

COLLECTIVE BARGAINING CONTRACT

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By and Between
Rhode Island
School of Design

and



Rhode Island
School of Design
Part-time Faculty
Association
(NEARI/NEA)

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PREAMBLE

The Board of Trustees, (hereinafter called the "Board"), and the Rhode Island School of Design Part-Time Faculty Association, (hereinafter called the "Association"), hereby enter into this Agreement with the hope that its implementation will preserve the ability of Rhode Island School of Design, (hereinafter called the "College" or "RISD"), to serve its constituents in the most effective way.

The Association and the Board recognize the desirability of coordination among the part-time faculty, full-time faculty and the College administration in such areas as curriculum, subject matter and methods of instruction, pedagogical principles and those aspects of student life which relate directly to the educational process. The College, in consideration of the importance of the contribution part-time faculty make to fulfilling the mission of the institution, employs the term "faculty" in its general communications to include those individuals who serve in both full-time and part-time capacities. Distinctions that must on occasion be made between full-time and part-time members of the faculty are drawn without any inference to or comparison of the collective caliber or qualifications or acumen of either group as part of the College educational process. It is through the mutual efforts of the full-time and part-time faculty that any student receives a RISD education.

ARTICLE I RECOGNITION

The Board recognizes the Association as the collective bargaining representative of all part time faculty, including graduate students from other institutions, employed by the Board at its Providence, Rhode Island location teaching at least two (2) courses totaling at least two (2) teaching units in any academic year, excluding all RISD graduate students, all other employees, guards and supervisors and all full time hourly and exempt employees who also teach, as defined in the Act in accordance with the certification of representative issued in National Labor Relations Board Case No. 1-RC-16, 281 on May 30, 1979. Unit membership shall be retroactive to the beginning of continuous part-time service.

ARTICLE II MANAGEMENT RIGHTS

All management functions and responsibilities whether or not exercised by the Board prior to the execution of this agreement are reserved exclusively to the Board, except to the extent that the same are expressly restricted by a specific provision of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel regulations relating to the duties and responsibilities of faculty and their working conditions which are not contrary to this Agreement.

ARTICLE III DUES DEDUCTION AND AGENCY FEE

- A. It is recognized that the negotiation and administration of this Agreement entails expenses which should be appropriately shared by all part-time faculty members who are beneficiaries of said Agreement. To this end, if a part-time faculty member does not join the Association in accordance with its constitution and By-laws, and/or execute an authorization for dues deduction, such unit member will, as a condition of employment by the College, execute authorization for the deduction of a sum as certified by the Executive Committee of the RISD Part-time Faculty Association to the President of the College on or before the payroll in which the faculty member first qualifies for bargaining unit status, which sum will be forwarded to the Association. Such sum will not exceed the annual membership fee of the RISD PTFA and shall be deducted in the same manner as for a regular member.
- B. The College shall annually on or about October 1 and March 1 provide the Association with a list of all part-time faculty bargaining unit members, including each bargaining unit member's department, home address, his or her home telephone number and e-mail address.
- C. The College shall make deductions monthly for dues from the wages of those who authorize this procedure, and forward same monthly to the treasurer of the RISD Part-time Faculty Association.
- D. The College shall inform all new part-time faculty bargaining unit members at the time of their first contract of the requirements of paragraph A above, and that the Collective Bargaining Agreement is published online. Each teaching contract will include a dues agency fee deduction provision with a signature line.

- E. The President of the Association shall provide the Director of Labor Relations and Academic Affairs with a list of officers on or about October 1 of each year.

ARTICLE IV RIGHTS OF THE ASSOCIATION

- A. Members of the bargaining unit shall not engage in activities which will interfere with the proper performance of his or her duties, or the duties of any other employee of the College. Designated representatives of the Association from the Executive Committee, the Grievance representative, and the State Association Representative shall have the right to conduct official bargaining unit business on the College campus. Association activities shall not interrupt normal College operations.
- B. The Association at the request of its President or any member of its Executive Committee shall be permitted to use College facilities such as copiers and meeting rooms, if available, provided, however, that any cost of using these facilities will be borne by the Association. The Association shall be permitted to use faculty mailboxes. The Association shall also be permitted to use the College's email system for communicating with its members.
- C. The Board will furnish an office for the joint use of the Association and the Full-Time Faculty Association. The selection of an appropriate office space and location shall be at the discretion of the Board and shall be subject to change depending upon current college space requirements. Use of the office shall be subject to all College policies, rules and regulations pertaining to faculty and administrative offices. The Board's obligation to furnish an office shall be coextensive with and limited to the duration of the Faculty Association's obligation under Article XV.
- D. Reasonable requests for factual data directly relevant to wages, hours and conditions of employment necessary to the Association in the administration of this Agreement will be honored. Request for such data shall be made in writing by the President of the Association to the Vice-President of Human Resources.
- E. On or about October 10th and March 22nd, the President of the Association shall be provided, in writing, the following information for all part-time faculty bargaining unit members: name, address, phone number, e-mail address, if available, salary, years of teaching, years in the bargaining unit, base Teaching Units and additional Teaching Units for current academic year, total cumulative Teaching Units, number of Teaching Units accumulated toward sabbatical leave, home department and additional department(s). The Office of Academic Affairs shall provide the President of the Association or their designee with information regarding part-time bargaining unit members' service supported or authorized by Academic Affairs.

ARTICLE V RIGHTS OF INDIVIDUALS

A. Academic Rights.

The parties to this Agreement endorse the following statement concerning academic freedom.

1. Each part-time faculty member is entitled to full freedom in research and creative work and in the publication and exhibition of the results.

2. Each part-time faculty member is entitled to freedom in the classroom, library, and studio in discussion of his or her subject, but he or she should be careful not to introduce into his or her teaching controversial matter which has no relation to the subject. The intent of the preceding sentence is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which this statement is designed to foster. The passage serves to underscore the need for the teacher to avoid persistently introducing material which has no relation to his or her subject. At Rhode Island School of Design there are no limitations of academic freedom because of religious or other aims of the institution.

3. When a part-time faculty member speaks or writes as an individual he or she is free from institutional censorship or discipline. His or her position as a member of an institution of higher learning imposes the obligation to make clear that he or she is not an institutional spokesperson. Hence he or she should at all times be accurate, should exercise appropriate restraint and should show respect for the opinion of others.

B. Personal Rights.

The parties to this Agreement endorse the following statement regarding personal rights:

1. All unit members shall be free to become or not to become members of the Association. No unit member may be discriminated against by the Association or the Board because of his or her choice to become or not to become a member of the Association.

2. As obligated by federal and state law pertaining to non-discrimination in employment, the College and its employees agree not to discriminate against any faculty applicant or employee on the basis of that person's age, race, color, national origin, religion, sex, sexual orientation, gender identity/expression, disability, veteran's status, or membership in any other protected group or to use any other unlawful criteria in considering that person's employment.

ARTICLE VI PERSONNEL FILES

A. Human Resources Office Files

The Office of Human Resources shall maintain one (1) file for each member of the collective bargaining unit.

These materials may be examined by the individual unit member during regular working hours. Notes may be taken from materials in these files, and copies will be provided, at cost, to the unit member requesting them.

B. Working Files

The offices of the Department (where applicable), Division, and Academic Affairs shall each maintain a file for members of the bargaining unit.

The offices of the Department (where applicable) will maintain files for unit members within the department, Division for unit members within the division, and Academic Affairs for all unit members. Unit members may examine these files during normal working hours and make notes of their content. Scans will be provided to unit members requesting them. Unit members assume responsibility for periodically reviewing their files and responding, if they wish, to the contents therein.

C. The Human Resources file, the Division and/or Department files, and the Academic Affairs Office file shall together constitute the College's official personnel file. The Board shall not maintain any personnel files on members of the bargaining unit other than the files described above.

ARTICLE VII PART-TIME FACULTY APPOINTMENTS AND REAPPOINTMENTS

A. Initial part-time appointments to the faculty are made for one (1) year. Notice of reappointment for the following year, again a one-year appointment, or notification that no new appointment will be offered, will be made by March 15 of the first year of service. During the second year of service on a one-year appointment thereafter, notice of reappointment, or notification that no new appointment will be offered, will be made by March 15. During the second year of a two-year appointment, notice of reappointment, or notification that no new appointment will be offered, will be made by March 15. During the second year of a three-year appointment, notice of reappointment, or notification that no new appointment will be offered, will be made by March 15. By March 22 of each year, the College will provide to the President of the Association a list of the names of all part-time faculty bargaining unit members who have been notified that no new appointment will be offered.

The awarding of an appointment or reappointment to teach implies no commitment of the College beyond the term of that appointment or reappointment. Faculty who are non-renewed will be afforded the right to discuss the non-renewal with the Provost.

- B. A part-time faculty member shall not be terminated prior to the completion of the term of his or her appointment without just cause and shall not be suspended or disciplined without just cause during the term of his or her appointment.
- C. Part-time faculty members who have taught a total of fifteen (15) Teaching Units (TUs) in any department, including fall, spring, and Wintersession, or have been in the bargaining unit for five (5) years (not necessarily consecutive nor in the same department), whichever is first, shall, if reappointed, be placed on a sequence of two (2) two-year appointments and an unlimited number of three-year appointments in their home department as defined in Article VIII section C. Faculty members who are entitled to a multi-year appointment as described above, and who teach courses in more than one (1) department, if reappointed, shall be placed on a sequence of two (2) two-year appointments and an unlimited series of three-year appointments in each additional department after completing a total of five (5) years or fifteen (15) Teaching Units in that additional department.
- D. A multi-year contract shall contain the same number of Teaching Units in each of the years of that contract. The first multi-year contract establishes a base number of Teaching Units which will continue to be offered in subsequent multi-year contracts for that part-time faculty member if reappointed, provided that, from the courses or similar courses he or she taught in the last three (3) years, sufficient courses are still designated as courses to be taught by part-time faculty. If there are insufficient courses so designated and conflict arises between one (1) or more part-time faculty members on two (2) or three (3) year contracts over who shall teach a course or courses, the part-time faculty member with the longest part-time service will teach the course or courses. The College may offer an additional course to a part-time faculty member on a multi-year appointment in any year of the multi-year appointment without obligation to offer that course in subsequent years of the multi-year contract or in subsequent multi-year contracts, provided that such additional courses do not exceed the limits on maximum teaching load set forth in Article VII section H. Such additional courses shall be clearly marked "additional course for one year only".
- E. A leave of absence for up to one (1) year may be granted in writing by the Department Head or Dean for the purpose of child care, education or professional growth or to accompany a spouse who is on sabbatical leave. Denial of leave will be for good reason.

Applications for leaves of absence are normally made by March 1 for Fall Semester and Wintersession or October 1 for Spring Semester. A part-time faculty member may ask to teach their full contractual course commitment in one semester or one semester plus Wintersession without a change in bargaining unit status if the Department Head determines that this arrangement will not adversely impact the department's curriculum.

- F. Volunteers shall not teach successive semesters without the approval of the Association, which approval shall not be unreasonably denied. The College will give notice to the Association of the use of such volunteers.
- G. Part time faculty who accept an appointment to one or more term appointments to the full time faculty and who then return to the part time bargaining unit will be treated for purposes of seniority, salary computation, and eligibility for sabbatical leave and multi-year contracts as though they had never left the bargaining unit. Teaching units accumulated during a term

appointment will count toward eligibility for sabbatical leave and multi-year contracts at a rate of nine (9) teaching units per one-year term appointment. The base salary for part-time bargaining unit members who are appointed to a term appointment shall include credit for accumulated part-time service at the rate of (1) one-year per nine (9) teaching units and matched to salary bands and years of service in the Full-Time Faculty Association agreement.

Departments running searches for term appointments will interview all part-time faculty who are on multi-year contracts provided they apply for the open position and meet the requirements listed in the position advertisement, as determined by RISD.

- H. The maximum number of courses a part-time faculty member may teach in an academic year is four and one-half (4.5) Teaching Units. This historic number of courses or Teaching Units taught in no way establishes a base for a part-time faculty member not on a multi-year contract and does not impose an obligation on the Administration to continue to offer the same number of courses or Teaching Units in subsequent years, nor does the base of a multi-year contract establish a maximum number of TUs for a part-time faculty member (unless such base contract is for 4.5 TUs). Part-time faculty bargaining unit members who during their careers at RISD have taught more than the maximum teaching load provided above are listed, with their maximum teaching load, in Appendix A, section C.
- I. Upon appointment, part time faculty members shall be referred to as Lecturer and/or Critic. Upon appointment to the first three year contract, part time faculty members shall be referred to as Senior Lecturer and/or Senior Critic. Nothing shall prohibit a bargaining unit member from referring to their employment at the College as “Adjunct” or “Part-time” Faculty employment.
- J. The Administration shall conduct an orientation program for the Department Heads and Deans concerning the policies and procedures contained in this Article and other pertinent topics during the Fall Semester of each academic year. The Association shall be permitted to participate in and make a presentation during this program.
- K. By October 1 of each academic year, all part-time faculty bargaining unit members will receive written verification of salary, cumulative years of teaching, number of years in the bargaining unit, total Teaching Units accumulated, projected year of eligibility to apply for sabbatical leave, and current contract status. When a part-time bargaining unit member applies for sabbatical leave, he or she will receive written notice of sabbatical salary with a copy to the President of the Association.
- L. Part-time faculty who are on multi-year contracts and apply for a full-time position at RISD shall be interviewed by the search committee, provided that they meet the minimum requirements listed in the position advertisement.

1. It is intended that any and all correspondence regarding the candidacy of a part-time faculty member will be addressed to the faculty member’s home address and that no correspondence about that candidacy shall be delivered through interoffice mail, department mailbox, or hand delivery by department staff.

2. Part-time bargaining unit members who apply for full-time faculty positions and are eligible for interview by the search committee shall be evaluated on the same basis as external candidates.

3. At the time a full-time faculty position is first posted, a detailed position announcement listing the level of hire, the requirements, and desired qualifications, and levels of teaching and professional experience required, shall be posted on the Human Resources website and distributed through e-mail. The announcement shall remain there until the date when applications are no longer being accepted.

- M. In the event of a part time faculty member being appointed to Chief Critic of the EHP, all duties and compensation for such service shall be individually assigned and negotiated as is current practice for full-time faculty, and within the same range customary for full-time faculty. Upon completion of their duties as Chief Critic of the EHP, bargaining unit members shall resume their status as part-time faculty.

ARTICLE VIII WORKLOAD

A. 1. Part-time faculty members are responsible for the teaching of the course or courses for which they are engaged by contract to teach. This teaching responsibility requires the presence of the part-time faculty member at all regularly assigned times that the particular course or courses are in session. The teaching responsibility includes preparation for classroom instructions, the submission of syllabi prior to the start of the semester, unless required to do so earlier by the Curriculum Committee, evaluation and grading of students, advising of students with respect to the particular course or courses and other duties related to the teaching of the instructor's particular course or courses including all instructor-initiated crits and field trips which are part of the course.

2. Instructors of multi-section courses may be required to attend organizational meetings for the course as part of the preparation and evaluation of courses. If attendance at such meetings is mandatory, they will be scheduled at times when part-time faculty are reasonably available. All faculty are required to submit the syllabus for such courses no later than the start of the semester in which such a course is to be taught provided they have received the course guidelines.

B. 1. During each academic year, part-time faculty bargaining unit members may, with the approval of the Department Head and Dean, teach up to five (5) independent study projects. Part-time bargaining unit members may teach independent study projects in any term whether they are teaching in that term or not. Payment for each independent study project during each of the three years of this Agreement shall be

\$815

2. Part-time faculty may participate in graduate thesis committees if invited to do so by graduate students under the guidelines set forth by Academic Affairs. All part-time faculty participating in graduate thesis committees will be compensated at the same rate as for the supervision of an Independent Study Project. Such service on a graduate thesis committee will count toward the limit of five (5) Independent Study Projects established in Article VIII.B.1 above.

3. Undergraduate degree project and senior thesis supervision is normally done as part of a course. Part-time faculty members who are contracted to teach undergraduate degree project or senior thesis courses will be paid for all or a percentage of a Teaching Unit at their normal Teaching Unit rate. This course will count toward the maximum workload established in Article VII section H. The percentage of a Teaching Unit allocated for an undergraduate degree project or senior thesis course will be determined by the number of contact hours the department expects the faculty member to spend during the semester. This percentage varies from department to department. A part-time bargaining unit member may, with the approval of the Department Head and Dean, supervise an individual student three-credit, six-credit, or nine-credit degree project or senior thesis course. In this case the degree project/senior thesis will be treated in all respects as an independent study course for each three-credits awarded and counts toward the maximum number of independent study courses during an academic year or term as provided above.

4. Deans and Department Heads may not ask part-time bargaining unit members to perform work which is reserved exclusively to full-time faculty members, including but not limited to out-of-class student academic advising, work with student groups, or assistance at registration. Deans and Department Heads may ask part-time bargaining unit members to perform work which is not reserved exclusively to full-time faculty members, including but not limited to organization of or assistance with shows or exhibitions, set-up or supervision of facilities, or management of galleries, but such work is explicitly not required.

a. The payment schedule for such additional work shall be as follows:

Service on search committees	\$1750 per search
Service on academic or department committees	\$425 per semester
Supervision of student gallery shows	\$250 per show
Visiting critic, guest lectures, or workshops in another degree program class	\$110 - \$425 per day
F/W/S travel course stipend	\$500 per week

b. Only Department Heads, Deans, and the Office of Academic Affairs are authorized to ask part-time faculty members to work in the department, substitute teach, or perform any other work for which compensation is required under the terms of this Agreement. Part-time bargaining unit members who are asked to perform other work such as supervision of academic facilities or assignment to co-curricular or academic projects and which is not specifically excluded in Article VIII.4. and which is not listed in the Article VIII.4.a schedule, will be provided a formal appointment letter from Academic Affairs defining the duties and compensation for that activity. All such appointments must be approved by the Provost.

The College shall consult with the PTFA President or their designee regarding the remuneration for newly created categories of academic work. The parties will endeavor to conclude consultations promptly to insure that the part-time faculty member receives timely appointment and compensation.

The President of the Association shall receive an annual report on or about March 15 of each year regarding current academic year appointments involving bargaining unit members.

c. Bargaining unit members who substitute for another faculty member because of illness, bereavement, jury duty, or any other absence shall receive payment pro-rated to their teaching unit rate. This substitution may not be counted as part of the teaching unit base for any purpose. Substitutions of three weeks or more will be counted as a pro-rated part of a teaching unit for the purposes of multi-year eligibility and sabbatical accrual.

d. All requests from other campus entities to have an adjunct contracted for work unrelated to instruction in the degree program or Continuing Education, should be sent in writing including duties, compensation and total hours to be worked, prior to the start of the work, to the Director of Academic Administration or their designee. All such appointments must be approved by the Provost.

e. Department Heads will make reasonable efforts to use part-time faculty from within their departments to fill short-term vacancies and term appointments.

C. A part-time faculty member's teaching load may be multi-departmental. Part-time faculty will not be discriminated against in scheduling vis-à-vis the full-time faculty. In cases where a part-time faculty member's teaching load is multi-departmental and/or multi-divisional, the part-time faculty member's home department shall be determined by (1) mutual agreement, (2) department where initially hired, or (3) department in which the faculty member customarily teaches the majority of his or her Teaching Units. The Department Head of the home department and the Dean of the division which includes the home department shall be that faculty member's supervisors. If a part-time faculty member is non-reappointed in his or her home department but is appointed or reappointed in another department or departments, the new home department shall be determined as above.

ARTICLE IX SALARY

A. Part-time faculty will be compensated on the basis of Teaching Units based on the following formula:

Studio Courses - in Fall and Spring Semesters, five (5) contact hours per week equal one (1) Teaching Unit; in Wintersession, ten (10) contact hours per week equal one (1) Teaching Unit.

Lecture Courses - in Fall and Spring Semesters, three (3) contact hours per week equal one (1) Teaching Unit; in Wintersession, six (6) hours per week equal one (1) Teaching Unit.

B. Minimum salary per Teaching Unit.

Years at RISD

18+	\$8000
15-17	\$7500
12-14	\$7000
10-11	\$6250
8-9	\$5250
6-7	\$5000
3-5	\$4750
1-2	\$4500

The per-Teaching Unit rate for continuing faculty shall increase at the same percentage as the base salary for full-time faculty during the life of this Agreement.

C. Salary Review Procedure

A part-time faculty member may request an increase in his or her established per Teaching Unit rate if that faculty member has experienced a change in circumstance including to but not

limited to completion of a terminal degree a bona fide offer of a part-time teaching position at a higher rate of pay; significant professional achievement such as a major grant or award or excellence in teaching in accordance with criteria determined by Academic Affairs.

1. The part-time faculty member requesting such a review shall submit written justification and documentation of the request, with the endorsement of the department head and dean, to the Provost. The Provost shall respond to the request within 30 days and shall share such response with the President of the Association.

2. A part-time faculty member may receive a salary adjustment under the terms of this provision only once in every three years.

3. The Provost's decision to approve, reject, or adjust a salary review is specifically not grievable.

ARTICLE X SABBATICAL LEAVE

A. Sabbatical Leave – Faculty

1. The purpose of Sabbatical Leave is to make it possible for the part-time member of the Rhode Island School of Design Faculty to be released from regular academic responsibilities in order to devote time to creative work, research, or writing which will improve his or her professional status as well as his or her contributions to the Rhode Island School of Design as an artist, designer, scholar and teacher.

2. Sabbatical leave complying with the standard contained in paragraph 1, above, will normally be granted under the following terms and conditions:

a. Sabbatical leave will normally be granted to a part-time faculty member upon at least twelve (12) cumulative semesters of part-time teaching at RISD, exclusive of approved leaves of absence, and the accumulation of thirty-six (36) Teaching Units of part-time teaching. Part-time faculty who substitute for full-time faculty for a specific period of time of up to two (2) years will continue to accrue eligibility time toward sabbatical leave. Only fifty percent (50%) of a part-time faculty member's accumulated Teaching Units taught prior to the 1984-85 academic year will count toward the total needed accumulation of thirty-six (36) Teaching Units.

b. A sabbatical leave may be for either one (1) semester at full salary based upon the average number of Teaching Units taught per semester during the last six (6) consecutive years of part-time service or a full year at eighty percent (80%) salary based on the average number of Teaching Units taught per year during the last six (6) consecutive years of part-time service. If a part-time faculty member's workload is typically scheduled in one-term, their sabbatical will be considered a full year sabbatical.

c. If a part-time faculty member applies for but is not granted a sabbatical leave for his or her first year of eligibility for reasons other than the merits of his or her proposal, he

or she shall be given priority over another part-time faculty member in the following year in instances where discretion is being exercised in granting a sabbatical leave between part-time faculty members who both have meritorious sabbatical leave proposals. The first year of eligibility will start the accrual of time toward the next sabbatical leave.

d. Part-time faculty will apply to their department head by November 15 of the year prior to the proposed sabbatical year. The department head shall submit his/her recommendation to the Dean, and the Dean will submit his/her recommendation by December 15 to the Provost for a decision. Notification of this decision will be given to the part-time faculty member by March 15.

e. All proposals for sabbatical leave must meet the standards set forth in paragraph 1 above. Approval may be affected by the number of applicants within the program, department, division, or the feasibility of covering classes of the applicant, financial considerations or other reason. The final decision concerning the granting or denial of sabbatical leave shall be made by the Provost and shall not be arbitrary or capricious.

f. Part-time faculty members shall not accept teaching appointments at any other institution to a greater extent than the part-time faculty member had been engaged prior to sabbatical without written permission from the Provost and provided that the nature of the assignment is consistent with the approved research/scholarly/creative purpose of the faculty member's sabbatical.

g. Part-time Faculty members should conform during sabbatical leave with their proposals. Failure to comply with the terms of the grant of the sabbatical leave may result in forfeiture of all compensation during the period of sabbatical. Sabbatical proposals may be amended at any time during the sabbatical leave by mutual agreement between the part-time faculty member and the Provost.

h. Within one month of completion of a sabbatical leave a part-time faculty member shall send a written submission or documentation of their activities to their Department Head, Dean and Academic Affairs and may later share their finding or work through lectures or exhibitions with the larger community of the Rhode Island School of Design.

ARTICLE XI BENEFITS

- A. Part-time faculty are entitled to free membership, single or family, in the Museum of Art, Rhode Island School of Design.

- B. Part-time faculty may audit courses in the undergraduate program at the College at no cost.

- C. The present practice will continue with respect to absence of a part-time faculty member due to illness, bereavement, parental qualifying events under the FMLA or the R.I. Temporary Caregivers statute, or jury duty. The part-time faculty member will notify the Department Head and Dean as soon as possible so that the Department/Division may arrange for a substitute for missed classes.

- D. Part-time faculty members may elect to purchase, at their cost and expense, certain benefits made available by the College to full-time faculty members provided, however, that the part-time faculty member so electing fulfills all eligibility requirements established by the benefit provider and pays for such benefits by way of a salary deduction. These benefits shall include health care plans, dental care coverage available to the full-time faculty, the Supplemental Retirement Annuity plan, and Group Disability coverage.
 - 1. The College shall provide a plan whereby those part-time faculty members who purchase health care coverage through the College may do so in pre-tax dollars.

 - 2. Part-time- faculty members who purchase any of the benefits coverage referenced in Paragraph D of this Article through the College agree to be paid over a twelve month schedule from July through June, and to have their deductions spread over a twelve month period.

 - 3. The College shall contribute toward the optional purchase of health care coverage for certain members of the part-time faculty.
 - a. The health care plan which will be covered by this provision is the individual and family coverage by Healthmate Coast to Coast or other such plan which may in future be designated by the College as its base health care plan.

 - b. The faculty members eligible for this contribution are those who have met the following provisions:
 - (1) As of the open enrollment period have completed five (5) years as part of the bargaining unit (not necessarily consecutively).
 - (2) As of the open enrollment period have received a multi-year contract under which they teach at least three (3) teaching units in an academic year.

- c. The College shall contribute to the cost of individual of family coverage for these qualified part-time faculty members as follows:

Number of base teaching units	College contribution	Faculty contribution
3.00-3.99 TU	35%	65%
4.00+ TU	45%	55%

- d. During the open enrollment period, the College will send information about the health care coverage and rates to all part-time faculty.
- e. The Administration of Rhode Island School of Design agrees to provide annually to the President of Rhode Island School of Design Faculty Association a list of those members of the Association who meet the eligibility requirements to participate in the health care plan pursuant to Article XI.D of the Collective Bargaining Contract; and a list of those members of the Association who participate in such health care plan.
- E. During each of the three (3) years of this Agreement, the College shall provide \$18,000 to be used for educating part-time faculty members in the use of new technologies in their disciplines.
- F. Tuition Remission for Dependent Children at RISD
 Dependent children of Part-time Faculty Association members who have completed five (5) years as part of the bargaining unit (not necessarily consecutively) and who have received a multi-year contract under which they teach at least three (3) teaching units are eligible for four years (five year architecture program) of remitted tuition of \$1000 per year. Applicants must apply to Rhode Island School of Design and be accepted through the Admissions Department. The faculty member must apply for Tuition Remission through Human Resources each semester of dependent child/children for whom they seek the tuition benefit.

Recipients must be legal dependents as defined by the IRS for federal income tax purposes and must be enrolled as full-time undergraduate students at Rhode Island School of Design. Board, room, and other special fees are not covered.

If an eligible faculty member retires or dies while employed at RISD, an eligible dependent will continue to receive the tuition benefit as long as she/he is currently enrolled at RISD at the time of death or retirement of the parent. Faculty members who separate from RISD for other reasons are not eligible for tuition remission benefits for future semesters, and will be responsible for refunding a prorated share of the value of the tuition payment for the current semester as determined by RISD.

If a participating student withdraws from school or drops from full to part-time student status during a semester, he/she is no longer eligible to receive tuition benefits for that semester. It is the faculty member's responsibility to arrange for return of tuition benefits or to reimburse the College directly. Failure to notify Human Resources of the change in status will result in the faculty member's loss of future eligibility for tuition remission benefits.

These tuition benefits may be taxable income to the faculty member depending on IRS regulations in effect at the time the benefits are received.

- G. Continuing Education Benefits
Part-time Faculty Association members who have completed five (5) years as part of the bargaining unit (not necessarily consecutively) and who have received a multi-year contract under which they teach at least three (3) teaching units and members of their respective families may take courses at reduced or no tuition in the College's Continuing Education Division on a space available basis. For purposes of this benefit, members of the family mean an employee's spouse or domestic partner and dependent children. All fees/cost over and above tuition are the responsibility of the individual.

Part-time faculty members who do not meet the criteria above, but who have the prior approval of her/his Department Head, may be eligible for Continuing Education classes on a space-available basis provided the course is relevant to his/her teaching duties at RISD.

Part-time faculty members may fill unused seats in computer courses offered by Continuing Education at no charge, provided that they pay for any lab fees associated with the course.

ARTICLE XII GRIEVANCE PROCEDURE

- A. A grievance is any complaint by an individual part-time faculty member and/or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.
- B. The following procedure shall apply for the presentation and disposition of all grievances.

Step 1. A part-time faculty member shall first discuss any alleged grievance informally with his or her Dean. The Dean will attempt to resolve the grievance at this level.

Step 2. If the issue is not resolved during informal discussion with the Dean, it may be presented to the Vice-President of Human Resources as a formal grievance, in writing, within the time prescribed by Section D hereof. The Vice-President of Human Resources shall meet with the grievant within ten (10) calendar days and render a written decision within ten (10) calendar days of the meeting. The grievant has the right to have her/his NEARI representative at this meeting as well as a PTFA representative.

Step 3. If the aggrieved person is not satisfied with the disposition of the grievance at Step 2, or if no decision is rendered within ten (10) calendar days from the meeting with the Vice-President of Human Resources, he or she may appeal the decision of the Vice-President of Human Resources, or his or her lack of action, directly to arbitration.

Notice of intention to request submission to arbitration must be in writing and sent by certified mail, return receipt requested to the Vice-President of Human Resources no later than either fifteen (15) calendar days following the decision of the Vice-President of Human Resources or fifteen (15) calendar days following the expiration of ten (10) calendar days from the meeting

with the Vice-President of Human Resources, whichever shall first occur. Arbitration shall be pursuant to the Labor Arbitration Rules then in effect of the American Arbitration Association.

- C. If a grievance affects a group or class of part-time faculty members, the Association may submit such grievance in writing to the Vice-President of Human Resources within the time prescribed by Section D hereof.
- D. A grievance must be presented to the Vice-President of Human Resources as a formal grievance in writing within twenty-one (21) calendar days of the occurrence of the cause for complaint or if neither the aggrieved part-time faculty member nor the Association had knowledge of said occurrence at the time of its happening, then within twenty-one (21) calendar days of the first such knowledge by either the aggrieved part-time faculty member or the Association. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement shall be conclusively waived by reason of failure to process within the time limits provided. If a grievance decision is not received within the prescribed time limits, it may then be appealed to the next level.
- E. Time limits in this Article may be extended by mutual agreement in writing.
- F. Reasonable requests for factual data relevant to the grievance will be honored.
- G. The decision of the Arbitrator shall be final and binding. However, the Arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.
- H. The Association may assist a faculty member at any level of the grievance procedure. However, prior to commencing any investigative interview which may lead to discipline, the Administration shall contact the President of the Association who may elect to accompany the faculty member (or send a designee) to said interview or discussion at the faculty member's election.
- I. A part-time faculty member who intends to initiate a formal individual grievance in writing with the Vice-President of Human Resources must notify the Association of his or her intent and inform the Association as to the disposition of a grievance. The Association shall have the right to be present and to be heard at the meeting with the Vice-President of Human Resources and arbitration hearing subsequent to the filing of a formal individual grievance in writing.

ARTICLE XIII NO STRIKE - NO LOCKOUT

The Association will not call, cause or sanction, nor will the members of the bargaining unit engage in any strike, sympathy strike, picketing or work stoppage, nor will the Board lockout its employees, during the term of this Agreement.

ARTICLE XIV ALTERATION OF AGREEMENT

- A. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless modified, amended, or altered in writing and signed by both parties.

- B. Both parties agree that this Agreement covers all arrangements concerning wages, hours, and terms and conditions of employment that are to be in effect during the terms of this Agreement. Therefore, both parties agree that no further obligation exist to bargain collectively about wages, hours, or terms and conditions of employment prior to the expiration of this Agreement, unless both parties agree otherwise.

- C. Both parties agree that non-substantive omissions, errors in written language, or other mutually acknowledged mistakes may be corrected to reflect the actual agreements of the parties without reopening the Agreement.

ARTICLE XV SAVINGS CLAUSE

Should any part of this agreement be rendered or declared invalid by a court of competent jurisdiction in the State of Rhode Island or elsewhere, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof and they shall remain in full force and effect.

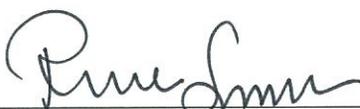
ARTICLE XVI

DURATION

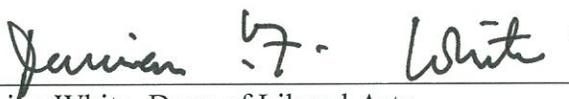
This Agreement and each of its provisions, except as otherwise specifically provided, shall be binding and effective as of July 1, 2018 and shall continue in full force and effect until the 30th day of June, 2021.

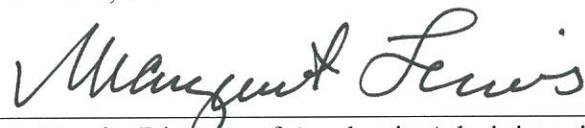
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers this 1st day of August 2018.

Rhode Island School of Design

By 
Rosanne Somerson, President

By 
Candace Baer, Vice-President, Human Resources

By 
Damian White, Dean of Liberal Arts

By 
Margaret Lewis, Director of Academic Administration

By 
Donna Scally, Director of Labor Relations

Rhode Island School of Design Part-time Faculty Association

By 
Richard Gann, President

By 
Gloria-Jean Masicarotte, Secretary

APPENDIX A SPECIAL STATUS FACULTY

- A. Effective with the 1993-94 academic year, no faculty members shall be added to the Long Term Part-Time Faculty and the Long Term Part-Time Faculty shall cease to exist. The four (4) faculty members listed below with their TU base who are members of the Long Term Part-Time Faculty as of the 1992-93 academic year shall retain all rights pursuant to Article VII sections 6 and 8 of the 1990-1993 Part-Time Faculty Contract.

Anthony Janello	4 TU
Doug Scott	4 TU
Susan Sklarek	4 TU

- B. The faculty members listed below shall be guaranteed that they will not be non-reappointed except as provided in Article VII.6.c. of the 1990-1993 Part-Time Faculty Agreement and that so long as they remain employed as part-time faculty members their TU load cannot be reduced below the base listed beside their names except as provided in Article VII.6.f. of the 1990-1993 Part-Time Faculty Agreement.

Luis Alonso	4.5 TU
Deborah Coolidge	3 TU
Alba Corrado	5 TU
Martie Holmer	3 TU
Leonard Long	5 TU
Lisa Scull	3.25 TU
Gwen Strahle	3 TU
Donald Thornton	2 TU
Janet Zweig	3 TU

C. The following part-time faculty members have taught more than the maximum course load set forth in Article VII section H prior to the date of this Agreement and may teach the maximum number of courses or Teaching Units listed if requested by the Department Head and Dean and approved by the Provost; however, the College is not obligated to offer the maximum number of courses or Teaching Units to any part-time faculty member except as provided in Article VII. D.

Name	Courses	Teaching Units
Alonso, Luis	4	5
Coolidge, Deborah	4	5
Corrado, Alba	4	5
Glaser, Gerald	5	5
Holmer, Martie	4	5
Long, Leonard	5	5
Sklarek, Susan	5	5
Strahle, Gwen	4	5
Subotnick, Steve	5	5
Zweig, Janet	5	5

D. Faculty who retire, voluntarily separate, or pass away will be removed from the above Sections of this Appendix upon notification to Academic Affairs.