

**COLLECTIVE BARGAINING
AGREEMENT**

Between

RHODE ISLAND SCHOOL OF DESIGN

and

**RHODE ISLAND SCHOOL OF DESIGN
FACILITIES TRADES
ASSOCIATION/NEARI/NEA**

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II UNION SECURITY AND CHECK OFF	1
ARTICLE III UNION REPRESENTATIVES	2
ARTICLE IV A. DISCIPLINE AND DISCHARGE	2
B. DISPUTE RESOLUTION.....	2
ARTICLE V HEALTH and SAFETY – COMPLIANCE and ENFORCEMENT	5
ARTICLE VI SENIORITY	5
ARTICLE VII DEFINITIONS	6
ARTICLE VIII VACANCIES.....	6
ARTICLE IX REGULAR WORKWEEK.....	7
ARTICLE X BREAK PERIODS	7
ARTICLE XI OVERTIME.....	7
ARTICLE XII HOLIDAYS, VACATION PAY, SICK PAY, AND OTHER PAID LEAVE	7
ARTICLE XIII BENEFITS	8
ARTICLE XIV COMPLETENESS	8
ARTICLE XV MANAGEMENT RIGHTS	8
ARTICLE XVI WAGES	9
ARTICLE XVII NO STRIKE – NO LOCKOUT	10
ARTICLE XVIII NON-DISCRIMINATION	10
ARTICLE XIX INCLEMENT WEATHER/ESSENTIAL PERSONNEL	10
ARTICLE XX LICENSES/CERTIFICATION FEES AND CONTINUING EDUCATION	10

ARTICLE XXI LAYOFFS.....	11
ARTICLE XXII BARGAINING UNIT WORK.....	11
ARTICLE XXIII DURATION.....	11
MEMORANDUM OF UNDERSTANDING (Position Review).....	13

PREAMBLE

Agreement made and entered into by and between RHODE ISLAND SCHOOL OF DESIGN (hereinafter referred to as "RISD") and the Facilities Trades Association/NEARI/NEA (hereinafter referred to as the "Union").

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

ARTICLE I RECOGNITION

The College, pursuant to its legal obligation as a result of the certification of the Union by the National Labor Relations Board on January 24, 2011 in NLRB Case 1-RC-22510, recognizes the union as the sole and exclusive bargaining representative of all full time and regular part time building engineers, carpenters, lead carpenters, journeyman electricians, apprentice electricians, lead electricians, HVAC mechanics, painters, lead painters, locksmiths, maintenance techs/buildings, maintenance technicians, journeyman plumbers, master plumbers, preventative maintenance techs and senior maintenance techs employed by RISD at its Providence, Rhode Island location, but excluding custodians, grounds employees, office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.

ARTICLE II UNION SECURITY AND CHECK OFF

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 Association 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.

ARTICLE III

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 Director of Facilities Operations 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 IV

A. 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 a Union Steward or Union Representative present during a meeting that the employee reasonably believes could result in the imposition of such discipline. Except when it is necessary to meet with the employee without delay, a meeting may be postponed for not more than one day if a Union Steward or Union Representative is not readily available.

B. Dispute Resolution

- 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 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 5 within seven (7) 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 Vice-President of Campus Services , or his/her designee. All other grievances must be submitted at Step I to the 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 seven (7) days of said meeting.

Step II. When the answer at Step I does not resolve the grievance, it may be submitted to the Vice-President of Campus Services 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 Vice-President of Campus Services 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 Vice-President of Campus Services or his/her designee shall provide a written answer to the grievance within seven (7) 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 Vice-President of Campus Services 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 seven (7) 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 seven (7) 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.

Arbitration. If a grievance is not settled as outlined 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.

- 7. 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 detracting from, any of the provisions of this Agreement.
- 8. 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.
- 9. Expenses.** The administration fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the parties.
- 10. 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 V

HEALTH and SAFETY – COMPLIANCE and ENFORCEMENT

The College shall continue to enforce, and all employees shall continue to comply with all legal regulations governing the health and safety of working conditions at the College, including all required trade licensing obligations. Employees must observe, as a condition of continuing employment, the College's published safety rules. Employees shall immediately report, to their supervisor, any condition that they are aware of and believe to be unsafe or in violation of standing health and safety regulations of the College. Additionally, employees shall report any injuries sustained or witnessed at the College in accordance with direction given by the College.

ARTICLE VI

SENIORITY

Seniority. Seniority shall mean the length of continuous service for RISD since the employee's most recent date of hire.

Loss of Seniority and Employment Rights. Seniority and all employment rights shall be lost if the employee:

(a) quits, resigns or retires;

(b) is discharged or terminated for just cause by RISD;

(c) is absent from work for three (3) consecutive work days without speaking with his/her supervisor before the expiration of said three (3) consecutive work days, unless excused by RISD for circumstances beyond the employee's control or determined by the grievance procedure to be a valid absence due to conditions beyond the employee's control;

(d) fails, for any reason, to report for work within ten (10) days of the date that written notice of recall is mailed by certified mail to the last known address of the recalled employee; or to report for work at the expiration of a leave of absence granted by RISD;

(e) is employed elsewhere during an unauthorized absence from work or during an approved leave of absence;

(f) transfers to a position outside the bargaining unit, unless the transfer is temporary (6 months or less) and is initiated by the College;

(g) is terminated during the probationary period;

(h) is laid off for a period of more than (18) months; or

(h) death.

ARTICLE VII

DEFINITIONS

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 I.

The terms “full-time employee” and “full-time employees” as used in this Agreement refer only to employees who are regularly scheduled to work between thirty (30) and forty (40) hours per week all year.

The terms “regular part-time employee” and “regular part-time employees” as used in this Agreement refer only to employees who are regularly scheduled to work at least seventeen and one-half (17½) hours per week or 910 hours per year, but less than thirty (30) hours per week or 1560 hours per year.

The terms “temporary employee” and “temporary employees” refers to employees who are hired only for a limited period of time not exceeding six (6) months. Temporary employees are excluded from the bargaining unit as defined in Article I.

The terms “on-call employee” and “on-call employees” as used in this Agreement refer only to employees who work on an as needed and as available basis, in accordance with RISD policy governing on-call employees. As casual employees, on-call employees are excluded from the bargaining unit as defined in Article I.

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

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.

“Regular rate of pay” as used in this Agreement refers to base pay exclusive of shift differential.

ARTICLE VIII

VACANCIES

Vacancies. In the event of a vacancy in a bargaining unit position that RISD decides to fill, RISD shall post the vacancy for seven (7) calendar days. Any employee who desires to apply to fill the vacancy may apply and shall be considered by RISD, provided that the employee applies within the posting period. All postings shall set forth the position, and eligibility requirements, if any, as determined by RISD in its sole judgment. Copies of all such postings shall be provided to the Union. RISD shall decide in its sole judgment who, if anyone, will be selected to fill the vacancy. The person selected may be an internal or external candidate.

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 IX

REGULAR WORK WEEK

The defined workweek 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.

ARTICLE X

BREAK PERIODS

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

ARTICLE XI

OVERTIME

Employees may be required to work overtime, when and as determined by the College in its sole judgment. 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. The College will make reasonable efforts to distribute overtime in an equitable manner.

ARTICLE XII

HOLIDAYS, VACATION PAY, SICK PAY AND OTHER PAID LEAVE

Bargaining unit members 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, as these policies may be modified by RISD from time to time. Additionally, bargaining unit members will be entitled to paid holidays, vacation leave and pay, sick pay, bereavement leave,

leave for jury duty, and personal days on the same basis as non-bargaining unit members, as these policies may also be modified by RISD from time to time.

ARTICLE XIII

BENEFITS

Bargaining unit members will be eligible to participate in employee benefit plans, to include Tuition Assistance, as those plans may be modified by the College from time to time, on the same terms and conditions as they are available to all non-bargaining unit employees.

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 exempt non-bargaining unit employees.

ARTICLE XIV

COMPLETENESS

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.

ARTICLE XV

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, including shift transfers and duty assignments; 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 such as economic concerns 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 subject to Article IV, 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 shifts, shift rotations and 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 XVI

WAGES

A. Position minimums

The following starting rates have been set for bargaining unit positions for Year One of the Collective Bargaining Agreement as follows:

Effective July 1, 2021

Electrician (Journeyman)	\$28.50
Electrician (Lead)	\$32.25
HVAC Building Technician	\$30.50
HVAC Mechanic	\$30.00
Locksmith	\$25.50
Maintenance Mechanic	\$24.25
Maintenance Technician	\$24.50
Maintenance Technician (Lead)	\$29.75
Maintenance Technician/Mechanic	\$24.75
Plumber (Licensed)	\$31.50

Effective July 1, 2022, and for the duration of the contract, the above will be considered minimum rates for bargaining unit positions.

B. General Increases

Effective July 1, 2021, bargaining unit members will receive a general increase of 2.0%

Effective July 1, 2022, bargaining unit members will receive a general increase of 2.0%
Effective July 1, 2023, bargaining unit members will receive a general increase of 2.0%

ARTICLE XVII

NO STRIKE – NO LOCKOUT

The Union 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 College lockout its employees, during the term of this Agreement.

ARTICLE XVIII

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 XIX

INCLEMENT WEATHER/ESSENTIAL PERSONNEL

The College's Emergency /Weather Closing and Pay Policy and the Facilities Department Inclement Weather/Emergency Conditions/Essential Personnel policy shall apply to employees. In the event that the College closes due to an emergency situation, employees that the College deems essential shall be required to work. Essential employees who report to work in an emergency closing situation shall be paid in accordance with the College's Emergency/Weather Closing and Pay Policy for time actually worked.

ARTICLE XX

LICENSES/CERTIFICATION FEES AND CONTINUING EDUCATION

The College will pay all license renewal fees, certification renewals, and any other required continuing education courses pertaining to licensed and certified trades employees of the facilities Trades Association that are required for the jobs performed by the individual. The College will pay for advanced licenses in the same field (such as when a journeyman electrician attains a master's license). Nothing herein will result in an automatic advancement in position, except that where an apprentice attains a journeyman's license and is an employee in good standing, he/she shall be advanced to the journeyman position. For the purposes of this

provision only, an “employee in good standing” shall be an employee that has not been the subject of discipline for six (6) months or more.

ARTICLE XXI

LAYOFFS

Any layoffs will be based on seniority by position unless (i) the employee is not in good standing as defined in Section XX of the Agreement or (ii) a less senior employee possesses a license or skill that, based on operational needs, should be retained by the Facilities Department. The determination of operational need will not be arbitrary or capricious.

ARTICLE XXII

BARGAINING UNIT WORK

Non-bargaining unit, supervisory employees shall not perform bargaining unit work at a level that causes displacement of a bargaining unit position or would otherwise prevent Association-represented positions from being created.

ARTICLE XXIII

DURATION


Except as expressly set forth in this Agreement, this Agreement shall be effective as of the date of ratification hereof, and shall remain in full force and effect until 12:01 a.m., on June 30, 2024, 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 30th day of September, 2021


For RISD:


Candace Baer
Date: 9/30/2021

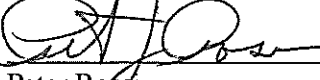
Vice President
RISD - Human Resources


Michael Fitzpatrick, Jr.
Date: 9/30/2021

Director - Labor Relations
RISD - Human Resources


Joseph Realejo
Date: 9/30/21

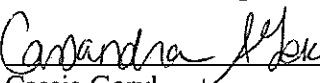
Director
RISD - Facilities Operations


Peter Rossi
Date: 10/6/21

Supervisor
RISD - Facilities Operations


Steven Johnson
Date: 9/30/21

Supervisor
RISD - Facilities Operations

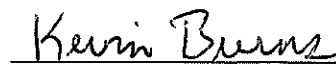

Cassie Goryl
Date: 9/30/21

Business Partner
RISD - Human Resources

For UNION:


Ronald Moniz
Date: 9/30/21


President
Facilities Trades Association


Kevin Burns
Date: 9-30-21

Negotiating Team Member
Facilities Trades Association


Angelo Medeiros
Date: 9-30-21


Negotiating Team Member
Facilities Trades Association


David Piccoli
Date: 9-30-21

Negotiating Team Member
Facilities Trades Association

MEMORANDUM OF UNDERSTANDING:

The PARTIES recognize that there are specific UNION concerns regarding bargaining unit job descriptions. It is RISD's intention to undertake a full review of each position and associated job description. This review would require an evaluation of current UNION positions and duties, and may result in re-writes of bargaining unit descriptions. Based on the above, and in light of the UNION concerns as raised during negotiations, RISD hereby commits to meeting with Union members for the specific purpose of reviewing current job duties in the context of job descriptions in order to address those roles and ensure that job descriptions and compensation accurately reflect the work required by bargaining unit positions and the requisite level of experience. While the above is in no way meant to suggest RISD intends to waive its Management Rights in this or any other area, RISD does recognize the unique perspective of bargaining unit members and welcomes the Union's opinions and suggestions as the same relate to job descriptions and job duties during RISD's review process.



Candace Baer
Vice President – Human Resources
RISD

9/30/21
Date:



Ronald Moniz
President
RISD Facilities Trades Association

9/30/21
Date: