

COLLECTIVE BARGAINING AGREEMENT

B E T W E E N

THE RHODE ISLAND SCHOOL OF DESIGN

A N D

ACADEMIC SUPPORT ASSOCIATION / NEARI

JULY 1, 2017 - JUNE 30, 2020

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PREAMBLE

Agreement made and entered into this 1st day of July 2017 by and between RHODE ISLAND SCHOOL OF DESIGN (hereinafter referred to as "RISD") and the ACADEMIC SUPPORT ASSOCIATION/NEARI (hereinafter referred to as the "Union").

In consideration of the mutual covenants and agreements contained herein, said parties agree as follows:

ARTICLE 1 *Recognition*

RISD, pursuant to its legal obligation as a result of the certification of the Union by the National Labor Relations Board on December 29, 2014 in NLRB Case No. 1-RC-139983, recognizes the Union as the sole and exclusive bargaining representative of all regular full and part-time Graduate Program Coordinators, Department Administrative Coordinators, Sr. Department Administrative Coordinators, Department Assistants, Division Assistants and Division Curriculum and Enrollment Coordinators working for RISD in the Academic Divisions of Liberal Arts, Architecture and Design, Fine Arts and term appointments of a minimum of nine months (typically an academic year), but excluding all other employees, including but not limited to Sr. Division Administrative Coordinators, employees working in the Experimental and Foundation Studies Division office, casual and temporary employees, term appointments employed for less than nine months, managers, confidential employees, guards, and supervisors as defined by the Act.

ARTICLE 2 *Definitions*

1. The terms "employee" and "employees" as used in this Agreement refer only to such persons as are employed and within the bargaining unit as defined in Article 1.
2. The terms "full-time employee" and "full-time employees" as used in this Agreement refer only to employees who are regularly scheduled to work thirty (30) or more hours per week (budgeted 1560 hours or more per year) on an on-going basis.
3. The terms "regular part-time employee" and "regular part-time employees" as used in this Agreement refer only to employees who work a regular schedule of less than 30 hours in a week (budgeted less than 1560 hours per year) on an ongoing basis.

4. The terms “temporary employee” and “temporary employees” refers to employees who are hired for a defined period of time (normally 6 months or less) into temporary positions to fill in for absent employees or to help with other scheduling and short-term employment and workload needs.

5. Unless otherwise provided, “days” refers to calendar days.

6. Unless otherwise provided, the term “year” as used hereafter in this Agreement refers to a period of twelve (12) consecutive months beginning on July 1 of one calendar year and ending on June 30 of the following calendar year.

ARTICLE 3 *Union Security and Checkoff*

Any employee who is a member of the Union on the effective date of this Agreement shall, as a condition of employment, remain a member of the Union in good standing for the term of this Agreement. Any employee who is not a member of the Union on the effective date of this Agreement shall, as a condition of employment, become a member of the Union not later than the ninetieth (90th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, and thereafter remain a member in good standing for the term of this Agreement. Any employee hired after the effective date of this Agreement shall, as a condition of his/her employment, become a member of the Union not later than the ninetieth (90th) day following the beginning of his/her employment and thereafter remain a member of the Union in good standing.

The Union will accept as members all present and future employees who are covered by the Agreement on the same terms and conditions generally applicable to other members.

RISD agrees to deduct on a bi-weekly basis a pro rata share of the periodic dues and initiation fees uniformly required as a condition of membership of the Union and assessments from the wages of employees who have voluntarily authorized the making of such deductions by filing written authorization with RISD, a copy of which is attached hereto as Appendix A. Such deductions shall be in the amount certified by the union and shall be made in accordance with said terms of authorization.

ARTICLE 4 *Union Representatives*

An authorized representative of the Union shall have reasonable opportunity to visit RISD premises for the purpose of conferring with an employee during such employee’s meal period regarding Union business. Any such visit with an employee shall not interfere with orderly operations at RISD. The Union representative shall notify the Human Resources Director of

Labor Relations or his/her designee in advance when he is intending to be on campus to confer with an employee pursuant to the preceding sentence, and shall be subject to the reasonable control of RISD with respect to the time and place for such visit.

ARTICLE 5 *Non-Discrimination*

The parties are mindful of their obligations under federal and state laws pertaining to discrimination in employment and RISD and the Union therefore agree that neither will discriminate in violation of such federal or state laws against any employee with respect to matters relating to employment because of such employee's age, race, color, national origin, religion, sex, sexual orientation, gender identity/expression, disability, veteran's status, or membership in or activity on behalf of the Union or lack thereof.

ARTICLE 6 *Employment Status*

1. Probationary Employees. All new employees shall serve a six-month orientation and review period. This period enables the supervisor to evaluate the employee's progress in meeting the expectations of the position and allows the employee to determine if the position suits his/her interests and needs. If the supervisor's assessment is that the employee has not performed to expectations, employment may be terminated with or without notice. Alternatively, the supervisor, with the approval of Human Resources, may extend the orientation and review period as appropriate under the circumstances.

2. Policies of RISD Regarding Employee Conduct. All employees will abide by the policies of RISD regarding employee conduct, including but not limited to the prohibition of sexual harassment and other forms of harassment, restrictions on smoking and the possession and use of drugs, alcohol, or firearms in the workplace, regulations and policies concerning health, safety, environmental responsibility, and the proper use of college equipment and resources, respect for individuals, and all other policies included in the Staff Handbook, as those policies may be modified by RISD from time to time. RISD agrees that, although its discipline policy for non-Union employees is not incorporated into this Agreement either directly or by reference, such does not mean that RISD is abandoning the general concept of progressive discipline, whether under a just cause standard, such would be appropriate.

ARTICLE 7 *Hours of Work*

1. Normal Work Week. The defined work week is Saturday beginning at 12:01 am and continuing through the following Friday. Normally, an employee will be scheduled to work Monday through Friday. Normal work hours for a full-time employee range from 30 to 40 hours

per week, scheduled by the supervisor in accordance with the needs of the department. Employees shall record their hours worked and submit them for approval to their supervisors according to the procedures established by the payroll office. Falsification of such records of hours worked shall be cause for disciplinary action, up to and including termination.

2. Meal Periods. Every member of the bargaining unit who is scheduled to work at least six (6) hours in a given day is entitled to an unpaid one-half (½) hour or one (1) hour lunch period to be taken as set out by RISD. Such breaks may be taken at various times of the day, but should not routinely be taken at the end of the day. Bargaining unit members will not be disciplined for exercising their right to take lunch.

3. Break Periods. If work permits, as determined by the supervisor, RISD shall provide two rest periods of (15) minutes each for each full-time employee during his/her scheduled shift. Employees may not leave campus during paid break periods.

4. Overtime. All work in excess of forty (40) hours within the assigned workweek shall be paid at the rate of time and one-half (1½) the individual employee's straight-time hourly rate. Time off for holidays, vacation, and personal days under this Agreement will be considered hours worked for purposes of computing weekly overtime compensation. Overtime is not a matter of entitlement under any circumstances; the employee must obtain prior permission to do so from his or her supervisor.

ARTICLE 8 *Vacancies*

1. In the event of a vacancy in a bargaining unit position that the College decides to fill, the College shall post the vacancy for seven (7) days. Members of the bargaining unit who desire to apply to fill the vacancy may apply and shall be considered by the College, provided that the employee applies within the seven (7) day posting period. In selecting the successful candidate the College shall not be capricious or arbitrary assessing the candidate's qualifications relative to the position's requirements.

2. As among two (2) or more bargaining unit candidates whom the College determines to be equally qualified, preference shall be given to the bargaining unit candidate with greater seniority. As among internal and external candidates whom the College determines to be equally qualified, preference shall be given to the bargaining unit candidate. In determining a candidate's qualifications, the College shall consider the candidate's experience, training, education, certifications, performance and such other factors as the College deems relevant in its judgment.

ARTICLE 9 *Discipline and Discharge*

An employee will not be disciplined (i.e. given a written warning, suspended or discharged) without just cause. An employee is entitled to his/her rights under NLRB v. Weingarten, Inc., 420 U.S. 251 (1975) and its progeny to have an Association Steward or Association Representative present during a meeting that the employee reasonably believes could result in the imposition of such discipline. Except when the College determines it is necessary to meet with the employee without delay, a meeting maybe postponed for not more than a day if an Association steward or Association Representative is not readily available.

ARTICLE 10 *Joint Labor-Management Committee*

The Association and the College agree to the formation of a Joint Labor-Management Committee for the purpose of on-going collaboration over the life of the Agreement. The Committee will meet at regularly scheduled intervals to discuss workplace issues of mutual concern.

ARTICLE 11 *Holidays*

RISD officially observes a number of paid holidays throughout the year. Regular full-time employees and part-time employees scheduled to work at least nine hundred ten (910) hours/year, including employees in the Orientation and Review period, are entitled to paid holidays based on their standard work day.

A holiday schedule is posted each year. RISD recognizes the following days as paid holidays:

Independence Day

*Victory Day

Labor Day

*Columbus Day

*Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King Day

Memorial Day

* In order to allow RISD to close between Christmas and the New Year, some regularly scheduled holidays may be deferred until Christmas week.

An employee who is required to work on an observed holiday is paid time and one half his/her hourly rate for all hours actually worked in addition to holiday pay at the regular hourly rate.

ARTICLE 12 Sick Time

Employees will be entitled to sick time on the same basis as non-bargaining unit employees of RISD. Policies regarding sick time, as those policies may be modified by RISD from time to time, are listed in the Staff Handbook. Sick time benefits will not diminish during the life of this contract.

ARTICLE 13 Vacation Time

To be eligible for paid leave, an employee must be in a position with a budgeted schedule of a minimum of 17.5 hours per week (910 hours per year).

Each regular full-time employee accrues vacation per the following schedule:

NON-EXEMPT	YEARS OF SERVICE	ACCRUAL RATE	MAXIMUM	MAXIMUM INCLUDING CARRYOVER
Non-Exempt	Less than 3 full fiscal years	0.8333 days/month	10 days	15 days
Non-Exempt	3 full fiscal years to less than 5 full fiscal years	1.2500 days/month	15 days	20 days
Non-Exempt	5 full fiscal years or more	1.6670 days/month	20 days	25 days

Note: For purposes of calculation, a person who begins work before the 16th of the month is entitled to a full month’s credit toward vacation accrual. A person who begins work on or after the 16th of the month does not receive vacation credit for that calendar month.

Regular part-time non-exempt employees accrue vacation time prorated based upon their budgeted scheduled hours. See example:

Scenario

Non-exempt employee with 2 years of service
scheduled to work 20 hrs/week

Pro-rated Based on Schedule

40 vacation hours in the fiscal year

Carry Over

Any balance of 5 days or less of unused accrued vacation time will automatically carry over into the new fiscal year. The maximum number of vacation in any given fiscal year is 15, 20, or 25 depending upon eligible years of service and status – see table above.

Exception Requests

Employees are encouraged to take earned vacation leave. Normally, no accrual is allowed beyond the stated maximum. On rare occasions the following written exceptions may be granted with the approval of the supervisor, Dean and Human Resources:

- A. When an employee requests, and the department agrees, an employee can bank vacation time for a specific future use;
- B. When an employee is asked, and agrees, to defer taking some or all of her/his vacation because of the work requirements of the department.

In the event that an exception has been granted, the supervisor and employee should ensure that the additional time is used within the fiscal year for which it was approved. Exceptions may be requested by completing and submitting the Vacation Policy Exception Form by April 30th of the fiscal year in which the time was accrued. In rare circumstances, late requests may be considered.

Vacation time does not accrue while an employee is on an unpaid leave of absence (except for leaves covered under the Family Medical Leave Act (FMLA)).

Upon separation of employment for any reason, an employee will be paid for any vacation accrued but not taken, unless special arrangements are made. In general, vacation time may not be used as a bridge to the last active day of employment. Employees will not be paid for any time accrued beyond the maximum allowable total, except when prior arrangements have been made (see above). In the event that more time has been taken than has been accrued as of the separation date, the employee owes the un-accrued time taken to RISD.

Note: For purposes of calculation, a person who separates employment before the 16th of the month does not receive vacation accrual for that calendar month. A person who separates employment on or after the 16th of the month is entitled to a full month's accrual toward vacation.

Scheduling

Employees are encouraged to begin discussion of their vacation scheduling with their supervisors as far in advance as possible, as supervisory approval is needed. In scheduling vacations, every effort will be made to accommodate the desires of the employee in the context of the needs of the workplace.

Employees hired prior to 01-01-91 are entitled to the fiscal year's vacation allotment as of July 1 each year. For these employees, vacation awarded on July 1st was accrued in the prior fiscal year. Therefore, upon leaving RISD these employees will be paid for any carry over time plus any unused time accrued for the current fiscal year.

ARTICLE 14 *Leaves of Absence*

Employees will be entitled to family and medical leave, parental leave, military leave, and other unpaid leave on the same basis as non-bargaining unit employees of RISD. Policies regarding family and medical leave, parental leave, military leave, and other unpaid leaves, as those policies may be modified by RISD from time to time, are listed in the Staff Handbook.

ARTICLE 15 *Other Leaves*

Employees will be entitled to bereavement leave, leave for jury duty, and personal days on the same basis as non-bargaining unit employees of RISD. Policies regarding bereavement leave, leave for jury duty, and personal days, as those policies may be modified by RISD from time to time, are listed in the Staff Handbook.

ARTICLE 16 *Continuing Education*

Employees will be eligible to participate in all employee benefits offered through Continuing Education, on the same terms and conditions as such benefits are available to all non-bargaining unit employees, as those benefits may be modified by RISD from time to time.

ARTICLE 17 *Professional Development*

Employees shall be eligible for educational assistance and RISD departmental or College-wide training on the same terms and conditions as such assistance and training are available to all non-bargaining unit employees, and as such assistance and training benefits may be modified by the College from time to time.

ARTICLE 18 *Tuition Remission*

Employees will be eligible to participate in tuition remission benefits as these benefits may be modified by the College from time to time, on the same terms and conditions as these benefits are available to all non-bargaining unit employees.

ARTICLE 19 *Life Insurance & Accidental Death & Dismemberment Coverage (AD&D)*

RISD will provide and/or make available to full-time and regular part-time employees life insurance and accidental death & dismemberment insurance under such RISD life insurance programs as may be in effect from time to time during the term of this Agreement for benefits-eligible non-bargaining unit, non-faculty employees, on the same basis as those programs are offered to eligible non-bargaining unit, non-faculty employees. Any changes in the cost of coverage that are implemented with respect to such other eligible employees generally shall be made applicable to employees covered by this Agreement.

ARTICLE 20 *Health Insurance*

The College will make available to full-time and regular part-time employees the same health insurance programs as are available to eligible full-time and regular part-time non-bargaining unit, non-faculty employees of the College, as such programs may be modified from time to time during the term of this Agreement. The College in its discretion may also make available any additional health plan or plans and may discontinue the availability of any health plan or plans so long as there is a plan which, considered as a whole, is at least as beneficial to eligible employees as the current plan. Coverage begins the first of the month following the employee's date of hire. The College and employees shall share the cost of the coverage on the same basis as the College shares such cost with other eligible non-bargaining unit, non-faculty employees; provided that, during the term of this Agreement, the College will not modify the employees' percentage share(s) of the premium(s) for the College's standard plan from the 7.5%/10%/15%/20%/25% /30% basis for full-time employees.

Employees shall be eligible for any contributions made by the College to health flexible spending accounts on the same basis as the College contributes to these accounts for other non-bargaining unit, non-faculty employees of the College, as such programs may be modified from time to time during the term of this agreement.

ARTICLE 21 *Dental Insurance*

RISD will make available to full-time and regular part-time employees any coverage under any RISD dental insurance program that is available to benefits eligible non-bargaining unit, non-

faculty employees on the same basis as those programs are offered to eligible non-bargaining unit, non-faculty employees. Coverage begins the first of the month following the employee's date of hire. RISD shall contribute to the premium cost of the dental insurance coverage on the same basis as RISD contributes to such cost with other eligible non-bargaining unit, non-faculty employees. Any changes in the cost of coverage that are implemented with respect to such other eligible employees generally shall also be made applicable to employees covered by this Agreement.

ARTICLE 22 *Retirement Plan*

Eligible employees are entitled to participate in the RISD retirement plan on the same basis as non-bargaining unit, non-faculty employees, as such plan may be changed from time to time.

ARTICLE 23 *Group Supplemental Retirement Annuity*

Eligible employees are entitled to participate in RISD Group Supplemental Retirement Annuity on the same basis as non-bargaining unit, non-faculty employees, as such annuity may be changed from time to time.

ARTICLE 24 *Changes In Plans*

Before making any material changes in the Health Plan, Dental Plan, Retirement Plan or the Group Supplemental Retirement Annuity (other than changes made by the insurer), RISD will provide a minimum of 45 days notice of any material change and offer to meet and discuss the change.

ARTICLE 25 *Salary*

1. The salary scale for bargaining unit positions is set forth below. Upon ratification of the July 1, -2017- June 30, 2020 collective bargaining agreement, current bargaining unit members will have their hourly rates adjusted to the following rates:

	Minimum	3 -5 years*	5-9 years*	10 years and over*
Department and Division Assistant	\$20.04	\$20.66	\$21.27	\$21.91
Department Coordinator	\$23.22	\$23.94	\$24.66	\$25.39
Sr. Department Coordinator	\$25.29	\$26.06	\$26.84	\$27.65

*refers to time in position

2. Effective July 1, 2017, all employees in the bargaining unit shall receive an increase in their hourly rates of 2%.

3. Effective July 1, 2018, all employees in the bargaining unit shall receive an increase in their hourly rates of 2%.

4. Effective July 1, 2019, all employees in the bargaining unit shall receive an increase in their hourly rates of 2%.

ARTICLE 26 *Grievance and Arbitration*

1. Purpose. The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. A "grievance" shall mean a complaint (1) by an employee that RISD has interpreted and applied this Agreement in violation of a specific provision hereof or (2) by the Union that RISD has interpreted and applied this Agreement in violation of a specific provision relating to

the rights of the Union under this Agreement. All such grievances shall be handled as provided in this Article, which shall be the exclusive procedure for resolution of disputes concerning the interpretation and application of this Agreement. As used in this Article, "days" shall mean calendar days exclusive of Saturday, Sunday, holidays and deferred holidays.

2. Grievance Forms. Grievances shall be filed on a mutually agreed form, a copy of which is attached hereto as Appendix B, which specifies:

- (a) the facts;
- (b) the alleged violation;
- (c) the date of the violation alleged;
- (d) the contract provision or provisions alleged to have been violated;
- (e) the remedy or relief sought.

3. Steward. When a grievance is submitted, the Union steward shall be notified of the pending grievance and shall have the right to be present at any discussion of the grievance with the grievant.

4. Informal Resolutions. The grievance procedure outlined hereunder is designed to resolve grievances promptly at the lowest level. Informal discussions between the employee, the Union and RISD are encouraged prior to using the grievance procedure. Such matters shall not be deemed grievances and their settlement shall not establish a precedent for the resolution of other or similar problems between an employee and her/his immediate supervisor or elsewhere in RISD.

5. Submission of Grievance. A grievance shall be deemed waived unless submitted as provided in this Section within ten (10) days from the date the grievant knew or had reason to know of the factual basis of the grievance. A grievance concerning termination must be submitted at Step II to the Dean of the Division, or his/her designee. All other grievances must be submitted at Step I to the employee's Supervisor. Two (2) copies of the grievance shall be signed by the employee and, upon submission, shall be signed by the appropriate management representative, as the case may be, and the date and time recorded on both copies. One (1) copy shall be returned to the employee for his or her records.

6. Procedure.

Step I. The Supervisor shall meet with the grievant and his/her steward within five (5) days of the date the grievance is submitted and provide a written answer to the grievant within ten (10) days of said meeting.

Step II. When the answer at Step I does not resolve the grievance, it may be submitted to the Dean of the Division, or his/her designee within five (5) days of the Supervisor's answer at Step I. If the grievance concerns termination and has been submitted directly to the Dean of the Division or his/her designee at Step II, a meeting shall be held with the grievant and his/her Union representative within five (5) days of receipt. The Dean of the Division or his/her designee, shall provide a written answer to the grievance within ten (10) days of said meeting.

Step III. When the answer at Step II does not resolve the grievance, it may be submitted to the Vice President of Human Resources, or his/her designee, within five (5) days of the Dean's answer at Step II. A meeting shall be held with the grievant and his/her Union representative within five (5) days of receipt. The Vice President of Human Resources, or his/her designee, shall provide a written answer to the grievance within ten (10) days of said meeting.

Step IV. When the answer at Step III does not resolve the grievance, the Union may give notice of its intent to arbitrate the grievance by written notification to the Vice President of Human Resources within ten (10) days of the written answer in Step III.

RISD and the Union, by mutual agreement, may extend time limits or waive any or all of the steps cited above. Except for grievances involving suspension or discharge, grievances filed or in process during the Christmas/New Year's holiday break shall be held in abeyance until the break is concluded, unless otherwise agreed.

In the event that RISD fails to answer a grievance within the time specified, the grievance may be processed to the next higher step and the same time limits shall apply as if RISD's answer had been timely given on the last day. Any grievance not referred to the next step of the grievance and arbitration procedure within the time limits provided herein shall be considered resolved and shall not be considered further nor be subject to arbitration.

7. Arbitration. If a grievance is not settled under Section 6 above, such grievance may, at the request of the Union, be referred to the American Arbitration Association within five (5) days after the Union has given notice of intent to arbitrate as referred to in Step IV.

8. Arbitrator's Authority. The function of the arbitrator is to determine the interpretation and application of the specific provisions of this Agreement. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detract from, any of the provisions of this Agreement.

9. Effect of Arbitrator's Decision. The decision of the arbitrator shall be final and binding upon RISD, the Union and the aggrieved employee. Nothing herein shall be deemed to waive any right either party may have to seek to have the decision of the arbitrator set aside through a legal proceeding.

10. Expenses. The administration fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the parties.

11. Rules. Any arbitration hereunder shall be conducted in accordance with the rules then obtaining of the American Arbitration Association applicable to voluntary labor arbitrations, except to the extent that such rules may be in conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.

ARTICLE 27 *Management Rights*

The Union recognizes the right of RISD to operate and manage RISD. All rights, functions, prerogatives and discretions of the management of RISD formerly exercised or exercisable by RISD are retained by and remain vested exclusively in RISD, except to the extent that such rights, functions, prerogatives and discretions are specifically and explicitly modified by the express provisions of this Agreement. No such right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by RISD and the Union. Without limiting the generality of the foregoing, RISD reserves to itself the right to manage and operate RISD and to direct employees and assign work, the right to determine and re-determine the quality and quantity of work to be performed; the right to determine and re-determine employee qualifications, including the right to prescribe standards for hire and promotion; the right to establish and re-determine and require reasonable standards of performance and rules of conduct; the right to require the maintenance of discipline, order and efficiency; the right to evaluate competency and performance; the right to hire, transfer and promote; the right to establish, promulgate, administer, regulate, determine and re-determine policies, practices, methods, procedures and conditions related to work standards, staffing, training, operations, service and maintenance and the quality and type of equipment to be used; the right to determine and re-determine the number and location of all facilities of RISD and whether the whole or any part of its operations shall continue to operate; the right to reduce the hours of and to lay off employees for lack of work or other reasons and to recall employees, the right to determine and predetermine job content and to establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service or portion thereof; the right to subcontract work or use the services of temporary and casual employees, supervisors and/or students or volunteers to perform bargaining unit work, the right to discharge, dismiss, suspend or otherwise discipline employees, the right to require overtime work; right to define the hours of work, to determine the days and times when employees shall be required to work, and to establish such work schedules and such starting and quitting times as it deems appropriate; the right to revise or supersede any work; and the right to promulgate and enforce all rules relating to any or all of its rights, functions, prerogatives and discretions. In the exercise of the foregoing rights of management, RISD agrees that it will not violate the specific provisions of this Agreement.

ARTICLE 28 *Health and Safety*

RISD shall continue to enforce, and all bargaining unit members shall continue to comply with, all RISD policies, as well as city, state, and federal regulations governing the health and safety of the RISD workplace. Bargaining unit members shall immediately report to Environmental Health and Safety management, and inform their supervisor or designated head of their division/department, of any condition that they are aware of and believe to be unsafe or in violation of standing health and safety regulations of RISD. Additionally, bargaining unit

members shall report any injuries sustained or witnessed at RISD in accordance with direction given by RISD.

ARTICLE 29 *Continuity of Operations*

1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general, sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with RISD's operations during the term of this Agreement. Neither shall any agent, representative, member of the Union nor any employee engage in, induce, encourage, instigate, authorize, assist, aid, condone or participate in any violation of this Section.
2. No Lockouts. RISD agrees not to conduct a lockout during the term of this Agreement.
3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1, the Union will immediately order that such violation cease and the Union, its officers, Union stewards and other agents and representatives will use their best efforts to cause such violation to cease and to cause work to resume fully.

ARTICLE 30 *Miscellaneous*

1. Completeness. This Agreement contains the complete agreement of the parties and no additions, waivers, deletions, changes or amendments shall be effective during the term of this Agreement unless evidenced in writing, dated and signed by the parties hereto. A waiver or failure to enforce any provision in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement nor preclude either party from relying upon or enforcing such provision in any other case.
2. Precedence of Laws and Regulations. It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. Accordingly, if any provision of this Agreement is in contravention of such laws, regulations, rulings or orders, such provision of the Agreement shall be null and void and, in that event, at the request of either party, the parties shall meet and discuss whether to add to this Agreement any new provisions in substitution for the invalid provision, but no new provisions shall be added, except by mutual agreement by the parties.
3. 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 of portion of this Agreement should not invalidate the remaining portions thereof and they shall remain in full force and effect.

ARTICLE 31 Duration

This Agreement shall be effective and binding on the parties from July 1, 2017 through June 30, 2020 and shall automatically be renewed from year to year thereafter, unless written notice is given by either party to the other, by registered or certified mail, at least sixty (60) days prior to the expiration date, that termination or modification of this Agreement is desired.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this 14th day of December 2017.

RHODE ISLAND SCHOOL OF DESIGN

Rosanne Jim
Colin Be
Donna Sally
Maycut Lewis
Jul

ACADEMIC SUPPORT ASSOCIATION/NEARI

Stephanie Darling
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX A VOLUNTARY CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby voluntarily authorize RISD to deduct from my wages each and every pay period an amount equal to the uniform periodic dues, initiation fees and assessments of the Academic Support Association, and direct such amounts so deducted to be turned over each pay period to the Secretary-Treasurer of the Association for and on my behalf.

This authorization and assignment shall be irrevocable for a period of one year or the term of the applicable collective bargaining agreement between the Association and RISD, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the Union and RISD at least sixty (60) days, but not more than seventy-five (75) days, before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____

Address _____

City _____ State _____ Zip Code _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

Appendix B Grievance Form

Grievant _____ Date _____

Date Incident Complained of Occurred _____

Step No. _____ Reply to Previous Step Received On _____

Provision(s) of Collective Bargaining Agreement alleged to have been violated

Facts of the Grievance

Remedy Sought

Grievant Signature _____ Date _____

Received by: _____ Title _____ Date _____ Time _____