

AGREEMENT

between

The RIC/AFT Adjunct Faculty Union, Local 1563, AFT

And

Rhode Island College and the Council for Postsecondary
Education

2018-2021

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AGREEMENT

In this Agreement entered into this day of _____, 2020 by and between the Rhode Island Council for Postsecondary Education, hereinafter referred to as the Council, and the RIC/AFT Adjunct Faculty Union, Local 1536, the parties hereby agree as follows:

PREAMBLE

The intent and purpose of this Agreement is to promote the quality and effectiveness of education at Rhode Island College, hereinafter referred to as the College, and to maintain high standards of academic excellence in all phases of instruction at the College. The parties hereto concur that these objectives can best be achieved by means of amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the College as an institution of higher learning; that effective and harmonious working relationships between the Council and the RIC/AFT Adjunct Union are necessary in order that the cause of public higher education may best be served at the College; and that orderly, just, and expeditious resolution of issues which may arise as a result of the provisions of this Agreement are in the best interest of the adjunct faculty, the student body, the College, and the public which supports it.

Now, therefore, the parties hereto agree as follows:

ARTICLE I: RECOGNITION

1.1 Recognition

Pursuant to and in accordance with all applicable provisions of Section 36-1 1 of the General Laws of Rhode Island, 1956, as amended, the Rhode Island Council for Postsecondary Education does hereby recognize the Rhode Island Federation of Teachers and Health Professionals, AFT, AFL-CIO, as the exclusive bargaining agent for all part-time employees of the RI Council for Postsecondary Education who are employed at Rhode Island College as adjunct faculty who have satisfactorily completed six (6) faculty load hours within two (2) calendar years, but excluding the Applied Music Sections, Non-Credit Courses, Managerial and Supervisory employees, Confidential employees, and employees in other certified bargaining units at Rhode Island College along with their certified bargaining agent (Unions) (except if other bargaining unit employees have dual employment), as their sole representative for the purpose of collective bargaining; and that pursuant to the provisions of §28-7-16 of the Act, the RI Federation of Teachers and Health Professionals, AFT, AFL-CIO is the exclusive bargaining representative of said employees for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

- 1.2 This Agreement shall be binding upon and is exclusively between the RIC/AFT Adjunct Union and the Council unless otherwise specified herein. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the RIC/AFT Adjunct Union and the Council unless otherwise specifically provided herein.
- 1.3 This Agreement shall not be construed to prevent the Council or any agent thereof from meeting with any individual to hear views on any matters, except that as to matters so presented which are proper subjects of collective bargaining. Any changes or modifications of this Agreement shall be made only through negotiations and Agreements with the RIC/AFT Adjunct Union.
- 1.4 No person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with the Council concerning any terms or provisions of this Agreement except through the authorized representatives of the RIC/AFT Adjunct Union. Faculty will adhere to the provisions of the collective bargaining Agreement.

1.5 Maintenance of Bargaining Unit Status

An adjunct faculty member must maintain a teaching load of six (6) faculty load hours within two (2) calendar years to remain in the bargaining unit. Any adjunct faculty member who does not maintain a six (6) credit minimum teaching load within two (2) calendar years will be removed from the bargaining unit on 1 September and 15 January following the two year period without six (6) faculty load hours, unless such a faculty member loses and assignment according to those circumstances described in Article XI, Course Assignments and Cancelled Assignments.

1.6 Use of College Facilities

The RIC/AFT Adjunct Union shall be allowed, upon appropriate advance notice and where there is no conflict with other scheduled use, to use campus meeting facilities. The RIC/AFT Adjunct Union shall meet any additional expense incurred in the furnishing of such space.

A bulletin board shall be reserved for exclusive use of the RIC/AFT Adjunct Union in a mutually agreeable location.

The RIC/AFT Adjunct Union shall have the right to use faculty mail boxes for communications, including mass distribution. All adjunct faculty members shall have access to voice mail and to e-mail accounts. Adjunct faculty also shall be provided computer access, and that access shall be reserved for adjunct faculty use only. Adequate office space exclusively for adjunct faculty use shall be provided as well.

1.7 Dues Deductions and Agency Fee

A. Membership in any employee organization may be determined by any individual employee. Members of the Union shall pay dues, fees, and assessments as determined by the Union.

B. Each pay period (that the member is on the payroll), the Controller shall, upon certification of the exclusive organization, deduct from said employee's salary said amount and remit the same to the

treasurer or designee of the exclusive bargaining organization. The Council shall not deduct dues, fees, or assessments for membership in any other Union.

C. The Council recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Council agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.

D. The appointing authority shall give written notice to the President of the Union of all new employees within the bargaining unit when they become eligible for membership in the RIC Adjunct Faculty Union. Said notice shall include the employee's name, address, personal (if available) and work email address, and date of hire.

E. The Council will discontinue such deductions if notified by the Union in writing. In the event the Council receives such notification by an employee, it shall refer the employee to the Union. The Union is fully responsible for responding to any objections by an employee regarding their dues, fees, and assessments deduction.

F. The Union shall indemnify and hold the Council harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Council in reliance upon the Union's representation that its dues, fees, and assessments have been lawfully increased and in accordance with the Union's Constitution and By-Laws of for the purpose of complying with any of the provisions of this article.

G. The Council agrees that it shall forward twice each year to the Union the list of bargaining unit members for the local union and their mailing addresses.

- 1.8 Within thirty (30) days of the beginning of the fall and spring semester, the Council or its designee shall forward to the Treasurer of the RIC/AFT Adjunct Union notice of those adjunct faculty teaching that semester, including the number of faculty load hours being taught by each adjunct faculty member. At the end of each summer session, the Council or its designee shall forward to the Treasurer of the RIC/AFT Adjunct Union notice of those adjunct faculty who taught that session, including the number of faculty load hours being taught by each adjunct faculty member.

ARTICLE II: MANAGEMENT RIGHTS

The Union recognizes that the Council, the Commissioner of Higher Education and the Administration of the College have responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the College to the full extent authorized by law, except as modified by the terms and conditions of this Agreement.

Except as hereinafter specifically provided, the operation and administration of Rhode Island College, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Council

and its Chair and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Council or any agent thereof.

ARTICLE III: DEFINITIONS

- 3.1 The term "Administration" shall be defined as the President and other administrative officers of the College.
- 3.2 The term "Bargaining Unit" refers to all adjunct faculty, defined as those who have taught and those who are currently on approved leave and who have taught at the College for at least six (6) faculty load credit hours over the preceding two calendar years.
- 3.3 The term "Council" as used in this Agreement refers to the Rhode Island Council for Postsecondary Education.
- 3.4 The Terms "College" and "RIC" refer to Rhode Island College.
- 3.5 The Term "Commissioner" refers to the Commissioner of Postsecondary Education or Acting Commissioner of Postsecondary Education for the State of Rhode Island.
- 3.6 The term "Dean" includes references to the Director of the Library.
- 3.7 The term "Department" as used in this Agreement refers to academic departments of the faculty as may from time to time be approved by the President and when necessary recognized by the Council.
- 3.8 The unqualified term "Faculty" as used in this Agreement means a member or members of the bargaining unit as defined in Section 1.1 of this Article.
- 3.9 The term "President" as used in this Agreement means the chief executive officer or acting chief executive officer of Rhode Island College.
- 3.10 The term "RIC/AFT Adjunct Union Representative" as used in this Agreement means any representative of the RIC/AFT Adjunct Union who has been officially designated in writing as such by the President of the RIC/AFT Adjunct Union.
- 3.11 The term "Working Day" shall mean any day on which the College is open for the transaction of business.
- 3.12 All singular pronouns and relative words written in the masculine, feminine or neuter shall also refer to the plural.
- 3.13 Subject to future modification, as necessary, by mutual agreement of the parties.

ARTICLE IV: NON-DISCRIMINATION CLAUSE

- 4.1 The Council and the Union agree not to discriminate in any way against adjunct faculty covered by the Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability status, marital status, or political affiliation.

- 4.2 The Union and the Council shall not discriminate against, interfere with, restrain or coerce adjunct faculty for exercising the right to join or not join the Union and will not discriminate against the adjunct faculty member in the administration of the Agreement because of membership or nonmembership in the Union.

ARTICLE V: INVOLVEMENT IN COLLEGE AFFAIRS

5.1 Departmental Meetings

Adjunct Faculty may attend departmental meetings, may participate in all discussions concerning adjunct-related issues and concerns, and may vote on matters pertaining to adjuncts as determined by the Department Chair.

5.2 Adjunct Advisory Committee

There may be an Adjunct Advisory Committee established in each department, the size of which shall be left to the discretion of the adjunct faculty in each department. This committee shall meet as its members see fit, and may meet with the department chair as necessary to discuss matters of interest to either party.

5.3 Adjunct Representative to the DAC

Upon the agreement of the faculty of any department, the adjunct faculty in such department shall elect one of their own who shall serve on the Department Advisory Committee (DAC) when the agenda of the DAC includes matters pertaining to adjuncts. The adjunct representative to the DAC shall be provided a copy of each DAC meeting agenda in a timely fashion, and shall have the right to attend, participate, and vote on matters pertaining to adjuncts, as determined by the Department Chair.

5.4 Selection of Chairperson

Each departmental chairperson selection process shall provide for consultation between the chairperson of the departmental advisory committee and an adjunct representative, where one exists, from that department.

5.5 Adjunct Representative to the Academic Calendar Committee

There shall be an adjunct faculty member designated by the President of the RIC Adjunct Faculty Union who shall serve on the Academic Calendar Committee.

5.6 Adjunct Representative to the Facilities Committee

There shall be an adjunct faculty member designated by the President of the RIC Adjunct Faculty Union who shall serve on the Facilities Committee.

ARTICLE VI: PERSONNEL FILES

- 6.1 The College shall maintain an official personnel file for each adjunct faculty member subject to this Agreement. Such file shall contain copies of personnel transactions, transcripts, official correspondence with the employee, and the evaluation reports prepared by the College.

- 6.2 The adjunct faculty members shall have the right to examine his/her official personnel file at any time during normal business hours and to file a statement in response to any item placed in his/her file, provided, however, any letters or recommendation solicited in connection with his/her employment shall not be available to that employee, or to his/her representative.
- 6.3 A designated member of the RIC/AFT Adjunct Union, having written authorization from the adjunct faculty member concerned, and in the presence of a representative of the College Administration, may examine the official personnel file of that adjunct faculty member, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written charges proffered against the adjunct faculty member by the college.
- 6.4 An adjunct faculty member shall have the right to reproduce at his/her cost all documents in his/her personnel file, except as noted in paragraph b above.
- 6.5 No anonymous material shall be placed in an adjunct faculty member's personnel file.
- 6.6 Materials shown to be false or unsubstantial shall be removed from the adjunct faculty member's official personnel file. The Burden of proof of false or unsubstantiated material shall rest with the adjunct faculty member.
- 6.7 Departmental Files. Each academic department may maintain a departmental file for each adjunct faculty member to include copies of materials such as summaries of student evaluations, summaries of teaching load and course assignments, reprints of activities, reviews of exhibits, and the like. The same rights of access and the same provisions for use of materials as indicated in 6.2 above shall apply to departmental files. The adjunct faculty member shall be responsible for providing materials for these files.
- 6.8 The College Administration shall be responsible for maintaining a separate file on grievances under process arising from the provisions of this Agreement. Materials pertaining to completely processed grievances which are placed in the adjunct faculty member's personnel file shall be completed and shall contain a statement concerning the final disposition of the grievance.
- 6.9 Each adjunct faculty member shall be responsible for providing material for an up-to-date personnel file.

ARTICLE VII: EVALUATIONS

- 7.1 Academic departments may conduct teaching observations in order to evaluate teaching effectiveness during each academic year in which an adjunct faculty member is teaching. The observer shall be appointed from among the tenured full-time faculty by the department chair or academic program director. Adjunct faculty members eligible for level advancement who have not been evaluated pursuant to Section 7.1 and 7.3 within the prior twelve months may notify their department chair and

request the evaluation(s) of a course(s) in the semester before or during the semester in which the adjunct faculty member becomes eligible for level advancement. The Department Chair shall endeavor to have a full-time faculty member from the same academic discipline and area of study be assigned to perform classroom teaching observation.

- 7.2 Every class taught by an adjunct faculty member will be subject to student evaluation of the instructor.
- 7.3 The teaching effectiveness of an adjunct faculty member shall be based on the following: command of the subject; skill in organizing and presenting course material with force and logic; intellectual integrity and enthusiasm for learning both within and without the classroom; ability to motivate students to intellectual curiosity; and actual teaching performance as determined by various techniques of measurement, including class visits by the department chairperson or designee, and student evaluations. Any department may develop additional criteria and/or standards for satisfactory teaching, provided the criteria and/or standards have been agreed upon by the Administration and the RIC/AFT Adjunct Union.
- 7.4 The term "teaching" shall encompass classroom instruction, online instruction, clinical oversight, laboratory experience, studio supervision and other forms of teaching and learning that require scheduled, for-credit interaction between the adjunct faculty member and student(s).
- 7.5 After any evaluation by faculty, the adjunct faculty member shall be provided a copy of the evaluation, and if appropriate, shall be offered constructive criticism, to enable the adjunct faculty member to improve his/her teaching. The adjunct faculty member shall have the right to append comments to any evaluation by faculty.
- 7.6 Adjunct faculty will not be included in the bargaining unit or eligible for additional course assignments until they have satisfactorily completed six faculty load hours within two calendar years, and the College has reviewed all course evaluations, which shall normally occur no later than one month after grades are due for the semester or the summer session.

ARTICLE VIII: DISCIPLINE AND DISCHARGE PROCEDURE

- 8.1 The Union recognizes the authority of the College and the Council for Postsecondary Education to suspend, dismiss or take other appropriate action against an adjunct faculty member for just cause. Discipline shall be progressive and dismissal shall result from very serious and/or repeated incidents of misconduct. Dismissal shall be defined as the discharge of an adjunct faculty member prior to or after the end of the limited appointment period.

- 8.2 An adjunct faculty member shall receive a written statement of reasons for any disciplinary action no later than two (2) weeks after the end of classes for the semester in which the decision was made. If the adjunct faculty member considers such disciplinary action to be improper, he/she may appeal the decision in accordance with the grievance procedure.

ARTICLE IX: GRIEVANCE PROCEDURE

9.1 Purpose

It is the declared objective of the RIC/AFT Adjunct Union and the Council to encourage the prompt and informal resolution of grievances of adjunct faculty members as they arise and to promote recourse to orderly procedures for the satisfactory adjustment of grievances.

9.2 Definitions

For the purpose of this Agreement the term “grievance” means any difference or dispute between the Council and the RIC/AFT Adjunct Union or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement that shall be presented in writing.

9.3 Procedure for Handling Grievances

- a. For the purpose of handling grievances, working days during the Christmas recess and Spring recess shall not be used to compute the time limitations contained in this Article.
 - b. For the purpose of this Agreement the terms aggrieved and grievant shall include an individual or a group of employees represented by the RIC/AFT Adjunct Union, or the RIC/AFT Adjunct Union on its own behalf.
 - c. The aggrieved may file his/her written grievance with the appropriate dean, or with the comparable supervisor, not later than twenty-one (21) calendar days following the grievant’s knowledge of the act, event, or commencement of the condition which is the basis of the grievance.
 - d. College Level – Step 1. The aggrieved shall discuss his/her grievance with the appropriate dean or comparable supervisor, who shall attempt to resolve the grievance within seven (7) days of its receipt and shall render a written decision to the grievant with copies to the President and the President of the RIC/AFT Adjunct Union no later than five (5) days after having heard the grievance.
- 9.4 College Level – Step 2. If the grievance is not satisfactorily resolved through Step 1, the grievant or the RIC/AFT Adjunct Union may submit the grievance in writing within ten (10) working days to the President. The President or his/her designee shall meet within seven (7) working days of the receipt of the grievance, with the grievant and a RIC/AFT Adjunct Union Representative(s) to discuss the grievance. The President shall issue his/her decision, setting forth the reasons thereof in writing to the grievant and to the RIC/AFT Adjunct Union President or his/her designee no later than five (5) working days after having heard the grievance.

9.5 Council for Postsecondary Education Level – Step 3. If the grievance is not satisfactorily resolved through Step 2, the grievant or the RIC/AFT Adjunct Union may submit the grievance in writing to the Commissioner within ten (10) working days following completion of Step 2. A copy of all materials which came forth in the grievance procedure to that level shall be enclosed. Within ten (10) working days of the receipt of the grievance, the Commissioner or his/her designee shall hold an informal hearing with the grievant and a RIC/AFT Adjunct Union Representative(s). The Commissioner or his/her designee shall communicate his/her decision in writing to the aggrieved employee, the appropriate dean, the President, and the RIC/AFT Adjunct Union President within fifteen (15) working days of his/her receipt of the grievance.

9.6 Arbitration – Step 4. If a grievance is not settled at Step 3, such grievance shall only at the request of the RIC/AFT Adjunct Union or the Council be referred to the American Arbitration Association in accordance with its rules then obtaining.

All submissions to arbitration must be made within thirty (30) calendar days after the grievance procedure decision at Step 3 above.

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 of this Agreement.

Only grievances arising out of the provisions of the Agreement relating to the application or interpretation thereof may be submitted to arbitration.

The arbitration proceedings shall be private and only parties of interest shall be allowed to attend the proceedings unless mutually agreed to otherwise by the parties.

General Provisions

- a. No reprisals of any kind shall be taken by either party or any agent thereof against any party in interest, any witnesses, any member of the RIC/AFT Adjunct Union Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
- b. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made by both parties to this Agreement to expedite the process. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.
- c. In the event that a grievance occurs from the action of a dean, or the President, the grievance procedure contained herein shall commence at the point of origin.

- d. The Council agrees to make available to the aggrieved and/or his/her representative all data relevant to the grievance not privileged under the law which is within the possession of the Council, except the confidential information obtained in the initial employment of the employee.
- e. The College shall not be required to compile information and statistics which are not already compiled in that form unless mutually agreeable.

9.7 Rights of Grievant, the RIC/AFT Adjunct Union and the Council

The grievant, the RIC/AFT Adjunct Union, and the Council, or its designated representative(s) shall have the following rights:

- a. To be present at the hearing(s).
- b. To hear testimony given.
- c. To give testimony in his/her (their) behalf.
- d. To call upon others to give testimony in his/her (their) behalf.
- e. To question, either personally or through counsel of his/her (their) representative, any person giving testimony.

ARTICLE X: SENIORITY

10.1 Seniority shall be determined by the number of faculty load hours taught by the adjunct faculty member. In cases where two or more adjunct faculty members have taught the same number of faculty load hours, the adjunct faculty member(s) with the earlier beginning date of the first adjunct course taught shall be considered as having the higher seniority. Authorized leaves of absence shall not be deemed an interruption of service with the College. In the event any adjunct faculty member believes such data has been incorrectly determined, that adjunct shall so advise the College, and indicate the seniority the adjunct believes to be correct. For the purpose of establishing seniority prior to the Spring 2000 adoption of the PeopleSoft data system, individual adjunct faculty members shall have the burden of providing documentation showing prior adjunct teaching service. Accepted methods of such documentation for such verification through college records will include college course assignment contracts or copies of load credit hour forms or final grade sheets. In the absence of such college records, the issue will be resolved in a manner agreed upon by the parties.

10.2 For the purpose of establishing seniority prior to the Spring 2000 adoption of the PeopleSoft data system, individual adjunct faculty members shall have the burden of providing documentation showing prior adjunct teaching service. Accepted methods of such documentation for such verification through college records will include college course assignment contracts or copies of load hour forms or final grade sheets. In the absence of such college records, the issue will be resolved in a manner agreed upon by the parties. The option to submit time prior to Spring 2000 will cease on June 30, 2013 and prior time balances will be final.

- 10.3 Retired tenure-track faculty shall automatically be included in the bargaining unit based upon prior College service, but shall accrue bargaining unit seniority based upon postretirement faculty load hours taught. Seniority will begin with the first load hours after retirement.

ARTICLE XI: COURSE ASSIGNMENTS AND CANCELLED ASSIGNMENTS

Members of the adjunct faculty bargaining unit who have taught satisfactorily shall have the expectation of being assigned available courses according to availability, qualifications, and seniority.

Full-time faculty members have priority in the selection of all courses.

Courses shall be assigned by the department chair to adjunct faculty in the following manner:

1. Beginning at the midterm grade period for the fall and spring semesters, department chairs shall circulate to adjunct faculty in their departments a tentative list of courses available to be taught in the following semester. Beginning at the midterm grade period of the spring semester, department chairs shall circulate to adjunct faculty in their departments a tentative list of courses available to be taught in Summer Sessions I and II.
2. Within two weeks of their receipt of these tentative lists of courses, including the courses available in Summer Sessions I and II, adjunct faculty shall submit to their department chair their course preferences, in order of priority, for the following semester or Summer Sessions.
3. By 1 December for the spring semester, 15 April for Summer Sessions 1 and II, and 1 May for the fall semester, department chairs will provide in writing tentative course assignments to adjunct faculty, signed and dated by the departmental chair or appropriate departmental representative. Adjunct faculty members will sign, date, and return the assignment form within two weeks of receipt of that form.
4. In order of decreasing seniority, beginning with the most senior adjunct faculty member in a given department, courses in each department will be assigned by the department chair to adjunct faculty according to their availability and qualifications. The department chairs will take the faculty member's course preferences into consideration in making course assignments, but not in a manner that eliminates the department chair's ability to assign courses among adjunct faculty members in the bargaining unit. After one course has been assigned to each adjunct faculty in a particular department, the remaining available courses in that department will be assigned by the department chair, again in order of decreasing seniority, according to availability and qualifications. The exceptions to this will be for courses requiring specialized qualifications or for any course assigned to an individual with special qualifications available for employment as an adjunct for a limited period of time. This latter exception shall be limited to one per department per semester, and in any such case the College will communicate to the Union president the department, the individual's special qualifications and the course assigned. Assignment decisions of the department chair pursuant to this paragraph shall not be subject to the grievance procedure.

5. If the need arises for a full-time faculty member to teach a course already assigned to an adjunct, the department chair shall make a reasonable attempt to make such change(s) in adjunct assignments according to the availability, qualifications, and seniority of adjuncts within the department and shall inform any adjunct faculty member affected by such change(s) of the reason for that change. Provided the adjunct faculty member affected by the reassignment is not the least senior adjunct faculty member in the department, the department chair shall then make a reasonable attempt to reassign the affected member. In such instances, the number of reassignments of the affected adjunct(s) shall not exceed two (the person initially replaced by the full-time faculty member and one other adjunct).
6. If circumstances warrant the assignment of courses to adjuncts on less notice than that described in 3 above, the department chair shall make such assignments according to the availability, qualifications, and seniority of adjuncts within the department.
7. Adjuncts who cover absences shall be compensated on a prorated basis for that portion of the semester they cover. If the period the adjunct covers is after the semester midterm and through the balance of the semester, the adjunct shall be compensated for the balance of the semester plus an additional ten percent of the adjunct's regular contractual rate of pay.
8. In the event a course or assignment is cancelled after it has been accepted by the adjunct faculty member, he/she shall be notified of the cancellation reason in writing as soon as possible.

Cancelled Assignments

If the Dean of the School or Division determines during the week before classes begin that student enrollment is lower than the minimum number, the course may be offered to the adjunct faculty member according to the following compensation schedule. An adjunct faculty member may decline the option of reduced compensation rate without prejudice.

<u>Number of Students</u>	<u>Compensation Rate</u>
<u>Minimum -1</u>	<u>90%</u>
<u>Minimum -2</u>	<u>80%</u>
<u>Minimum -3</u>	<u>70%</u>
<u>Minimum -4</u>	<u>60%</u>
<u>Minimum -5</u>	<u>50%</u>

The enrollment at the last day for adding courses shall determine the rate of pay for the course from that date to the end of the semester.

If the course assignment of an adjunct faculty member is cancelled or withdrawn for any reason during the week before classes begin, and an alternate equivalent assignment is not provided to that adjunct faculty member, the adjunct faculty member shall be paid a stipend of five hundred dollars.

If the course assignment of an adjunct faculty member is cancelled at the end of its first week of classes, the adjunct faculty member shall be paid a stipend of seven hundred and fifty dollars. If the cancellation occurs after the last date to withdraw without permission for the semester, the adjunct faculty member shall be paid the full regular contractual rate of pay for the course. For any course cancellation that occurs between these two dates, the adjunct faculty member shall be paid the applicable rate of pay for the course for the period the course was run.

Any adjunct faculty member who loses a class assignment within the timeframes set forth above shall receive credit for the course for the purpose of bargaining unit status.

Adjunct Assignments

Normally an adjunct assignment is no more than eight (8) faculty load hours per semester; however, circumstances may warrant the assignment of more than eight faculty load hours in a given semester, subject to the approval of the President, or his/her designee.

Class Size

The number of students enrolled in class sections taught by adjunct faculty shall not exceed the permitted number of students enrolled in equivalent class sections taught by full-time faculty.

ARTICLE XII: ACADEMIC FREEDOM

Academic Freedom

Academic Freedom consists of a body of rights, not written into law but well established in custom and grounded in traditions of long standing in the colleges and universities of the Western world, designed to protect professional scholars and teachers from hazards that might interfere with the obligations to pursue truth. The justification of academic freedom is that it is indispensable to the scholar in the preservation, extension, and dissemination of knowledge. Though it is a specific kind of freedom peculiar to members of the teaching profession in higher education (and in this respect it is somewhat analogous to the freedom of judges from political control in Anglo-Saxon jurisprudence), its benefits ultimately accrue as much to the public at large as the scholars themselves.

The body of rights referred to in Section 3.1 above has been defined and codified in a statement of principles that was prepared over a period of years 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 to the profession as "The 1940 Statement of Principles on Academic Freedom and Tenure."

The following passages are adapted from the 1941 Statement of Principles as they relate to this Agreement.

- a. 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.
- b. Academic freedom in teaching is fundamental to the advancement of truth and 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.
- c. 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 appointment.
- d. The college or university teacher is a citizen and a member of a learned profession. When he/she speaks or writes as a citizen or as a member of a learned profession, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As an individual of learning, 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 opinion of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

Adjunct Faculty may freely select the persons they wish to invite to the campus as guest speakers. There shall be no restrictions to control the views expressed by speakers other than those imposed by state and national law. Obviously, an invitation to a speaker does not imply approval or sponsorship of his/her views by the College, nor necessarily by the organization inviting him/her. Both students and adjunct faculty possess the same rights as other citizens to hear different points of view and to draw their own conclusions.

Regulations of agencies within the College shall be in accordance with the provisions of Academic Freedom as provided for herein.

The limits of the confidentiality of adjunct faculty members' e-mail communications and computer accounts and files shall be set forth in "The Policy for Responsible Computing at Rhode Island College," as approved by the Council of Rhode Island College, May 9, 1997.

Political Activity

An adjunct faculty member is a citizen and, like other citizens, should be free to engage in political activities so far as he/she is able to do so consistently with his/her obligations as a faculty member.

Certain 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 the adjunct faculty.

ARTICLE XIII: LEAVES OF ABSENCE

- 13.1 Adjunct faculty members shall notify, in a timely manner, their department if they will be absent due to sickness or unforeseen personal reasons. No more than 7% of class time may be covered by such a granted leave of absence without loss of pay, provided classes are covered by other qualified faculty or outside classroom activities are assigned or classes are rescheduled during the semester or some other academically appropriate option is used, as approved by the department chair.
- 13.2 Each adjunct faculty member shall be granted up to four consecutive days leave with full pay for death in the immediate family, i.e. parents, stepparents, siblings, stepsiblings, spouse, domestic partner, children, stepchildren, in-laws, grandparents, step-grandparents, grandchildren, step-grandchildren, or any person living in the faculty member's household.
- 13.3 If, after a course assignment has been made a faculty member is unable to teach due to illness, parental obligations, military or for personal reasons, he or she may apply for a leave of absence. The adjunct faculty member must make application in writing to the chairperson for approval. An approved leave will not be construed as a break in service.
- 13.4 Adjunct faculty members who are required to report to court in person in response to a jury duty summons, or who are required to report for jury examination of qualification or who are required to serve on a jury, shall receive their regular salary during these absences, less their jury pay.
- 13.5 Adjunct faculty members who accept a non-tenure, full-time faculty appointment at the college shall be considered to be on a leave of absence from their Adjunct teaching. In the last semester of their full time appointment, prior to the end of September (for spring assignments) or end of February (for fall assignments), the adjunct must email the Director of Human Resources telling them that their leave will be ending, and that they request to be listed as an active (assignable) adjunct for the following semester. They retain their prior adjunct pay level and all adjunct faculty load hours accrued prior to their full-time appointment. Adjuncts missing the deadline may apply for reinstatement in a subsequent semester.

ARTICLE XIV: SELECTION OF DEANS

Wherever the President appoints a search committee to assist in filling a dean vacancy, at least one (1) member of the committee shall be an adjunct faculty representative appointed by the President from a list of three (3) names submitted by the President of the RIC/AFT Adjunct Faculty Union.

ARTICLE XV: ALTERATION OF AGREEMENT

It is hereby agreed that any alteration of Agreement or modifications of this Agreement shall be binding upon the parties hereto only if agreed in writing by both parties. The waiver of any breach of condition

of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XVI: SAVINGS CLAUSE

Should any provision of this Agreement or any application thereof, become 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 XVII: NO STRIKE OR LOCKOUTS

The Union and its members will not cause, call or sanction any strike, work stoppage, or slow down, nor will the Council lock out bargaining unit members during the term of this Agreement. It is agreed that all provisions of this Agreement are binding on each of the bargaining unit's members covered by this Agreement.

ARTICLE XVIII: CONTRACT EXPIRATION AND DURATION

The contract shall be for the period September 1, 2018 to August 31, 2021.

APPENDIX A – SALARIES

Adjunct Faculty Salary Schedule

RIC						
Contract Period		Year	Step Level I	Step Level II	Step Level III	% Increase
		2017-2018	\$1290	\$1347	\$1404	
2018-2021	Jan 1, 2019	2018-2019	\$1322	\$1422	\$1522	2.5%
	Sept 1, 2019	2019-2020	\$1355	\$1457	\$1560	2.5%
	Sept. 1, 2020	2020-2021	\$1389	\$1493	\$1600	2.5%

Eligibility for Advancement:

(1) Applications will require the successful evaluation (pursuant to section 7.1 and 7.3) of two classes on record for each level of advancement, one of which shall have been concluded no more than twelve months prior to the semester in which the advancement application is submitted. Adjunct faculty members eligible for level advancement who have not been evaluated pursuant to Section 7.1 and 7.3 within the prior twelve months may notify their department chair and request the evaluation(s) of a course(s) in the semester before or during the semester in which the adjunct faculty member becomes eligible for level advancement.

(2) Adjunct faculty members must submit their applications for level advancement to their Department Chairs by November 1 to be effective the following spring semester, and by March 15 to be effective the following fall semester. Applicants must be notified of the final decision no later than the end of semester (i.e. the date on which final grades are due) in which their applications are submitted.

(3) If there is a recommendation against an application at any step of the process, the applicant will be provided written notification of that recommendation and the reason(s) thereof, and will have one week from that notification to submit a rebuttal and/or additional supporting materials for reconsideration before the application is sent on to the next administrator. If the Provost/VPAA denies an application that the Department Chair and Dean have recommended, s/he must provide the applicant with a written explanation of the denial on or before the last day of the semester when the application was submitted.

Prior Teaching Credit:

(1) Adjunct faculty will receive credit for prior teaching experience from the Spring 2000 adoption of the PeopleSoft data system.

(2) For those with 60-99 credit hours, advancement will occur in the 2010-2011 academic year.

APPENDIX B – DEVELOPMENT FUND

Adjunct Faculty Development Fund

During the term of the 2018-2021 Agreement, the college will establish an adjunct faculty development fund to support activities that improve content knowledge in one's field and/or increase teaching effectiveness, such as, but not limited to, attending professional and academic conferences, seminars, and workshops, as well as organizing professional development activities at RIC. The procedure for awarding these funds shall be determined by a committee comprised of one dean and one department chair, as designated by the VPAA/Provost, and three union members designated by the President of the RIC Adjunct Faculty Union. This Committee shall convene within thirty days of the parties' ratification of this Agreement to develop the procedure. The Committee shall forward its recommendations on the awarding of these funds to the VPAA/Provost. The authority for awarding these funds will be under the control of the President of the college whose decisions regarding awards shall not be grievable.

The fund will receive \$10,000 in each year of this three year contract. Any funds not expended in a given year shall be rolled over into the next year, and the College/Council shall deposit an amount that brings the fund to \$10,000 in that year.

SIGNATORS

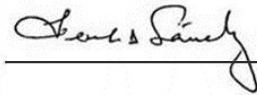
For the Council for Postsecondary Education



Timothy Delguidice, Chair
RI Council for Postsecondary Education



Anne Marie Coleman
Director of Labor Relations



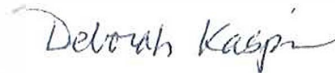
Frank Sanchez, President
Rhode Island College

Date: June 26, 2020

For the RIC/AFT Adjunct Faculty Union



Michael J. Mullane,
RIFTHP Field Representative



Deborah Kaspin
President, RIC Adjunct Faculty Union



Joseph Szpila
V.P., RIC Adjunct Faculty Union



Zdenko Juskov
Secretary, RIC Adjunct Faculty Union

Date: June 3, 2020