for promotion to Teaching Professor. Each tenure- track and tenured faculty, Clinical Professor, and Teaching Professor member shall vote yes, no or abstain on whether to promote to Teaching Professor. The Department Chair shall prepare a written evaluation of each eligible Associate Teaching Professor under consideration. A copy shall be forwarded to the Dean of the College by March 15. The second copy shall

be given to the Associate Teaching Professor at least five (5) working days to the submission to the Dean. The Chairs written evaluation shall include: 1) A statement of the teaching and student advising duties and responsibilities of the individual Associate Teaching Professor for the previous eight (8) years; 2) An evaluation of the quality and quantity of the Associate Teaching Professor's teaching, student advising, and service contributions provided by departmental peers annually (see review) and an assessment of the submitted teaching portfolio and the University's student feedback on courses and teaching ; and 3) The Chair's specific recommendation to promote or not promote to Teaching Professor. After receiving the Chairperson's recommendation, the Dean's recommendation shall be conveyed in writing to each Associate Teaching Professor and forwarded to the Provost by April 15. The Provost shall take appropriate steps to decide whether or not to promote to Teaching Professor and notify all parties concerned no later than May 15.

Promotion to Teaching Professor will be grievable under Article XXIV.

## 26.5 Appointment and Reappointment

26.5.1 Appointment: This article applies to defined period appointments. The awarding of an appointment or subsequent reappointments by the University to an individual implies no commitment on the part of the University beyond the term of appointment. If an Assistant Teaching Professor, Associate Teaching Professor, or teaching professor is not extended at the end of the defined appointment period the failure to extend the appointment is not grievable. If the appointment of an Assistant Teaching Professor, Associate Teaching Professor, or Teaching Professor is terminated prior to the end of the defined appointment period, they will receive a thirty (30) day notice with a statement of reasons. An early termination of a contract may be grieved in accordance with Article XXV of the collective bargaining agreement.

26.5.2 Notice of Reappointment: If an Assistant Teaching Professor, Associate Teaching Professor or Teaching Professor is reappointed by the Dean in writing on or before May 15 for the succeeding academic year, such Assistant Teaching Professor shall be placed on furlough status with health benefits without interruption through the summer (normally May to August) and their salary will commence effective with the beginning of the academic year. If the Assistant Teaching Professor does not return, the faculty member shall reimburse the University for the value of the health benefits received.

26.5.3 Responsibilities: The work schedule and duties of Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors shall be assigned by the Department Chairperson in consultation with and subject to the approval of the appropriate Dean. Instructional responsibilities shall be done in accordance with the University Manual, and general expectations and duties will be documented in the

appointment letter. Assistant Teaching Professors are expected to participate in department service activities as they pertain to their normal instructional responsibilities. Associate Teaching Professors and Teaching Professors are expected to perform college and university service. Assistant Teaching Professors, Associate Teaching Professors, and Teaching Professors are not expected to engage in research activities; however, they will remain current in their disciplines.

#### **Article 27: DUES DEDUCTION**

- 27.1 The State Controller shall deduct union dues each pay period from the wages of those members who have authorized the state to do so in writing. The State Controller shall forward promptly to the Treasurer of the Association a check representing the amounts so deducted. The union dues will be specified by the URI/AAUP.

The Board or its designee shall forward to the URI/AAUP Treasurer notice of new employees hired hereafter within the bargaining unit.

Bargaining unit members who wish to change their dues deduction or membership status must do so in writing through URI/AAUP.

#### **Article 28: ALTERATION OF AGREEMENT**

- 28.1 It is hereby agreed that any alteration of Agreement or modification of this Agreement shall be binding upon the parties hereto only if agreed to in writing by both parties.
- 28.2 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 29: NO STRIKES OR LOCKOUTS**

- 29.1 The Association and its members will not cause, call, or sanction any strike, work stoppage, or slow down, nor will the Board lock out its faculty members during the term of this Agreement.
- 29.2 It is agreed that all provisions of this Agreement are binding in each of the faculty members covered by this Contract.

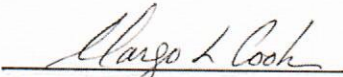
#### **Article 30: SAVINGS CLAUSE**

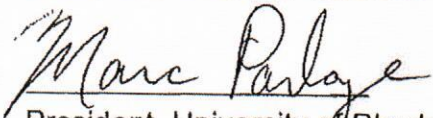
- 30.1 Should any provision of this Agreement or any application thereof, be unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects, the provisions of this Agreement shall continue in full force and effect for the life thereof.



**Article 31: TERMINATION OF AGREEMENT**

- 31.1 This Agreement shall be effective as of the first day of July 2022 and shall remain in full force and effect until the 30th day of June 2025. It shall be automatically renewed from year to year thereafter commencing the 1st day of July 2025, unless either party shall notify the other in writing at least ninety (90) 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 sixty (60) 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. If no new agreement is reached prior to September 1, 2025, Article XVI (16.6) will be applied to all promotions awarded during 2025, whose effective date will be July 1, 2025, until such time as a new contract is ratified and becomes effective.
- 31.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
- 31.3 In witness thereof, the parties hereto set their hands this 12 day of August, 2022.


  
Chair, URI Board of Trustees

  
President, University of Rhode Island

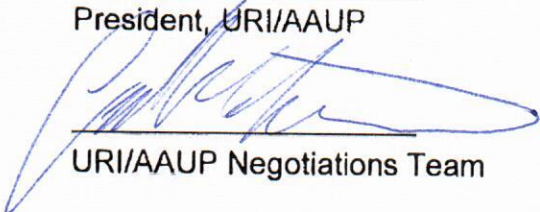
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URI Board of Trustees Negotiations Team

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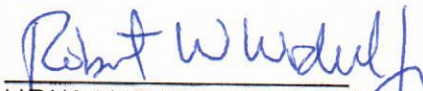
  
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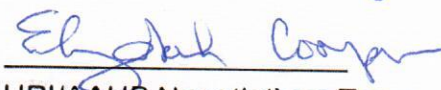
  
URI, Director of Labor Relations

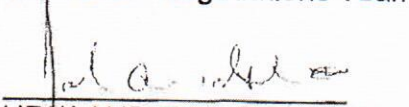
  
President, URI/AAUP

  
URI/AAUP Negotiations Team

  
URI/AAUP Negotiations Team

  
URI/AAUP Negotiations Team

  
URI/AAUP Negotiations Team

  
URI/AAUP Executive Director

**APPENDIX A**  
**SALARIES**

1. The University shall provide to the Association, no later than May 1 of each year, a calculation of the Plan A structure base for the following year.
2. The Plan A structure base will be calculated as follows:
  - a) Tenure-track faculty, nontenure-track faculty (teaching, clinical, research faculty), and temporary be placed in appropriate pay levels. Those advanced will be moved to the new pay level.

Temporary Lecturer	
Assistant Teaching Professor	
Associate Teaching Professor	Conditional Based on Promotion - Beginning of 5th year
Teaching Professor	Conditional Based on Promotion - Beginning of 9th year
Assistant I	Beginning up to 3 years
Assistant II	Beginning of 4th year to promotion to Associate Professor
Associate I	Conditional Following Tenure & Promotion – First year as Associate to 4 years
Associate II	Beginning of 5th year to promotion to Full Professor
Full I	Conditional following Promotion - First year to 6th year
Full II	Beginning of 7th year to 12th year
Full III	Beginning of 13th year as Full Professor (see 3b, c & d below)

- b) Each faculty member's salary shall be increased by 3% on July 1, 2022, 3.5% on July 1, 2023, and 3.5% on July 1, 2024.
- c) Promotional bonuses shall be added as appropriate.
- d) Merit and E.S.I. increases awarded subsequent to the 1987-90 contract shall be factored out.
- e) The plan A structure base shall be \$70,431 effective July 1, 2022, \$72,896 effective July 1, 2023, and \$75,448 effective July 1, 2024.
- f) Salary tiers will be adjusted effective July 1, 2022:
  - a. The base for Teaching Professors will equal the base for Plan A effective July 1, 2022
  - b. The base for Associate Teaching Professors will equal the base for Plan A effective July 1, 2023
  - c. The base for Assistant Teaching Professors will equal the base for Plan A effective July 1, 2024
  - d. Nursing faculty will move to Tier D effective July 1, 2022
  - e. Chemistry faculty will move to Tier C effective July 1, 2023

- f. Mathematics faculty will move to Tier C effective July 1, 2024
  - g) Plan A adjustments shall be made.
  - h) Any increases factored out under (d) shall be added back in.
  - i) The parties agree that the levels in the Plan A salary increase distribution plan are points of reference for the distribution of the negotiated annual salary increases, and that such levels do not constitute contract salary minima or maxima.
3. Full III Performance Based Increase:
- a) Faculty members reaching the Full III level are eligible for a performance-based increase at the amount agreed upon in Plan A based upon demonstrated continued achievement at the level of a Full Professor in teaching, research, and service.
  - b) The procedure for evaluation of the Full III performance-based increase will be based on the Review Process as described in Article XV and will follow the review and decisional procedures of the promotion process, with respect to such performance-based increase, as described in sections 16.1, 16.2, 16.3.1, 16.3.2, 16.3.4, 16.3.5, 16.3.6, 16.4 and 16.5.
  - c) The performance evaluation process for Full III Plan A increases, as described above, shall be conducted in each fiscal year of the contract with any increases payable the following July 1. The performance evaluation and review process of faculty at the Full III level shall be conducted for the 2024-2025 fiscal year, as described above, but any salary increases shall be granted on July 1, 2025, only if a successor contract, which includes Plan A, has been negotiated and is in existence at that time.
  - d) In the event that a faculty member attains Full Professor III status, and their salary equals or exceeds the Plan A minimum salary within the assigned tier for Full III, then the faculty member will receive a performance-based increase of \$2,500
4. **Compression analysis:** The Administration and Association agree to evaluate salary compression when faculty move from Assistant Professor I to Assistant Professor II and from Associate Professor I to Associate Professor II. For the purposes of this agreement, initial evidence of possible pay compression will be a faculty member at Assistant Professor II being paid less than a faculty member with a more recent hire date or a faculty member at Associate Professor II being paid less than a faculty member with more recent hire date. When such instances are identified, further information will be sought from the faculty member, their chair, their dean, and other sources (such as salary surveys) to explain the differential. Variables to be considered, and which may justify the observed differential, include, but are not limited to, the nature of the appointment, previous experience, previous accomplishments, previous ESIs, endowments and other supplements, market differentials based on subfield or specialization, and time in

rank. When the parties agree that the evidence suggests that compression is caused by the rate of change in the external market relative to internal pay increases, the salary of the faculty member who is paid less than a faculty member in the same department at the lower step shall be raised to a level not less than the highest paid faculty member at the step whose salary exceeds the faculty member at the higher step. Such adjustments shall be made only once for an individual during time in step. Such decisions shall be grievable only under the provisions of Article III of this agreement.

## SALARY STRUCTURE PRESENT-2025: ASST TPS, ASSC TPS, TEACHING PROFESSORS

2020-2021		Current	
Base =	\$ 64,455	Group B	
		Index = 1	
	Percent	Academic	Calendar
Asst TP	80%	\$ 51,564	\$ 61,877
Assc TP	90%	\$ 58,010	\$ 69,611
Teaching Professor	106%	\$ 68,322	\$ 81,987

2022-2023		Effective July 1, 2022	
Base =	\$ 66,389	Group B	
Increase=	3.00%	Index = 1	
	Percent	Academic	Calendar
Asst TP	80%	\$ 53,111	\$ 63,733
Assc TP	90%	\$ 59,750	\$ 71,700
TP Base =	\$70,431	Index =	1
Teaching Professor	111%	\$ 78,178	\$ 93,814

2023-2024		Effective July 1, 2023	
Base =	\$ 68,712	Group B	
Increase=	3.50%	Index = 1	
	Percent	Academic	Calendar
Asst TP	80%	\$ 54,970	\$ 65,964
Assoc TP & TP Base =	\$72,896	Index =	1
Assc TP	101%	\$ 73,625	\$ 88,350
Teaching Professor	111%	\$ 80,915	\$ 97,098

2024-2025		Effective July 1, 2024	
Base =	\$ 75,448	Group B	
Increase=	3.50%	Index = 1	
	Percent	Academic	Calendar
Asst TP	91%	\$ 68,658	\$ 82,389
Assc TP	101%	\$ 76,202	\$ 91,443
Teaching Professor	111%	\$ 83,747	\$ 100,497

2020-2021		Current	
Base =	\$ 64,455	Group C	
		Index = 1.1	
	Percent	Academic	Calendar
Asst TP	79%	\$ 56,011	\$ 67,214
Assc TP	88%	\$ 62,392	\$ 74,871
Teaching Professor	103%	\$ 73,028	\$ 87,633

2022-2023		Effective July 1, 2022	
Base =	\$ 66,389	Group C	
Increase=	3.00%	Index = 1.1	
	Percent	Academic	Calendar
Asst TP	79%	\$ 57,692	\$ 69,230
Assc TP	88%	\$ 64,264	\$ 77,117
TP Base =	\$70,431	Index =	1.1
Teaching Professor	107%	\$ 82,897	\$ 99,477

2023-2024		Effective July 1, 2023	
Base =	\$ 68,712	Group C	
Increase=	3.50%	Index = 1.1	
	Percent	Academic	Calendar
Asst TP	79%	\$ 59,711	\$ 71,653
Assoc TP & TP Base =	\$72,896	Index =	1.1
Assc TP	99%	\$ 79,384	\$ 95,261
Teaching Professor	107%	\$ 85,799	\$ 102,958

2024-2025		Effective July 1, 2024	
Base =	\$ 75,448	Group C	
Increase=	3.50%	Index = 1.1	
	Percent	Academic	Calendar
Asst TP	91%	\$ 75,523	\$ 90,628
Assc TP	99%	\$ 82,163	\$ 98,595
Teaching Professor	107%	\$ 88,802	\$ 106,563

2020-2021		Current	
Base =	\$ 64,455.0	Group D	
		Index = 1.3	
	Percent	Academic	Calendar
Asst TP	72%	\$ 60,330	\$ 72,396
Assc TP	80%	\$ 67,033	\$ 80,440
Teaching Professor	93%	\$ 77,926	\$ 93,511

2022-2023		Effective July 1, 2022	
Base =	\$ 66,389	Group D	
Increase=	3.00%	Index = 1.3	
	Percent	Academic	Calendar
Asst TP	72%	\$ 62,140	\$ 74,568
Assc TP	80%	\$ 69,044	\$ 82,853
TP Base =	\$70,431	Index =	1.3
Teaching Professor	101%	\$ 92,476	\$ 110,971

2023-2024		Effective July 1, 2023	
Base =	\$ 68,712	Group D	
Increase=	3.50%	Index = 1.3	
	Percent	Academic	Calendar
Asst TP	72%	\$ 64,315	\$ 77,178
Assoc TP & TP Base =	\$72,896	Index =	1.3
Assc TP	96%	\$ 90,974	\$ 109,169
Teaching Professor	101%	\$ 95,713	\$ 114,855

2024-2025		Effective July 1, 2024	
Base =	\$ 75,448	Group D	
Increase=	3.50%	Index = 1.3	
	Percent	Academic	Calendar
Asst TP	91%	\$ 89,255	\$ 107,106
Assc TP	96%	\$ 94,159	\$ 112,991
Teaching Professor	101%	\$ 99,063	\$ 118,876

## Salary Structure Present-2025: Tenure Track, Research, Clinical Faculty

2021-2022		Current	
Base = \$ 68,380		Group B	
		Index = 1	
	Percent	Academic	Calendar
Asst I	91%	\$ 62,226	\$ 74,671
Asst II	108%	\$ 73,850	\$ 88,620
Asst III	121%	\$ 82,740	\$ 99,288
Asst IV	131%	\$ 89,578	\$ 107,493
Full I	161%	\$ 110,092	\$ 132,110
Full II	171%	\$ 116,930	\$ 140,316
Full III	189%	\$ 129,238	\$ 155,086

2022-2023		Effective July 1, 2022	
Base = \$ 70,431		Group B	
		Index = 1	
	Percent	Academic	Calendar
Asst I	91%	\$ 64,093	\$ 76,911
Asst II	108%	\$ 76,066	\$ 91,279
Asst III	121%	\$ 85,222	\$ 102,266
Asst IV	131%	\$ 92,265	\$ 110,718
Full I	161%	\$ 113,395	\$ 136,073
Full II	171%	\$ 120,438	\$ 144,525
Full III	189%	\$ 133,115	\$ 159,738

2023-2024		Effective July 1, 2023	
Base = \$ 72,896		Group B	
		Index = 1	
	Percent	Academic	Calendar
Asst I	91%	\$ 66,336	\$ 79,603
Asst II	108%	\$ 78,728	\$ 94,474
Asst III	121%	\$ 88,205	\$ 105,846
Asst IV	131%	\$ 95,494	\$ 114,593
Full I	161%	\$ 117,363	\$ 140,836
Full II	171%	\$ 124,653	\$ 149,584
Full III	189%	\$ 137,774	\$ 165,329

2024-2025		Effective July 1, 2024	
Base = \$ 75,448		Group B	
		Index = 1	
	Percent	Academic	Calendar
Asst I	91%	\$ 68,658	\$ 82,389
Asst II	108%	\$ 81,484	\$ 97,780
Asst III	121%	\$ 91,292	\$ 109,550
Asst IV	131%	\$ 98,837	\$ 118,604
Full I	161%	\$ 121,471	\$ 145,765
Full II	171%	\$ 129,016	\$ 154,819
Full III	189%	\$ 142,596	\$ 171,116

2021-2022		Current	
Base = \$ 68,380		Group C	
		Index = 1.1	
	Percent	Academic	Calendar
Asst I	91%	\$ 68,448	\$ 82,138
Asst II	106%	\$ 79,731	\$ 95,677
Asst III	119%	\$ 89,509	\$ 107,411
Asst IV	129%	\$ 97,031	\$ 116,437
Full I	159%	\$ 119,597	\$ 143,516
Full II	171%	\$ 128,623	\$ 154,347
Full III	177%	\$ 133,136	\$ 159,763

2022-2023		Effective July 1, 2022	
Base = \$ 70,431		Group C	
		Index = 1.1	
	Percent	Academic	Calendar
Asst I	91%	\$ 70,502	\$ 84,602
Asst II	106%	\$ 82,123	\$ 98,548
Asst III	119%	\$ 92,195	\$ 110,634
Asst IV	129%	\$ 99,942	\$ 119,931
Full I	159%	\$ 123,185	\$ 147,821
Full II	171%	\$ 132,481	\$ 158,978
Full III	177%	\$ 137,130	\$ 164,556

2023-2024		Effective July 1, 2023	
Base = \$ 72,896		Group C	
		Index = 1.1	
	Percent	Academic	Calendar
Asst I	91%	\$ 72,969	\$ 87,563
Asst II	106%	\$ 84,997	\$ 101,997
Asst III	119%	\$ 95,422	\$ 114,506
Asst IV	129%	\$ 103,440	\$ 124,128
Full I	159%	\$ 127,496	\$ 152,995
Full II	171%	\$ 137,118	\$ 164,542
Full III	177%	\$ 141,929	\$ 170,315

2024-2025		Effective July 1, 2024	
Base = \$ 75,448		Group C	
		Index = 1.1	
	Percent	Academic	Calendar
Asst I	91%	\$ 75,523	\$ 90,628
Asst II	106%	\$ 87,972	\$ 105,567
Asst III	119%	\$ 98,761	\$ 118,514
Asst IV	129%	\$ 107,061	\$ 128,473
Full I	159%	\$ 131,958	\$ 158,350
Full II	171%	\$ 141,917	\$ 170,301
Full III	177%	\$ 146,897	\$ 176,276

2021-2022		Current	
Base = \$ 68,380		Group D	
		Index = 1.3	
	Percent	Academic	Calendar
Asst I	91%	\$ 80,894	\$ 97,072
Asst II	106%	\$ 94,228	\$ 113,073
Asst III	119%	\$ 105,784	\$ 126,941
Asst IV	126%	\$ 112,006	\$ 134,408
Full I	146%	\$ 129,785	\$ 155,742
Full II	158%	\$ 140,453	\$ 168,543
Full III	164%	\$ 145,786	\$ 174,943

2022-2023		Effective July 1, 2022	
Base = \$ 70,431		Group D	
		Index = 1.3	
	Percent	Academic	Calendar
Asst I	91%	\$ 83,320	\$ 99,984
Asst II	106%	\$ 97,054	\$ 116,465
Asst III	119%	\$ 108,957	\$ 130,749
Asst IV	126%	\$ 115,367	\$ 138,440
Full I	146%	\$ 133,679	\$ 160,415
Full II	158%	\$ 144,666	\$ 173,599
Full III	164%	\$ 150,160	\$ 180,192

2023-2024		Effective July 1, 2023	
Base = \$ 72,896		Group D	
		Index = 1.3	
	Percent	Academic	Calendar
Asst I	91%	\$ 86,237	\$ 103,484
Asst II	106%	\$ 100,451	\$ 120,542
Asst III	119%	\$ 112,771	\$ 135,325
Asst IV	126%	\$ 119,404	\$ 143,285
Full I	146%	\$ 138,358	\$ 166,029
Full II	158%	\$ 149,729	\$ 179,675
Full III	164%	\$ 155,415	\$ 186,498

2024-2025		Effective July 1, 2024	
Base = \$ 75,448		Group D	
		Index = 1.3	
	Percent	Academic	Calendar
Asst I	91%	\$ 89,255	\$ 107,106
Asst II	106%	\$ 103,967	\$ 124,761
Asst III	119%	\$ 116,718	\$ 140,061
Asst IV	126%	\$ 123,584	\$ 148,300
Full I	146%	\$ 143,200	\$ 171,840
Full II	158%	\$ 154,970	\$ 185,964
Full III	164%	\$ 160,855	\$ 193,026

## APPENDIX B

### JOINT GUIDANCE ON PREPARING DOSSIERS FOR THE EVALUATION OF CONTRIBUTIONS TO THE INSTRUCTIONAL PROGRAM

The purpose of this appendix is to provide faculty members guidance in meeting their obligations under Section 15.6 of this Agreement and, specifically, the provisions relating to contributions relating to the instructional program.

In the section of the review packet entitled “Teaching and Learning,” faculty are encouraged to consider the inclusion of the following:

#### **Section 1: Teaching, learning and advising statement.**

The statement may include, but is not limited to:

1. A statement on teaching approach, pedagogy, and design
2. An evidence-based narrative of development as a teacher and student mentor and/or advisor
3. An explanation of how teaching approaches are implemented in courses and relate to course learning objectives and outcomes
4. Reflections on teaching effectiveness and the improvement of teaching effectiveness
5. An explanation of one’s planned trajectory as a teacher

#### **Section 2: Evidence of effective teaching and advising practices that have an impact on student learning.**

If appropriate to duties performed:

Representative teaching materials may include, but are not limited to, the following:

1. Course syllabi with learning objectives and outcomes
2. Representative course materials such as assignments, grading rubrics, exams and/or study guides
3. Course proposals

Data/evidence demonstrating teaching effectiveness may include, but is not limited to, the following:

1. Representative student work with feedback (student names redacted)
2. Internal evaluations (such as a mid-semester survey)
3. Changes made to syllabi in response to student feedback and the analysis of student achievement on learning outcomes
4. Evidence of changes made to instruction or syllabi as a result of participation in teaching development activities (such as Office for the Advancement of Teaching and Learning workshops, teaching circles)

- and teaching pairs, or by engaging in peer reviews of colleagues)
5. An explanation of how results of the student feedback instrument were used to improve teaching effectiveness
  6. Peer review feedback, such as classroom observations; review of course syllabi and materials; review of supplementary online components and how they complement the face-to-face classroom activities; review of grading practices
  7. Documentation of student success (such as prizes won, publications, career placements, etc.)
  8. Invited lectures and readings
  9. Data from scholarship of teaching and learning projects
  10. Grants, fellowships, or other awards for teaching excellence and/or innovation

If faculty choose to include advising to demonstrate teaching effectiveness, the data/evidence may include, but is not limited to, the following

1. Number of undergraduate students advised relative to department average
2. Strategies used to promote student success and timely degree completion
3. Supporting students through letters of recommendation
4. Directing an honors project or independent study and/or sponsoring students for research projects or presentations
5. Serving on honors project, thesis, and/or dissertation committees
6. List of students mentored as major professor for a graduate degree and the students' post-graduate placements
7. Share the success of students you have mentored or advised through internship, work, or graduate school placement
8. Contributions to student learning outside the classroom as demonstrated by, for example, independent or directed studies, development of co-curricular activities or community engagement projects
9. Supervision of research/creative activity of graduate and undergraduate students beyond the mentoring expected as part of one's professional responsibilities such as joint conference presentations, co-authorship of research articles, creative production and other work, and teaching independent study, research, and readings courses



**APPENDIX C**  
**JOINT PRINCIPLES ON ONLINE TEACHING**

1. The parties recognize that advances in technology, as they relate to this collective bargaining agreement, may allow for the development of technologically innovative methods of instruction. Included in these methods of instruction are courses and programs in which faculty and students are separated geographically but connected by technology. The precise definitions of the varieties of such instructional modalities—such as online and blended programs and courses— are within the jurisdiction the URI Faculty Senate, Administration, and/or Board of Trustees, as is the prerogative to approve courses and programs, certify instructors, and assure instructional quality consistent with the guidelines, recommendations, and/or regulations of external organizations such as, but not limited to, the New England Commission of Higher Education (NECHE).
2. The provisions of Article VII Academic Freedom or this agreement apply equally to online and blended courses and programs.
3. Individual faculty members should have the same responsibility for selecting and teaching materials in courses offered through online learning technologies that they have in those offered in traditional classroom settings. For team-taught or interdisciplinary courses and programs, the faculty involved should share this responsibility.
4. Methods of teaching and course materials are to be under the control of the faculty member assigned to develop and/or teach the online course. The teaching responsibilities as they relate to assignments, scheduling, syllabi, papers, and tests, shall be no different from those of the corresponding traditional course sections.
5. The intellectual property rights of instructors are governed by the URI Board of Trustees *Policy on Intellectual Property* (Policy #01.007.01, November 5, 2021).
6. All course content (including but not limited to, syllabi, outlines, presentation slides, lectures, lesson plans, class activities, exams, and assignments) created or facilitated by instructors shall be considered the instructors' intellectual property. Course content shall not be recorded, distributed, share in any public domain or third-party website, or sold without prior written consent of the instructor.
7. The determination of workload shall follow the provisions of Article XII Workload of this agreement.

**APPENDIX E  
SUMMER SESSION**

**ASSIGNMENTS**

- A. Departments of interest shall have initial authority to appoint faculty covered by this Agreement for staffing all summer session credit offerings. For compelling reasons, the Director of Summer Sessions may reject an initial appointment and require the department to appoint a substitute.
- B. In accordance with departmentally devised procedures or practice, bargaining unit faculty shall have preference to teach offerings consistent with their discipline. In the event of cancellation of a course offering, bargaining unit faculty shall have the right to teach any other suitable departmentally offered course that was not specifically assigned.

**COMPENSATION**

Compensation per three-credit course with 9 students or more shall be as follows:

	Current	January 1, 2023	January 1, 2024
Professor/Teaching Professor	\$6,000	\$6,210	\$6,427
Associate Professor/Associate Teaching Professor	\$5,500	\$5,693	\$5,892
Assistant Professor/ Assistant Teaching Professor	\$5,300	\$5,486	\$5,677
Temporary Lecturer/Instructor	\$5,000	\$5,175	\$5,356

Classes with 8 or fewer registrants on cancellation day may or may not be run, subject to the option of the Director of Summer Sessions. Any classes with fewer than 9 registrants that are run will use the same compensation rate by rank as for 9 or more registrants.

Certain courses offered during the Summer Session may be designated as “high priority status” and run with as few as five registrants, if mutually agreed to by the sponsoring academic department, through its chair and by the Director of Summer Sessions by November 1 of the year prior to the Summer Session in which they are to be offered.

**APPENDIX G**  
**OVERLOAD and J-TERM**

This article applies to overload, and J-Term teaching assignments.

**ASSIGNMENTS**

- A. Departments of interest shall have initial authority to appoint URI faculty for staffing all credit offerings. For compelling reasons, the Dean may reject an initial appointment and require the department to appoint a substitute.
- B. In accordance with departmentally devised procedures or practice, bargaining unit faculty shall have preference to teach offerings consistent with their discipline. In the event of cancellation of a course offering, bargaining unit faculty shall have the right to teach any other suitable departmentally offered course which was not specifically assigned.

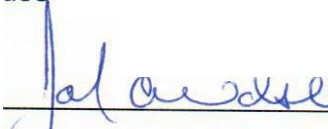

**COMPENSATION**

- A. Compensation for Overload and J-Term shall be \$5,000.
- B. Directed study in the summer shall be \$100 per credit and may not exceed 15 credits.

#2

**LETTER OF AGREEMENT: GRIEVANCES**

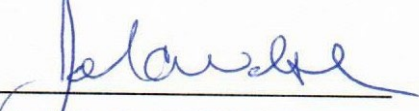
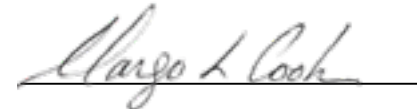
During the term of the 2022-2025 Collective Bargaining Agreement any grievances which are withdrawn by the AAUP or are settled by the parties shall not constitute or be used as precedents.

  
On behalf of URI/AAUP  
On behalf of the Board of Trustees

#3

**LETTER OF AGREEMENT CONCERNING HOLIDAY SCHEDULING FOR FULL-TIME CALENDAR YEAR FACULTY 2022-2025 CONTRACT**

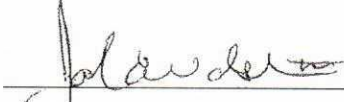
The parties hereby agree that when any official state holiday falls on the scheduled day off of a full-time calendar year faculty member, the faculty member shall be credited for that day in accordance with the policy applicable to other non-classified employees of the Board. This time shall be discharged no later than two (2) pay periods following the holiday, provided the taking of such time shall be coordinated with the Department head so as not to disrupt schedules.


  
On behalf of URI/AAUP  
On behalf of the Board of Trustees

#4

**LETTER OF AGREEMENT: HALF-TIME**

The parties hereby agree that any and all references in the collective bargaining contract that deal with half-time employees, as it applies to benefit eligibility, half-time is defined as a minimum of 20 hours per week and six or more months consecutive service.

  
\_\_\_\_\_  
On behalf of URI/AAUP

  
\_\_\_\_\_  
On behalf of the Board of Trustees

#5


**LETTER OF AGREEMENT: ESIs**

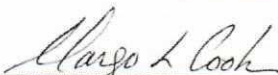
Salary Increases for Retention: During the term of the 2022-2025 collective bargaining agreement the President, with the approval of the Board, may grant exceptional salary increases in order to retain valuable faculty members. Requests for exceptional salary increases may be initiated by the faculty member's Chairperson, Dean, or the Provost. Evidence that a faculty member is being, or is likely to be, recruited by another employer should accompany ESI requests. Such increases, if granted, shall become part of the faculty member's base salary, and shall be funded only with available uncommitted resources. In no event shall the total ESI awards used for retention exceed \$100,000 in each of the three years of the 2022-2025 agreement.

Exceptional Salary Increases for Performance: Deans may recommend associate professors and full professors for ESIs at the time of their first review after promotion. The Dean's recommendation shall be made in writing to the Provost's office and shall be based on exemplary performance as determined by the criteria outlined in Article 15.6.1 of the Agreement. In order to be eligible for this ESI the faculty member must exceed expectations in the following areas: teaching, creative/scholarly activity, and service and far exceed expectations in at least two (2) of the three (3) areas. An amount of this ESI shall be recommended by the Dean to the Provost and shall be limited to no more than \$4,500 for Associate Professors and \$6,500 for Full Professors. The requests must be forwarded to the Provost's Office by April 15 of each year with decisions made by May 31. The Provost may accept, reject, reduce, or increase the amount recommended by the Dean within the aforementioned limits and in consideration of, among other things, the evidence presented, internal equity, market comparisons, and/or previously granted ESIs. Such increases, if granted, shall become part of the faculty member's base salary.

Copies of all recommendations, denials, approvals, and amounts awarded will be sent to the Union.

Matters arising under this article are not grievable, except on the basis of Article III, Non-Discrimination.

  
On behalf of URI/AAUP


  
On behalf of the Board of Trustees

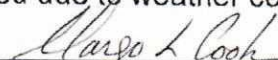
#6

**SIDE LETTER**

**RE: PERSONAL/SNOW DAYS**

This is to confirm my understanding that calendar Library faculty members may use personal days on days when the University is closed due to weather conditions.

  
On behalf of URI/AAUP

  
On behalf of the Board of Trustees

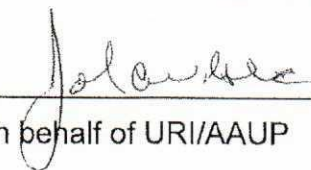



#7

**MEMORANDUM OF AGREEMENT FACULTY DEVELOPMENT FUND 2022-2025**

During the term of the 2022-2025 contract the University will establish a fund to support the ranks of Assistant, Associate and Full Professor for faculty development and support of professional activities. Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors will be eligible for faculty development funds in year three of this agreement. Temporary lecturers shall not be eligible. The procedure used for awarding these funds will be the same as developed and utilized under the 1999- 2000 agreement. The authority for award funds will be under the control of the Provost whose decisions regarding awards shall not be grievable.

The fund will receive \$200,000 each year of this agreement.

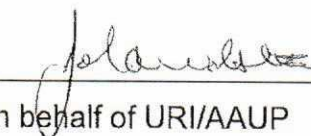
  
On behalf of URI/AAUP

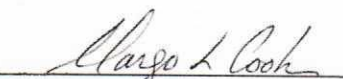
  
On behalf of the Board of Trustees

#8

**MEMORANDUM OF AGREEMENT 2022-2025 CONTRACT**

When a department is not listed in the Oklahoma Faculty Salary Survey, it is free to negotiate placement upward in Plan A subject to approval of the Administration and the AAUP.

  
On behalf of URI/AAUP

  
On behalf of the Board of Trustees

**MODIFICATION TO THE AGREEMENT BETWEEN RHODE ISLAND COUNCIL ON  
POSTSECONDARY EDUCATION AND UNIVERSITY OF RHODE ISLAND CHAPTER  
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

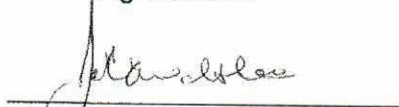
1) New Letter of Agreement:


Letter of Agreement Re Librarians

The University's tripartite model of faculty contributions used for promotion (and when applicable tenure) wherein promotion is based on teaching, research, and service (as enumerated in Article XV, Section 15.6.1) may be modified for those appointed to faculty positions in the University Libraries as provided herein. Subject to the approval of the Provost and Vice President for Academic Affairs, and the President, a faculty appointment in the University Libraries may be made subject to a position description, which specifies the duties and responsibilities as "librarianship and service," developed in accordance with Article XI notwithstanding Section 11.6. Instead, the principal factors in deciding among the candidates for such an appointment shall be "librarianship and service," and the letter of appointment similarly shall specify "librarianship and service" as the duties and responsibilities. When an individual is appointed to a position subject to this job description and letter of appointment, future evaluation for promotion and tenure shall be based on these two criteria.

2) A change in Article XV, Section 15.6.1.a. This section shall now read as follows (changes from the existing contract language appear in bold):

- a) Contributions to the instructional program of the department, including student advising, thesis supervision, and such evidence as the faculty member may wish to present to demonstrate excellence in teaching, and as to library faculty, excellence in librarianship and/or teaching. As it relates to librarianship, the phrase "and/or teaching" means credit earning instruction which is assigned as part of library faculty workload. In addition, the reference to "librarianship" in this section shall not at any time be construed to relieve library faculty of their responsibility to perform in other areas enumerated in 15.6.1, including sections (b) and (c) unless otherwise provided in the letter of appointment and in this Agreement.

  
On behalf of URI/AAUP

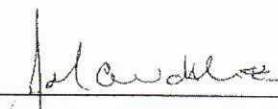
  
On behalf of the Board of Trustees  
**Original Letter Signed and Dated 3/17/99**

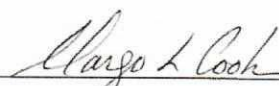


#10

**MEMORANDUM OF AGREEMENT**

The AAUP and the Postsecondary Council agree that faculty may participate in voluntary, payroll deducted, employee paid supplemental insurance programs (including but not limited to life insurance, short term disability insurance, accident insurance, etc.). The State of RI shall withhold deductions and transmit payments to the insurance carriers of the Union's choosing. Such supplemental insurance plans shall be provided by the underwriters and administrators selected by the Union provided they are properly licensed and authorized to do business in the State of Rhode Island. The State of Rhode Island (local management personnel on site) will cooperate in scheduling of work site enrollment times that will not interfere with daily operations. The State of Rhode Island has the option to limit enrollments at a specific location to 5 times per year. Existing payroll deduction slots shall stay in effect for AFLAC, Colonial Life, etc. unless terminated by the AAUP. In the event of termination of the relationship, existing deductions will, at the employee's request, stay in force.

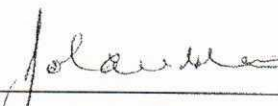
  
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On behalf of URI/AAUP

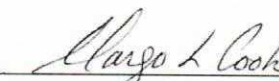
  
\_\_\_\_\_  
On behalf of the Board of Trustees

#11

**MEMORANDUM OF AGREEMENT – J-TERM**

Faculty members who, at their own option and in accord with University policy, teach Winter (J-term) shall receive extra compensation. Unless otherwise mutually agreed to, faculty members shall have no obligation to teach winter (J-term). Compensation for Winter J-Term teaching may take the form of overload salary or agreed upon release time during the fall or spring semester.

  
\_\_\_\_\_  
On behalf of URI/AAUP

  
\_\_\_\_\_  
On behalf of the Board of Trustees

## #12

### Memorandum of Agreement – COVID-19 Tenure Clock Extension

Recognizing the disruption caused by the COVID-19 pandemic, the Administration agrees to delay the date of mandatory tenure review for the covered pre-tenured faculty by one (1) year, per the following stipulations:

1. Covered pre-tenure faculty is defined as those faculty who have tenure track appointments, who have yet to achieve tenure, and who were employed at the University of Rhode Island as of June 19, 2021. This agreement does not apply to individuals who have been or will be hired by the University but whose dates of appointment to the University or to a tenure track position at the University are after June 19, 2021.
2. Faculty covered by this agreement may choose to apply for tenure by the date specified in their original letter of appointment or by the COVID-19 extension date. Should they elect to apply by the date in their original letter of appointment, they must notify their Dean by May 1 of the year preceding the date of mandatory tenure in their original letter of appointment. The original date then becomes the date of mandatory tenure review, and the faculty member is subject to all the consequences of review, including those that may result from a negative determination per §19.5.
3. Faculty covered by this agreement who have already been granted an extension of their tenure clock may choose to apply for tenure by the date specified in their original letter of appointment (per §19.2) by the date of their prior extension, or by the COVID-19 extension date. Should they elect to apply by the date in their original letter of appointment or by their prior extension, they must notify their Dean by May 1 of the year preceding date in their original letter of appointment or letter of prior extension. The original or previously extended date then becomes the date of mandatory tenure review, and the faculty member is subject to all the consequences of review, including those that may result from a negative determination as per §19.5.
4. Per §19.2, faculty may, in unusual circumstances, apply for an early tenure decision. Only applications for tenure decisions prior to the date originally specified in the letter of appointment shall be considered early tenure decisions.
5. Under this agreement, promotion to associate professor shall be considered at the same time as the tenure decision and may not be considered separately.
6. The pre-tenure review under §15.11 is not affected by this agreement and shall take place in the fourth year of appointment for all pre-tenure faculty with no more than one (1) year credit toward tenure.

7. Under this Memorandum, faculty hired after June 19, 2021, may seek an extension of their tenure clock if they can establish that COVID-related difficulties hindered their progress toward tenure. Such an extension will require the support of the appropriate dean and will be granted at the discretion of the President/Provost.
8. Under this Memorandum, faculty who have received a one-year COVID-19 extension may seek an additional one-year extension of their tenure clock if they can establish that COVID-related difficulties hindered the production of scholarship. Such an extension must be requested by April 15, 2023 and will require the support of the appropriate dean and will be granted at the discretion of the President/Provost.
9. Covered faculty hired between the effective date of the April 3, 2020, Memorandum and June 19, 2021, shall receive a letter affirming the terms of this Memorandum.

**#13**

**MEMORANDUM OF AGREEMENT - PHASED RETIREMENT OPTION**

The purpose of this phased retirement option is to provide tenured faculty members at the University of Rhode Island with the opportunity to reduce their commitments and responsibilities during the academic year for two (2) years prior to retirement.

**PHASED RETIREMENT OPTION**

**A. Definition**

Under this option, "phased employment" refers to a reduced workload over the academic year. Specifically, participating faculty will be assigned a 50% workload assignment (see below) during either the fall or spring semester and no assignments during the alternate semester. Fifty percent workload assignments also will be considered over the entire academic year.

**B. Eligibility**

Any full-time tenured faculty member who has attained the age of at least 55 prior to September 1 of the academic year in which he/she will be employed under the phased option, and who has completed at least 10 years of service as a full-time tenured faculty member at the University of Rhode Island, and who desires and is willing to commit to retiring no later than two (2) years from the commencement of the phased employment is eligible.

**C. Conditions**

1. Eligibility to participate in this two (2) year phased retirement option will require the faculty member to apply by January 15 of the year preceding the start of phased employment.
2. Following the submission of the faculty member's 50% workload proposal (see section C3 and D1 below), a recommendation on the workload proposal will be made by the Dean to the Provost and Vice President for Academic Affairs. The recommendation by the Dean shall be subject to approval of the Provost and Vice President for Academic Affairs.
3. For purposes of this document, phased employment shall include a 50% workload assignment that will consist of: 1) the equivalent of teaching three courses for the half year or the equivalent of a teaching course load for the half year based on credit hours (e.g., teaching large classes) and, if applicable, advising undergraduate students; 2) one or both of the following: mentoring graduate students, and/or remaining engaged in research activities such as continuing to produce scholarly publications or other discipline specific scholarly activities (e.g., works of art, theatrical plays, musical scores, etc.); and 3) participating in appropriate service activities.

4. The faculty member will receive one-half (50%) of their full-time academic-year institutional base salary paid on a biweekly basis. Federal regulations and agency limits may require a concomitant decrease in summer recontracting limits.
5. The University's contribution to the faculty member's retirement plan will be pro-rated to one-half (50%) of the academic-year base salary.
6. Full medical benefits will be provided to the faculty member as specified in the negotiated agreement during half-time employment provided they continue to be employed at 50%.
7. Sick leave will be accrued at a rate of 50% of that specified in the Agreement.
8. The participating faculty member shall retire no later than the conclusion of the approved two (2) year phased employment. The decision to participate in the phased retirement option and retire no later than the end of the two (2) year phased employment shall be irrevocable 30-days after signing the initial agreement. The faculty member has the option to retire at the end of the first year of the two (2) year phased employment with notification to the Dean by March 1 of that year. Retirement shall be effective at the end of the payroll year, typically late-June.

#### **D. Procedure**

1. A faculty member who wishes to participate shall inform their Chair (if applicable) and Dean in writing, using forms available on Provost's Office website, of their desire to participate in the phased retirement option no later than January 15 of the year preceding the date that phased employment will begin. In addition, the faculty member will outline in writing their proposed teaching and/or advising, mentoring, research and service contributions during the employment semester(s). The Dean shall forward applications to the Provost's Office by February 1 of each year. Final decisions for acceptance or denial of phased employment proposals will be made by the Provost and Vice President for Academic Affairs or their designee. If a number of faculty within a single department apply for this plan, the number of applicants approved will be at the discretion of the Provost and Vice President for Academic Affairs or their designee.
2. Under this Memorandum, applications for phased employment beginning in academic year 2023-2024 must be received in the Provost's Office by February 1, 2023; for academic year 2024-2025 by February 1, 2024; for academic year 2025-2026 by February 1, 2025.

#### **E. Other**

1. Office space, laboratory space, equipment access and clerical assistance will be provided by the Dean of the college during phased employment. Participants may compete for travel funds on an equal basis with other faculty depending on the availability of funds.
2. Tuition waivers shall continue for those eligible spouses and dependents enrolled at the time of participation in the part-time employment and who otherwise continue to meet the eligibility requirements as stipulated by the Agreement.
3. This phased retirement option requires a commitment to the institution and, as such, is available to faculty who do not intend to apply for a sabbatical leave prior to retirement.

**F. Expiration**

This final opportunity for application under this Memorandum shall be January 15, 2025. This Memorandum expires on June 30, 2025.