

**MEMORANDUM OF AGREEMENT
-2022 Position Duties and Minimums Review-**

**RHODE ISLAND SCHOOL OF DESIGN
And**

RHODE ISLAND SCHOOL OF DESIGN FACILITIES TRADES ASSOCIATION (NEA/NEARI)

This Agreement is entered into by and between the Rhode Island School of Design (“**RISD**”), the Rhode Island School of Design Facilities Trades Association (NEA/NEARI) (“**UNION**”); collectively the “**PARTIES**,” for purposes of recognizing, addressing, and resolving the following:

WHEREAS, **RISD** and **UNION** are **PARTIES** to a Collective Bargaining Agreement negotiated on or about September 30, 2021 and having an effective period of July 1, 2021 through June 30, 2024; and

WHEREAS, during negotiation of the above referenced and current Collective Bargaining Agreement, the **PARTIES** agreed pursuant to a Memorandum of Understanding attached thereto that **RISD** would undertake a full review of existing recognized bargaining unit positions and their associated duties, and further agreed that, without waiving any Management Right, the **UNION**, and its bargaining unit members, would participate in said process; and

WHEREAS, **RISD**, in accordance with the above referenced Memorandum of Understanding, did complete a full review of job descriptions and respective job duties for recognized bargaining unit positions, which has resulted in changes to several job titles, duties, and descriptions, and which has additionally resulted in increased minimum starting rates for several recognized bargaining unit positions; and

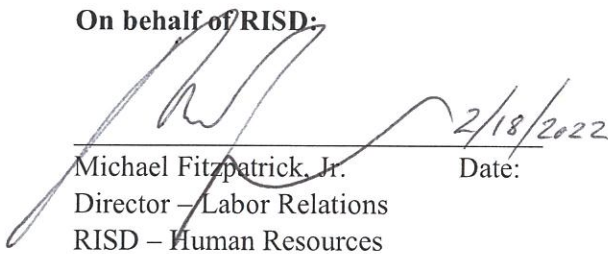
WHEREAS, the **PARTIES** wish to address changes to the current Collective Bargaining Agreement necessitated by the above; now

THEREFORE, the **PARTIES** hereby agree to the following terms and modifications of the current Collective Bargaining Agreement:

1. Article XVI (Wages), Section A. (Position Minimums) will be modified in accordance with Exhibit “A” of this Agreement, which details changes to job titles as currently listed in the Collective Bargaining Agreement. Additionally, starting rates for year 1 of the current Collective Bargaining Agreement, and subsequent minimum rates for years 2 and 3 will also be modified and detailed in Exhibit “A” attached hereto. The rates established pursuant to Exhibit “A” attached hereto will serve as starting rates for respective positions for the duration of the contract period ending June 30, 2024.
2. Exhibit “A,” attached hereto, shall be controlling with respect to starting rates of pay for bargaining unit positions upon full execution of this Agreement, and will serve, for all intents and purposes, as replacement language for Article XVI, Section A. entitled, “Position Minimums” in its entirety. All other terms and conditions of that Collective Bargaining Agreement with the effective period of July 1, 2021 through June 30, 2024 remain unmodified, and will maintain full force and effect.

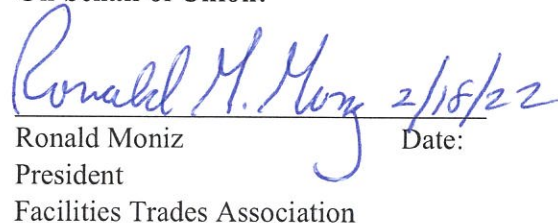
3. A bargaining unit member whose rate of pay for their respective position is lower than that of the respective position as detailed in Exhibit "A" of this Agreement will have their current rate of pay increased to reflect the new starting rate for that position.
4. Any bargaining unit member whose rate of pay will increase in accordance with the terms herein will receive the difference between their rate of pay, as the same existed subsequent to application of previously negotiated starting/minimum increases and general increases for the current contract period, and the new rates as identified in Exhibit "A" attached hereto, and such payment shall be made retroactive to July 1, 2021.
5. Article I (Recognition) shall be read to include those titles as listed in Exhibit "A" as recognized bargaining unit positions, and shall supersede those titles previously recognized. Titles, to the extent they are reflected elsewhere within the Collective Bargaining Agreement, shall be read to reflect updates to said titles as the same may be modified in accordance with Exhibit "A" attached hereto.
6. The terms herein shall be automatically incorporated into any successor Agreement unless either **PARTY** gives notice to the other during negotiations of any successor agreement that they wish or intend to modify the same as part of negotiations.
7. The terms herein are in no way meant to suggest a present or future waiver of Management Rights as detailed in Article XV of the Collective Bargaining Agreement on this or any other matter.
8. The above constitutes the entire Agreement between the **PARTIES**, and has been executed in light of unusual and unique circumstances. The terms herein are not intended in any way to set precedent as to any other matter, and therefore this Agreement should not be referred to or introduced at any time, or in any forum, except as it relates to the specific terms herein.
9. **UNION** agrees to forego the filing of a grievance on behalf of the bargaining unit as a whole or on behalf of any individual member with respect to the terms herein, with the limited exception of a filing in order to enforce specific terms of this Agreement.
10. The effective date of this Agreement is that date upon which the final signature of the **PARTIES** is affixed hereto.

On behalf of RISD:



Michael Fitzpatrick, Jr. Date: 2/18/2022
Director – Labor Relations
RISD – Human Resources

On behalf of Union:



Ronald Moniz Date: 2/18/22
President
Facilities Trades Association

Cc. Candace Baer
Jack Silva
Joseph Realejo
Cassie Goryl
Signatories

EXHIBIT "A"

To Memorandum of Agreement
-2022 Position Duties and Minimums Review-

Job Title:	Starting Rate:
Electrician	\$32.50
Lead Electrician	\$35.00
Lead Locksmith	\$30.00
Plumber	\$32.50
HVAC Building Technician	\$30.50
HVAC Mechanic	\$30.00
Lead Structural Trades Specialist	\$29.75
Structural Trades Specialist/Mechanic	\$26.00
Structural Trades Specialist/Welder	\$26.00
Structural Trades Specialist	\$24.50