Contract! Contract! Contract!  
Membership Meeting to be Scheduled

Welcome back. Best wishes for an excellent new academic year. Since our return from summer break, I’ve been asked the same question everywhere I’ve been: “Do we have a new Contract?”

The answer is a resounding No. On April 23, we sent a letter to Jack Warner, Commissioner of Higher Education, stating our intent to begin negotiations. To this date, we have not received a reply. To her credit, Anne Marie Coleman, BoG negotiator, said to me on June 28th, “Just call me to set times to negotiate.” We have responded to her for several reasons:

- The BoG was stripped of some of its fiscal authority by the General Assembly and therefore there are questions about its ability to represent the state. The BoG also has not been able to place compensation issues on the table because it still does not know its own status. Two negotiation sessions at URI have been relatively fruitless for this reason.

- The state’s health insurance RFP had not been distributed until late in August. The present health insurance plan is in effect until Dec. 31st of this year. Therefore, we would be negotiating with inadequate knowledge.

- The Governor unilaterally has assessed 1,300 non-unionized state employees premium-sharing for health insurance, with a 2% salary increase, opening the door to future employee assessments far in excess of any salary increases. All the state employee unions are maintaining a united front in opposition to such schemes.

- There have been numerous attacks upon unions by the Governor and members of his administration over the last two years, intensifying recently as negotiations with various units have begun.

Thus, the atmosphere for true negotiations is so contaminated that sitting down at a bargaining table could be self-defeating. However, we are taking steps to enter Contract talks as soon as the process can be undertaken equitably, such as preparing proposals and bargaining positions. At the same time, we are establishing an “Action Committee,” which has the mandate to create alternate strategies for achieving a
fair and reasonable Contract. A variety of actions aimed at motivating the state to bargain in good faith is under consideration; volunteers to serve on this committee should call the Union office (ext. 9842).

Meanwhile, the Negotiating Committee has been empanelled and is ready to meet with the BoG (when it knows its role and powers). The Chief Negotiator is Michael Mullane, of the RIFTHP. Members are Jason Blank, Dante DelGiudice, Shani Carter, Richard Olmsted and Robert Cvornyek.

A RIC/AFT Membership Meeting will be scheduled in late September or early October to review progress (or lack thereof) and examine options open to us. Watch future Newsletters and your campus/home mail for announcements.

**Careful! Careful!**

The Contract, in Article X, speaks to faculty load, class size, course assignments and scheduling. The President, at the Opening Convocation on August 25th, announced record enrollments. The problem is whether there are enough faculty to teach the students. The Contract, in Article X.B., states that ordinary circumstances lecture and/or discussion sections shall be restricted to a maximum of 30 students. We have an agreement that for extraordinary reasons chairs may enroll up to 32 students, anticipating a drop back to 30. We have successfully grieved episodes in which deans have added more students than the contractual limit. Do not allow yourself to be coerced or cajoled into accepting more than 32 students. There is no added compensation or load credit available for extra students (other than for large group instruction approved under Article 10.9). We also advise all faculty to be aware of your load credit. You should be scheduled for 24 credits for this academic year, 48 for academic years 2003-2005, with any overage receiving extra compensation.

Jason L. Blank, President

**Free Speech at RIC? J’Accuse!**

We all know, from media reports, that a member of the RIC faculty, Lisa Church (Accounting), has been accused of contributing to a hostile work environment, in violation of the College’s anti-discrimination policies, amounting to a speech code. The College maintains that it is merely investigating allegations brought by a mother in the Cooperative Pre School (to which Dr. Church serves as an advisor), as a preliminary step that could lead to sanctions against Dr. Church, based on College policies barring objectionable or offensive speech.

Like many other members of the College community, the Union is appalled that this issue has gotten this far. The College should not be in the business of censoring free speech. The courts consistently have voided public college (as well as high school) speech codes on the bases of the First Amendment’s free speech clause, the 14th Amendment’s due process clause, and the doctrine of academic freedom. In addition, speech codes contradict the educational mission of teaching people how to think – we just apply formulae rather than engaging in dialogue. So, RIC’s hate speech code (as it were), while well motivated, cannot and should not be enforced. Instead, there should be ongoing campus-wide discussions of the meanings of language, the impacts of epithets, the histories of vulnerable groups in relation to dominant groups, and other factors that contribute to hurtful environments. There also is a Contract on this Campus, which articulates both a commitment to academic freedom and due process for faculty members. Further, the Contract clearly states that “…no rules and/or regulations (may be promulgated) in conflict with this Agreement” (2.4).
Having said this, the specifics in this case are even more egregious. Dr. Church was not present when the offensive language was used by two parents in the presence of the complainant. She did not use any offensive language, nor did she condone it. Based on these undisputed facts, the College should have supported Dr. Church and her efforts to resolve this matter constructively and with respect for all the parties involved, out of the public spotlight. Instead, the matter was elevated to official status and a formal procedure was initiated.

So now we go to an official fact-finding hearing. So where’s the harm?

- Violations of the First and 14th Amendments re. speech and due process at a public institution
- Creating a chilling environment at RIC, with regard to free speech and academic freedom
- Poor publicity for the College
- Anguish resulting from intrusion on a faculty member’s private and professional life, including an exorbitant amount of time involved in defending herself against a false complaint and an illegal process

The RIC/AFT will continue to support Dr. Church and all faculty members who face specious charges and challenges to their academic freedom.

Dan Weisman and Jason Blank

Announcements

Dr. Elizabeth Ruggiero (HBS) has retired from the College due to health issues. In a forthcoming issue of the Newsletter, we will chronicle and acknowledge Betty’s contributions to the Union and the College.

On Oct. 15th and Oct. 16th the 2004 Biennial Convention of the RIFT will take place at the Westin Hotel. We are entitled to 13 delegates and 13 alternates. Further information will be forthcoming.

Letter from Jason Blank Distributed to Faculty on August 25th

August 25, 2004
Dear Colleagues, Dear Friends:

Welcome back to a productive and satisfying year. I hope that your summer was fruitful in both rest and toil. The newsletter will be published in the first week of September and will expand on some of the items touched upon in this letter.

First, the ever-present and continuous request for participation in your union. There are vacancies on the Grievance, Elections, Nominating, Finance and Facilities Committees.

Second, the union was very active and not all dormant during the summer months. Audrey and Richard Olmsted and I [for the RIC/AFT] and Brian Allen and Rob Bower [for the PSA@RIC] attended the National AFT Convention in Washington DC from July 12th to July 16, 2004. A full report will be presented to the membership. We were pleased that we were, once again, the recipients of the Pride of the Union Award, which is proudly displayed in the union office. We have won this award every year since its inception in 1992. We were also delighted that divisional meetings, plenary sessions and
workshops were devoted to work on Health Plan Standards [a joint effort of the AFT and the NEA] and this document is in the office for your review, reaction and input. We are all aware that these benefits among others will be most contentious in this round of negotiations.

Third, during this summer we were actively involved in arbitration, which was resolved in the faculty member’s favor. From beginning to end, this grievance and arbitration lasted three years. We placed two grievances on hold [cf. The contract] and they will be resumed in September. During the summer of 2004, we resolved a grievance concerning stipends for portfolio coordinators and agreed to stipends for 30 days of effort for the preparation of the NCATE documents. In this vein, we also resolved a dispute concerning the credit load and extra load preparation credit for student teaching seminars in secondary education (SED 422). We are also actively involved in two more cases ensuring due process rights for our faculty. We answered numerous questions concerning working conditions (taking steps to correct problems), academic issues, compensation, contract interpretation etc. We anticipate that such actions always inform the next contract for redress.

Fourth, Henry Barnard School has been in a bit of turmoil due to ¼ sabbaticals, 2 resignations, 1 retirement, 1 maternity leave, 3 lateral transfers to elementary education and other departments and some confusion concerning faculty lines. The retirement was Elizabeth [Betty] Ruggiero, Secretary of the RIC/AFT Executive Committee who will be sorely missed. We will redouble our efforts to improve the conditions, the uniqueness and the common concerns of our faculty colleagues and the school. In the Elementary Education Department two senior professors retired, 2 faculty members resigned, and 2 spring sabbaticals will place extraordinary pressure on the department with the upcoming NCATE accreditation. We will make it a top priority to improve the air quality, cleanliness and safety of all our buildings.

Fifth, In the same light, questions, concerns, issues, complaints, etc. should all be addressed to the Union, its officers and/or members of the Assembly of Departmental Representatives. They will be dealt with vigorously and with dispatch. We are not pretentious enough to promise that we will resolve all matters to your complete satisfaction – but we will certainly try to the limits of our collective abilities.

Sixth, we will sorely miss those faculty who retired, died or resigned during the year. To them we are eternally grateful for their support, their counsel and their professionalism. We know that the younger faculty is the growing foundation of our academic community and our union. We will also miss Dr. Lenore DeLucia (Vice President for Administration and Finance), Dr. George Metrey, (Dean of the School of Social Work), and Dr. James Bucci (Dean of the Feinstein School of Education and Human Development). Most of the time we were able to resolve our problems amicably and professionally. We hope that this tradition continues with their successors.

The Union, founded by our beloved Dr. Donald Averill, will celebrate its Thirty-Eighth Anniversary in the spring of 2005. We mark this occasion with a rededication of the principles of our organization – “We are joined together to ensure faculty participation in decision making at Rhode Island College and to promote the professional and economic satisfaction of the member and the advancement of education.”

Let us have a year of sweetness, goodness and unabashed passion for our profession and our loved ones.

Sincerely,

Jason L. Blank
President
Letter to Newsletter: Rhode Island College Police- Always there when you need them?

According to the Website of the Rhode Island College Campus Police Department, the goal of campus police is “to provide for the safety of life, personal and institutional property, and to enhance the educational process.” Last spring, I felt that I was a victim of the campus police. Here is my story.

On Friday, January 23rd, I arrived on campus around 9:20 a.m. and parked on Hennesey Avenue, in front of a no-parking sign. The sign had an arrow indicating no parking in back of the sign. I had parked in this exact space many times before.

It was an extremely cold when I returned to my car around 5 p.m. I noticed that there was a parking ticket on the windshield. I was annoyed because I was in a legitimate space. As I took the parking ticket off the windshield, and went around to open my door, I saw that the windshield was cracked, the driver’s window was shattered, the driver’s door was damaged and there was a lot of glass inside the car.

I went back to my office, called my husband and then called campus security. A campus policeman met me at my office, and drove me to my vehicle. When I explained to him that I got a parking ticket, and that my car was damaged, he stated. “You're lucky you didn’t get a ticket before. You’ve got to use your sense.”

The patrolman called in the accident, and found that campus security had already written an accident report on my car. The accident, which occurred at 11:30 A.M. was caused by a campus truck. The parking ticket, issued by the same patrolman who reported on the accident, had a time of 11:00 A.M. (Coincidence?) Campus Security claimed that a note was left on my car, but the only thing I ever found was a parking ticket. According to the accident report, my vehicle was “parked illegal (under no parking sign), issued violation ********.” We drove over to Campus Security to complete the accident report.

I called the North Providence Police for help. The patrolman met my husband and me at the scene of the accident. The patrolman looked at the car, and said that I was not illegally parked since I was in front of the sign, not under it. He was very helpful to both us, and gave us his name and phone number. Even though it was very cold, we decided to put plastic on the driver’s window and drive the car home.

Luckily, I used my collision insurance to repair my car. I still had to pay the $500 deductible up front, but at least I had my car back in about one week. When my insurance agent investigated the accident, the campus police claimed that they could not find the accident report. My insurance agent called me for help; since I had a copy of the report, the secretary was able to locate the accident report from the identification number which I supplied. The state insurance company took over a month to contact me; I referred them to my insurance agent, but they kept calling me instead. Finally after about 3 months, I received a check for my deductible.

No one has ever explained to me why I wasn’t notified about the accident. Ironically, the only thing that was stolen from my car was the red faculty sticker that could identify me. However, the campus police should have been able to check my license plate for the owner.
The Campus Police Chief did nullify my ticket. And now there is an additional arrow on the no parking sign, indicating that there is no parking on either side. However, I have seen cars parked there, and have never seen a parking ticket on them.

I am disappointed at how I was treated. I think we deserve better treatment.

Ann Moskol (Math and Computer Science Dept.)

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**Just for Fun**

**UNIONEWS BULLETIN**

REPORTED (ALMOST) WITHOUT COMMENT

1. Last week, the Administration posted for yet another assistant vice president. The job title this time is, “Assistant Vice President for Business Operations and Planning.” This assistant vice president title, like the two assistant vice president titles brought to your attention in our last bulletin (Assistant VP for Enterprise Tech. Services and Assistant VP for Software Services), never existed before at F.I.T. Also like the two assistant vice presidents previously mentioned, this assistant vice president will be reporting to our new C.I.O and Vice President, Dr. Sirianni. Apparently the Administration of F.I.T. believes this is the right time to create three brand new assistant vice presidents. (Nothing like this title appeared on the Administration’s list of proposed new positions, dated 11/14/01, so this third new assistant vice president appears to be a new idea. Perhaps it was proposed by a new vice president.) Dr. Sirianni will also be receiving an administrative assistant. It is not known if the administrative assistant is being hired to keep track of all his assistant vice presidents.

2. Suppose a department has to replace a part-time clerical assistant who finds other work. A memo, dated 2/5/02 from President Brown’s Executive Assistant, to six vice presidents, spells out the procedure to follow:
   1- the head of the area where the request is coming from should submit a personnel requisition form and attach a cover letter to the Vice President of the area expressing the justification regarding why the position should be replaced.
   2- the Vice President will indicate their recommendation and forward the signed personnel requisition form and supporting documentation to…..Employment Manager in the Office of Personnel;
   3- [The Employment Manager] will confirm the details of the position with the Budget Office;
   4- the paper work will be submitted to me for review with the President;
   5- a memo to personnel will be sent indicating the President’s decision with copies to all involved
   6- Personnel will also inform the supervisor and Vice President of the decision and, if appropriate, prepare the posting.”
   7- Personnel will also inform the supervisor and Vice President of the decision and, if appropriate, prepare the posting.

It might be easier (and quicker) to hire an assistant vice president and teach that person to file.