

**AGREEMENT  
BETWEEN  
RHODE ISLAND SCHOOL OF DESIGN**

**AND**

**RHODE ISLAND SCHOOL OF DESIGN  
SERGEANTS ASSOCIATION**

**JULY 1, 2024 THROUGH JUNE 30, 2027**

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## PREAMBLE

Agreement made and entered into this 23<sup>rd</sup> day of August, 2024, by and between RHODE ISLAND SCHOOL OF DESIGN (hereinafter referred to as "RISD") and the RHODE ISLAND SCHOOL OF DESIGN SERGEANTS ASSOCIATION (hereinafter referred to as "Union" or "Association") with respect to the public safety sergeants bargaining unit.

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

## ARTICLE I RECOGNITION

**1.1. Bargaining Unit.** RISD, pursuant to its legal obligation as a result of the certification of the Union by the National Labor Relations Board on March 12, 2012 in NLRB Case No. 1-RC-073853, recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time sergeants employed by the Employer at its Providence, Rhode Island facility, but excluding all other employees including public safety officers, lieutenants, captains, deputy chief, chief, and supervisors as defined by the Act.

## ARTICLE II DEFINITIONS

**2.1.** 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 I.

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

**2.3.** 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.

**2.4.** The terms "temporary employee" and "temporary employees" refers to employees who are hired only for a limited period of time with no expectation of

continued employment beyond the term that they are hired for. Temporary employees are excluded from the bargaining unit as defined in Section 1.1.

2.5. 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 Section 1.1.

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

2.7. 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.

2.8. The term “base rate of pay” as used in this Agreement refers to base hourly wage rate.

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

### **ARTICLE III UNION SECURITY AND CHECKOFF**

3.1. **Union Membership.** All employees who are members of the Union as of the date of ratification of this Agreement or who, thereafter, during its term become members of the Union, shall, as a condition of continued employment, maintain their membership in the Union for the term of this Agreement; provided, however, that any such employee may resign from membership in the Union during the period of fifteen days prior to the expiration of the Agreement.

3.2. **Checkoff.** 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 in 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 the terms of said authorization. Withheld amounts will be forwarded to the designated Union officer in the month following the deductions, together with the record of the amount and the names of those for whom deductions have been made. The voluntary authorization shall be irrevocable for a period of one (1) year or the term of the applicable collective bargaining agreement between the Union and RISD, whichever is the lesser, and shall

automatically renew itself for successive yearly or applicable contract periods thereafter, unless an employee gives 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 the voluntary authorization, of his/her desire to revoke same.

**3.3. Indemnification.** The Union shall indemnify and save RISD harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by RISD for the purpose of complying with this Article and reimburse RISD for any legal expenses and defense costs RISD incurs in connection with the same.

#### **ARTICLE IV UNION ACTIVITIES**

**4.1. 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 Public Safety 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.

**4.2. Union Stewards.** The Union shall have the right to appoint one (1) of its members to the position of Union Steward. The Union shall supply RISD with the names of the Steward so designated and notify RISD of any changes.

**4.3. Leave for Union Business.** A Union Steward or another employee representing the Union may attend a jointly scheduled grievance or other meeting with management without loss of regular pay if it is held during the Steward's working time. One Union Officer will be granted one (1) day of excused absence per year without loss of pay to attend the International Brotherhood of Police Officers ("IBPO") annual convention for the purpose of voting.

**4.4. Information Regarding New Hires.** Upon request, but no more frequently than quarterly, RISD will provide the names, addresses and telephone numbers of newly hired employees to the Union President.

#### **ARTICLE V NON-DISCRIMINATION**

**5.1. 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 VI EMPLOYMENT STATUS**

**6.1. Probationary Employees.** Each newly hired employee shall be deemed a probationary employee during his/her first six (6) months of active service. Days lost from work because of sickness or accident during the probationary period shall not be counted in computing said probationary period, but shall not break the consecutive period. No employee shall acquire any seniority status until successful completion of his/her probationary period. Upon successful completion of his/her probationary period, the employee's seniority shall be determined based on his/her most recent date of hire. During the probationary period, an employee may be terminated in the sole judgment of RISD without recourse under this Agreement.

**6.2. Policies of the College Regarding Employee Conduct.** All employees will abide by the policies of the College 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/HR website and those issued by the public safety department, as those policies may be modified by the College from time to time.

**6.3. Layoff.** In the event that the college decides to lay off employees in a job classification, probationary employees in such job classification shall be first to be laid off, without regards to their individual period of employment. In selecting employees within the job classification for layoff, seniority shall govern except when the College in its sole judgement determines that laying off the least senior individual(s) would result in not having sufficient number of EMT – certified Public

Safety Sergeants, in which case the next least senior employee(s) who is not EMT certified shall be selected for layoff. No employee will be laid off without receiving two (2) weeks' notice or pay in lieu thereof. During this two (2) week period, the College shall meet with the Union to discuss alternatives to layoff which the Union may wish to propose and the impact of the layoff on the employee affected. In the event of a layoff, the College shall not utilize on-call employees to fill the hours or shift of an employee who has been laid off. If they wish and so notify the College, laid off employees will be placed on on-call status.

**6.4. Recall.** Employees with less than one (1) year of service will retain recall rights for a period of six (6) months from their date of layoff; employees with at least one (1) year of service will retain recall rights for a period of twelve (12) months from their date of layoff. If the College elects to fill a vacancy within a job classification with recall rights, the vacancy will be filled by the most senior qualified employee with such rights. Any employee who is recalled must be willing to work the scheduled shifts and hours of the position. An employee who declines to return to work within ten (10) days or who fails to respond to recall notification by the College within five (5) days after the date of mailing such notification shall lose all recall rights. Notification shall be by certified mail to the last known address of the recalled employee.

## **ARTICLE VII DISCIPLINE AND DISCHARGE**

**7.1** An employee who has successfully completed his/her probationary period will not be given a written warning, suspended or discharged without just cause. An employee is entitled to his/her right 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 discipline. Except when it is necessary to meet with the employee without delay, such an investigatory meeting may be postponed for not more than a day if neither a Union Steward nor a Union Representative is readily available.

## **ARTICLE VIII HOURS OF WORK AND OPEN SHIFTS**

**8.1. Normal Work Week.** The normal work week for regular full-time employees shall be thirty (30) to forty (40) hours per week as scheduled by RISD.



Scheduled days off, including vacation and personal days, shall start at the conclusion of the last scheduled shift until the beginning of the next scheduled shift, except in emergency situations as determined by the Director or their designee.

**8.2. Meal Periods.** The College shall provide a meal break of thirty (30) minutes for each employee during his/her scheduled shift. If work permits, as determined by the employee's Immediate Supervisor, the College also shall provide two rest periods of fifteen (15) minutes each for each employee during his/her scheduled shift. Because employees may be required to respond to calls during their meal and rest breaks, all meal and rest breaks must be taken on campus or, with the advance approval of the employee's Immediate Supervisor in reasonable proximity to campus. Meal and rest periods shall be paid.

**8.3. Working Schedules.** In view of the necessity on the part of the College to provide continuing public safety services on an around-the-clock basis, nothing in this Agreement shall be construed as a guarantee of work or as an abridgement of the College's 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 College also reserves the right to revise or supersede any work schedule when such is necessary for operating reasons. Changes in work schedule shall be accomplished by first requesting a volunteer to accept such change. If no employee volunteers to change his/her work schedule, the work schedule of the employee with the least seniority within the appropriate classification shall be changed. All employees will be provided with a minimum of one (1) month's notice of any permanent change which will impact them unless unforeseen circumstances prohibit such notice, in which case the College will provide the affected employees as much advance notice as is practicable.

**8.4. Annual Shift Bid.** In May of each year, an annual shift bid will be posted covering shifts, workdays and hours of work. This shift bid will be effective the beginning of the first payroll period occurring on or after July 1<sup>st</sup>. Employees will select shifts in order of seniority determined by time in position as a Sergeant. The Director of Public Safety or their designee will post the shifts up for annual bid on the first business day of May. Bargaining Unit members will have until the last business day in May to review the shift posting and request their shift preference. The results of the shift bid shall be posted on or before the first business day in June. The annual

shift bid will be in effect for the entire fiscal year, further subject to the terms of the Collective Bargaining Agreement, though employees may voluntarily swap shifts with prior management approval. Nothing in this paragraph shall be deemed as an abridgement of the College's rights, as detailed in Section 8.3 to change work schedules should operational needs arise.

**8.5. Overtime.** Employees may be required to work overtime, when and as determined by the College in its sole judgment. No employee will be permitted to work more than sixteen (16) hours in one calendar day (including both regularly scheduled shifts and overtime) without special permission of the Director of Public Safety or his/her designee. Employees shall be paid one and one-half (1 1/2) times their regular rate of pay for time actually worked in excess of forty (40) hours in a workweek. Vacation and holidays for which the employee is eligible, but no other absences, whether paid or unpaid, will be treated as hours worked for the purpose of computing eligibility for overtime pay. All overtime must be approved in advance by the Director of Public Safety or his/her designee.

**8.6. Call-Back of Employees.** Any employee who, after completing his/her regularly scheduled workday, is called back for emergency work after leaving the premises is paid at time and one-half (1½) of the hourly rate for any hours worked on a call-back basis. A minimum of four (4) hours at a rate of time and one-half (1½) will be paid for any call-back. If an employee is called back within four (4) hours of the initial call back, they will only be paid for actual hours worked beyond the initial four (4) hours.

Any employee contacted to perform their normal duties or respond to an emergency, after the completion of their workday or prior to the start of their next regularly scheduled workday thereby extending the workday, shall be compensated for all time actually worked.

Any employee who, after completing his/her regularly scheduled workday is contacted for remote work, e.g., phone explanations, for emergency work after leaving the premises will be paid for all remote work time rounded up to the nearest 30 minutes for the total of hours worked.

**8.7. Shift Differential.** Employees who are regularly scheduled to work on the second shift (3 p.m. to 11 p.m.) or such other shift which the College may deem eligible will be paid a shift differential of one dollar (\$1.00) per hour for hours worked. Employees who work on the third shift (11 p.m. to 7 a.m.) will be paid a

shift differential of one dollar and twenty cents (\$1.20) per hour for hours worked. Shift differential pay shall be included in the computation of vacation, sick and overtime for those employees who are regularly assigned to shifts for which they are regularly paid a shift differential.

An employee who is regularly scheduled to work on the second or third shift, but who is required by the College to work on the first shift either on an intermittent basis or for a continuous period of time less than four (4) weeks shall continue to receive shift differential for all hours worked on the first shift. Such employee who is required by the College to work on the first shift for a period of four (4) or more consecutive weeks will not receive shift differential for those hours worked on the first shift. An employee who is not regularly scheduled to work on the second or third shift, but who is required to work a minimum of one (1) hour between 3 p.m. and 7 a.m. on a temporary basis shall receive the shift differential for hours worked during that period.

**8.8. No Pyramiding or Duplication.** There shall be no pyramiding or duplication of any premium pay or overtime.

**8.9. Procedure for Filling Open Shifts on a Voluntary Basis.** The College will post all known open shifts for Sergeants within thirty (30) days of when the shift is to be worked. Each notice shall contain the date and time of the open shift, the job classification, and any special qualifications for the shift, e.g., EMT certification. With respect to open shifts known at least thirty (30) days in advance, the notices shall remain posted for ten (10) days during which time qualified Sergeants wishing to work a particular shift(s) must so indicate by signing their names on the appropriate notice(s). With respect to open shifts known between ten (10) and four (4) days knowledge, notices will be posted for three (3) days, when practicable.

After the expiration of the notice posting period pursuant to this Article, the Department shall fill the open shift as follows:

The Department shall first endeavor to contact qualified Sergeants and shall assign the shift to such Sergeant who first agrees to work the shift on a rotating basis in accordance with seniority. The rotating list will include both full and part-time employees within the Sergeants position.

If an open shift is not filled in this manner, the Department may next attempt to offer on a voluntary basis said shift to any employee of another position, to include Relief Sergeants, that is eligible and qualified to perform the work. If the open shift

continues to remain unfilled, the Department may offer the open shift to any eligible and qualified on-call employee. If an open shift is not filled following the process above, the shift will be filled by a Sergeant on a non-voluntary basis in accordance with paragraph 8.10.

For purposes of this section, there shall be one “voluntary overtime list” for Sergeants, which shall list only employees in the relevant classification of Sergeant who wish to be considered for voluntary overtime. The names on the list shall be placed in descending order of seniority, and shall rotate for purposes of this Article. In the event that more than one (1) Sergeant signs the notice for the shift, the shift shall be assigned to the Sergeant whose name is highest on the applicable voluntary overtime list and that person’s name shall be placed at the bottom of the list.

In the event that a shift becomes open after the advance posting deadline set forth in the first paragraph of this Section, the Department shall fill the open shift in accordance with the procedure set forth in the preceding paragraphs. The Department shall not be required, however, to attempt to fill an open shift from the voluntary overtime list if the shift becomes open less than four (4) hours before it is scheduled to begin. Notwithstanding the previous sentence, before holding a Sergeant over to fill a shift that becomes open less than four (4) hours before it is scheduled to begin, the Department shall make an effort to reach all Sergeants on the voluntary overtime list.

When a Sergeant is assigned to work an open shift on a voluntary basis, the individual’s name shall be placed at the bottom of the voluntary overtime list. A Sergeant who indicates a willingness to work an open shift, by signing a notice or otherwise, shall be expected to work that shift if assigned, unless excused by the Director or their designee, in which case the Sergeant will be expected to assist the Department to find coverage for that shift.

**8.10. Procedure for Filling Open Shifts on a Non-Voluntary Basis.** There shall be a “non-voluntary overtime list” maintained by the Department for Sergeants, which shall list the names of all Sergeants in inverse order of seniority based on time in position, and shall rotate for purposes of this Article. In the event that an open shift, which has been designated at the sole discretion of the College as a Sergeant shift (whether or not posted) cannot be filled on a voluntary basis in accordance with this Article, the Department shall attempt to fill the open shift with a Relief Sergeant before holding over or assigning the open shift to a full-time Sergeant. The qualified

Sergeant whose name appears closest to the top of the non-voluntary overtime list shall be held over or assigned as necessary to fill the open shift and their name shall then be placed at the bottom of the non-voluntary overtime list for Sergeants, provided that the person who is next on the appropriate list shall be skipped, if they have a scheduled vacation day or other approved leave day on the day the shift must be worked. An employee who has finished their last shift prior to the beginning of their scheduled day off, vacation day, or other leave day, shall be held over last after the Department has exhausted the option of holding over all other qualified employees within that classification who are also finishing their shifts, and after the Department has made an effort to reach all employees on the voluntary overtime list. If a Sergeant creates the open shift, and the Department has exhausted its efforts to fill the shift, then the Sergeant on duty will be held over or called back to work the shift.

## **ARTICLE IX SPECIAL DETAILS**

**9.1. Special Details.** Sergeants may be required to work special details, when and as determined by the College in its sole judgment.

**9.2. Pay for Special Details.** Sergeants shall be paid one and one-half (1½) times their regular rate of pay for hours worked on special details. A Sergeant who is held over or assigned to fill a special detail, whether on a voluntary or non-voluntary basis, shall be paid for a minimum of four (4) hours, regardless of the time actually worked; provided, however, that if more than one Sergeant signs up on a voluntary basis to split one posted special detail, each Sergeant will be paid only for time actually worked.

**9.3. Procedure for Filling Special Details on a Voluntary Basis.** The Department shall post notices of special details for which, in the sole discretion of the College, a Sergeant is needed upon receipt of a detailed event form. Whenever possible, the Department will post all known special details with thirty (30) days advanced notice. Each notice shall contain the date and time of the special detail, the job classification, any special qualifications for the detail, e.g., EMT certification, and the date by which Sergeants must indicate their interest in working the special detail. When the Department does not have advanced notice of special details allowing for the detail to be posted with thirty (30) days' notice, the Department will make all reasonable efforts to post with as much notice as possible. Unless the date of the

event makes it impractical, the notices shall remain posted for ten (10) days during which time qualified Sergeants wishing to work a particular detail(s) must so indicate by signing their names on the appropriate notice(s).

After the expiration of the posting period, or the period identified by the Department for details known with less than thirty (30) days' notice, the Department shall attempt to fill the special detail from the voluntary list in the same manner as detailed in Article 8.9 of this Agreement. Should the detail remain unfilled, the Department will fill the detail from the non-voluntary list also as detailed in Article 8.10. When the detail is determined by the Department to be specific to qualified Sergeants, the Department may, on a voluntary basis, offer the opportunity to a Relief Sergeant should no Sergeant voluntarily accept the detail from the voluntary list; however, Public Safety Officers will not be eligible for details in which the Department has determined that a qualified Sergeant is required.

The Department shall not be required to attempt to fill a special detail on a voluntary basis if the detail becomes open less than four hours before it is scheduled to begin.

When a Sergeant is assigned to work a special detail on a voluntary basis, the individual's name shall be placed at the bottom of the voluntary special detail list. A Sergeant who signs a notice indicating willingness to work a special detail shall be expected to work that detail if assigned, unless excused by the Director or their designee, in which case the employee will be expected to assist the Department to find coverage for that detail.

**9.4. Procedure for Filling Special Details on a Non-voluntary Basis.** There shall be a non-voluntary special detail list which shall contain the names of all Sergeants. The names on the list shall be placed in descending order based on seniority within the position of Sergeant, and shall rotate for purposes of this Article. In the event that a special detail (whether or not posted) cannot be filled on a voluntary basis by a member of the bargaining unit, the Department may first attempt to fill the special detail with a Relief Sergeant or qualified Public Safety Officer (when eligible) before holding over or assigning the Sergeant whose name appears closest to the top of the non-voluntary special detail list to fill the special detail; provided that the Sergeant appearing next on the list will be skipped if they have an approved vacation, personal, or other approved leave on the day the detail is to be worked.

A Sergeant that has finished their shift immediately preceding a regularly scheduled day off, vacation day, or other approved day of leave, shall be assigned the special detail last after the Department has exhausted all voluntary and non-voluntary options in accordance with this Article.

If a Sergeant scheduled to work a detail creates the opening for the special detail through a call out for sick leave, and the Department has exhausted all efforts to fill the detail in accordance with this Article, the Sergeant on duty will be assigned the special detail.

If a member of the bargaining unit is held over or assigned the special detail, their name shall be placed at the bottom of the non-voluntary special detail list. This procedure shall not apply to certain days designated by the Director due to operational needs or special events or occurrences which include but are not limited to the Artists Ball, move-in days including Pre-College move-in, RISD related street closures, Commencement and Alumnae Weekend.

**9.5. Cancellation of Special Details.** The College reserves the right to cancel any scheduled special detail. In such event, a full-time Sergeant who was assigned the special detail from the voluntary special detail list shall have his name placed in the same slot on the voluntary special detail list that his name occupied before the assignment, while the name of a full-time Sergeant who was assigned the special detail from the non-voluntary special detail list shall remain at the bottom of the non-voluntary special detail list.

## **ARTICLE X HOLIDAYS**

### **10.1. Holidays.**

The College observes the following holidays:

- Independence Day
- Flexible Holiday
- Labor Day
- Indigenous People's 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  
Juneteenth

A holiday will be celebrated on the day established by the law of Rhode Island for its observance as a legal holiday, except that the College may defer the celebration of Flexible Holiday, Indigenous People's Day and/or Veterans' Day ("deferred holiday(s)") to the period between Christmas and New Year's in order to permit the College to close during that period.

**10.2. Holiday Pay and Deferred Holiday Pay.** A full-time employee, including one in his/her probationary period, will receive holiday pay and deferred holiday pay computed on the basis of the employee's regular rate of pay times the number of hours per day to which the employee is regularly assigned at the time of the holiday. A regular part-time employee will receive holiday pay and deferred holiday pay computed on the basis of the employee's regular rate of pay times the number of hours per day to which the employee is regularly assigned at the time of the holiday.

**10.3. Work on Holidays.** In addition to holiday pay, an employee who is required to work on a holiday or a deferred holiday will be paid time and one-half his/her regular rate for all hours actually worked on that day. An employee who works on days on which Summer Holiday, Indigenous People's Day or Veterans' Day would otherwise have been celebrated if the College had not deferred their celebration will not be paid holiday pay, but will be paid his/her regular rate of pay for the hours actually worked on those days.

**10.4. Holidays Not Recognized.** Holidays not recognized or deferred by the College shall not be paid to employees scheduled on said days (i.e., Easter Sunday).

## ARTICLE XI SICK TIME/PERSONAL DAYS

**11.1 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.

**11.2 Use of Sick Time.** An employee may use sick time in the event of a personal illness or injury that actually prevents him/her from working. An employee may use up to five (5) sick days per year in the event of the illness or injury of the employee’s spouse, domestic partner, or child. An employee must notify the his/her supervisor of his/her absence as soon as possible and in any event not later than four (4) hours prior to the employee’s scheduled starting time, unless excused by the College for circumstances beyond the employee’s control. The employee must give notice on each day of absence, unless prior arrangements have been made or unless excused by the College for circumstances beyond the employee’s control. The College may require reasonable evidence to validate sick leave requests.

**11.3. Personal Days.** Employees are eligible for two personal days per fiscal year which can be used after the first 3 months of employment. Any balance of 2 or less unused personal days will automatically be carried over into the new fiscal year with a maximum of 4 personal days allowed.

Employees hired between:	Entitlement
July 1 and December 31	2 personal days
January 1 and June 30	1 personal day

With reasonable advance notice (preferably 72 hours unless the request relates to an emergency or other compelling purpose) and approval of the supervisor, an employee may be given time off for reasons of a personal nature. Part-time employees accrue personal time based on their budgeted, scheduled hours.

**ARTICLE XII  
VACATION**

**12.1. Accrual.** Bargaining Unit members will accrue and carry over Vacation leave on the same terms and conditions as non-bargaining unit employees of the College, as may be amended from time to time.

**12.2. Vacation Pay.** Vacation pay shall be computed at the employee’s regular rate of pay. In the event that an employee has used more vacation time than the employee has actually earned pursuant to Section 1 at the time of termination of employment, the employee will be required to reimburse the College for the vacation pay he or she received that had not yet been earned. To the extent possible,

reimbursement will be effected through a deduction from the employee's final paycheck.

Employees should be present at work on their scheduled days immediately before and after scheduled vacations. In the event of an unexcused absence, employees may be asked to present documentation of illness or injury, unless prior arraignments have been made with the employee's supervisor. Failure to present documentation may lead to loss of pay for the unexcused time.

**12.3. Scheduling.** Vacation requests shall be granted, subject to operating needs, based on seniority within job classification and shift.

Employees may submit vacation requests for the next calendar year to the Director or his/her designee between December 1-31<sup>st</sup>. The Director or his/her designee will notify the employee if his or her request is granted by January 15<sup>th</sup>.

Vacation requests submitted after the deadline will be considered on a first-come first-served basis and shall be subject to operating needs. Vacation requests of three (3) or more days must be submitted at least fourteen (14) days in advance. Vacation requests of one (1) or two (2) days must be submitted seventy-two (72) hours in advance. Exceptions to the advance notice requirement due to emergency circumstances will be considered by the Director or his/her designee and may be approved at his/her sole discretion.

Exceptions to the seniority order may be granted for the following special life events: (1) marriage (or commitment ceremony) of an employee or a member of his/her family; (2) graduation of an employee or a member of his/her family; and (3) such other events as the College and the Union may agree from time to time. For purposes of this section, member of the family shall mean an employee's husband, wife, domestic partner, and dependent child. An employee seeking a vacation day(s) for a special life event must submit his/her request as far in advance as possible, but, in any event, not later than one hundred twenty (120) days before the special life event.

Probationary employees may not use vacation time during their probationary period, except with special permission of the Director or his/her designee.

### **ARTICLE XIII LEAVES OF ABSENCE**

**13.1. Family and Medical Leave Acts and Parental Leave.** The College shall comply with federal and state Family and Medical Leave Acts and all other applicable federal and state laws. If an employee takes such leave on account of their own medical condition, the employee must use all accrued sick time during the period of leave. Bargaining Unit members will be entitled to paid parental leave on the same terms and conditions as non-bargaining unit employees of the College, as may be amended from time to time. An employee may request additional unpaid leave following the birth or adoption of a child not to exceed a maximum leave of six (6) months (inclusive of FMLA leave time and Paid Parental Leave). Any such request is subject to College Approval in its sole judgement. In application of this Article, the College shall comply with the non-discrimination provision of Article IV herein.

**13.2. Other Leaves of Absence.** Unpaid leaves of absence may be granted to an employee for compelling reasons, which shall not include employment with another employer. Typically, these leaves will not exceed six (6) months, and are normally limited to no more than one (1) year. The procedure for seeking such leaves, the policies concerning such leaves, and the obligations of the employee in connection with such leaves, including but not limited to information about benefits continuation during such leaves, are set forth in the RISD Staff Handbook, as the Handbook may be modified from time to time. Requests for such leave must be made in writing to the Director of Public Safety with as much advance notice as possible and must state the length of leave requested and the reason for it.

**13.3. Leave for On-the-Job Injury.** An employee who sustains an on-the-job injury for which he or she is compensated under the Rhode Island workers' compensation law shall receive unpaid leave (inclusive of FMLA leave time) for the period during which the employee is eligible for reinstatement under the Rhode Island workers' compensation law. The College shall continue to pay its portion of an employee's medical insurance benefit during such leave. An employee shall accrue seniority, sick time, and vacation time for the first six (6) months of such leave.

An employee who has exhausted such leave, will be given the first opportunity before outside applicants to fill any vacant bargaining unit position for which he/she applies and is qualified during the balance of a three (3) year period from the date on which his/her leave began, provided that the employee has continued to receive workers' compensation benefits since the date the leave was exhausted, and provided

that the employee maintained or is able before rehire to regain all relevant certifications necessary for the position. In addition, if an employee is rehired pursuant to the preceding sentence and (i) the employee's date of rehire is within one (1) year period from the date the employee's leave ended, or (ii) the employee's length of continuous service exceeds one (1) year and the time between the employee's date of rehire and the date his/her leave ended did not exceed the employee's length of continuous service at the College, the employee's seniority status, length of service accrued, and unused sick time and vacation, if any and his/her salary rate, all as of the date the leave ended, will be bridged (restored). Notwithstanding the previous sentence, for purposes of vacation scheduling; filling of vacancies, details, and open shifts; shift assignments; schedule changes; layoff; and recall, the employee shall be assigned the date of his/her rehire as his/her new seniority date.

**13.4. Military Leave.** The College shall provide military leave of absence to all full-time and regular part-time employees in compliance with applicable federal and state laws. An employee taking military leave must submit the request, together with a copy of the orders to report for duty, to the Director of Public Safety or his/her designee for approval. A full-time or regular part-time employee who is a member of the National Guard or organized Reserves shall be paid the difference between his/her military duty training pay and his/her regular rate of pay for a maximum of fourteen (14) days per year.

**13.5. Jury Duty.** The College shall provide leave to attend jury duty for the duration of the jury duty service. An employee must notify his/her supervisor immediately of the jury duty obligation and forward a copy of the court's notification to the Human Resource office. Time off for jury duty covers only the time actually spent as a juror. Employees are required to return to work when their service as a juror is not required during their scheduled shift. An employee scheduled to work the hours immediately prior to or following service on a jury shall be excused from his/her shift on the day of jury service. The College shall pay an employee his/her regular rate of pay for all hours on jury duty for which the employee is regularly scheduled to work.

**13.6. Witness Duty.** An employee who is required to attend or to appear, outside of his/her regular working hours, either as a witness or in another capacity for

the College, in a civil or criminal proceeding, shall be paid for time spent ant his/her regular rate of pay or overtime pay, if applicable.

**13.7. Bereavement Leave.** In the event of the death of a member of a full-time employee's immediate family, the employee shall be permitted three (3) consecutive working days off without loss of pay. "Immediate family member" shall be defined as the employee's husband, wife, domestic partner, child, parent, brother, sister, grandparent, grandchild, and in-law (grandparent, parent, brother and sister, son and daughter) as well as step relationships in all noted categories. Employees may take up to one-half day of paid bereavement to leave to attend a funeral or services of other close friends/relatives. Bereavement leave must be used within seven (7) days of the death, except with permission of the Director of Public Safety or his/her designee. The employee may be required to furnish evidence to support the leave. Additional unpaid time off may be granted upon request of an employee at his/her supervisor's discretion.

#### **ARTICLE XIV BENEFITS**

**14.1. Health Insurance.** The College will make available to full-time and regular part-time employees the same health insurance programs as 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 terms of this Agreement. The College and employees shall share the cost of coverage on the same basis as the College shares 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.

**14.2. Flexible Spending Accounts.** The College will make available to employees participation in Flexible Spending Accounts (Health Care Reimbursement Account and Dependent Care Reimbursement Account) to the extent and on the same basis that such participation is offered to eligible non-bargaining unit, non-faculty employees, as may be changed from time to time.

**14.3. Dental Insurance.** The College will make available to full-time employees and regular part-time employees dental insurance under such College dental insurance program, as bargaining unit employees on the same basis as those

programs are offered to eligible non-bargaining unit, non-faculty employees. The College and employees shall share the cost of the coverage on the same basis as the College shares such costs 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.

**14.4. Domestic Partnership Program.** The College currently offers health and dental coverage for employees' same-sex and opposite-sex domestic partners. The College will continue to offer this benefit to employees to the same extent and on the same basis that it is offered to eligible non-bargaining unit, non-faculty employees, as it may be changed from time to time.

**14.5. Life Insurance.** The College will provide to full-time and regular part-time employees life insurance coverage with a benefit equal to one and one-half (1.5) times his/her annual base salary, plus any applicable shift differential, up to a maximum benefit of \$50,000. Coverage for an otherwise eligible employee shall be effective on the first day of the month immediately following the employee's date of hire.

**14.6. Group Disability Insurance.** The College will provide to full-time employees and regular part-time employees group disability insurance coverage to the same extent and on the same basis as such coverage is provided to other eligible non-bargaining unit, non-faculty employees, as such coverage may change from time to time. 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. 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.

**14.7. Retirement Plan.** Eligible employees are entitled to participate in the College retirement plan on the same basis as non-bargaining unit employees, as such may be changed from time to time.

**14.8. Insurance Contracts Govern.** It is understood that the College may not operate the insurance programs referred to in this Agreement and may maintain policies or contracts with insurance companies which will administer said programs. The benefits under said programs shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning

eligibility for or payment of benefits under any such plan shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

**14.9. Federal or State Legislation.** Should any federal or state legislation be effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the College, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative and the College shall be relieved of the cost thereof.

**14.10. Changes in Plans.** Before making any material changes in any of the plans referred to in this Article (other than changes made by the insurer), the College will offer to meet and discuss the changes with the Union.

## **ARTICLE XV SALARY**

### **15.1. Wages and General Increases.**

Hourly rates for the position title of Sergeant will be set at \$31.00 for the duration of the 2024 – 2027 Collective Bargaining Agreement.

Effective July 1, **2024**, bargaining unit members will receive a general wage increase of 2%

Effective July 1, **2025**, bargaining unit members will receive a general wage increase of 2%.

Effective July 1, **2026**, bargaining unit members will receive a general wage increase of 2%.

**15.2. Performance Reviews.** Bargaining unit members will continue to participate in the College's performance review process, as such process may be modified from time to time. However, an employee's performance rating will have no determination on the employee's yearly salary increase.

## **ARTICLE XVI LABOR MANAGEMENT COMMITTEE**

**16.1.** The parties shall create and maintain a standing labor-management committee with mutually agreed numbers of representatives. The labor management committee shall meet at reasonable intervals for the purposes of addressing matters of mutual concern.

**ARTICLE XVII**  
**GRIEVANCE AND ARBITRATION**

**17.1. 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.

**17.2. 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.

**17.3. 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.

**17.4. 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.

**17.5. Submission of Grievance.** A grievance shall be deemed waived unless submitted as provided in this Section 17.5 within seven (7) days from the date the grievant knew or had reason to know of the factual basis of the grievance. All



grievances must be submitted at Step I to the Director of Public Safety or his/her designee. 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.

**17.6. Procedure.**

**Step I.** The Director of Public Safety, or his/her designee, 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 Human Resources, or his/her designee, within five (5) days of the Director of Public Safety's answer at Step I. 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 III.** When the answer at Step II 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 II.

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.

**17.7. Arbitration.** If a grievance is not settled under Section 17.6 above, such grievance may, at the request of the Union, be referred to the Labor Relations Connection within five (5) days after the Union has given notice of intent to arbitrate

as referred to in Step IV. It is agreed to use the Labor Relations connection and if any party is dissatisfied with the Labor Relations Connection, after notice to the other, to begin using the American Arbitration Association.

**17.8. 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 detracting from, any of the provisions of this Agreement.

**17.9. 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.

**17.10. Expenses.** The administration fees of the Labor Relations Connection/American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the parties.

**17.11. Rules.** Any arbitration hereunder shall be conducted in accordance with the rules then obtaining of the Labor Relations Connection/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 XVIII MANAGEMENT RIGHTS**

**18.1.** 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, duty assignments and assignment to on call status; 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 employees or supervisors 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 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 XIX  
HEALTH AND SAFETY**

19.1. RISD shall comply with all applicable federal and state laws governing the health and safety of employees. An employee who believes an unhealthy or dangerous condition exists is responsible for reporting it to the Director of Public Safety. RISD will investigate the report and, if necessary, take reasonable steps to correct such condition in a timely manner.

**ARTICLE XX  
IN-SERVICE TRAINING**

**20.1.** In-service trainings within the department will be conducted by an employee who is properly certified or trained to conduct such training, except when the College, in its sole judgment, determines that a non-employee possesses expertise relevant to the training that a certified or trained employee does not have. Any employee who is certified and wishes to provide such training must make certain that his or her employment records include up to date certification and/or training documentation. Employees providing such in-service training shall be paid an additional two dollars (\$2.00) per hour for all hours worked in this capacity whether or not the training pay is acquired via normal shift or the result of overtime. Notwithstanding the foregoing, an employee who, in the six (6) month period prior to the expected date of in-service training, has received a written warning regarding his/her performance or conduct in an area related to the subject of the training, or two (2) or more written warnings regarding acts or omissions of a more than minor nature regardless of whether they were related to the subject of the training, or a suspension or any other discipline more severe than one (1) written warning, will not be designated to conduct a training.

## **ARTICLE XXI CLOTHING AND EQUIPMENT**

**21.1.** Employees shall be required to wear uniforms and equipment as selected and provided by the College and shall comply with such dress and/or grooming codes as may be established by the College. The College will provide such uniforms and equipment at its expense, up to a maximum cost of \$750.00 per employee for uniforms per fiscal year. Every employee will be issued Level IIIA ballistic body armor with two (2) carriers, a duty belt and will be required to wear body armor while in uniform unless permission is granted by the immediate supervisor. At hire, members will be provided with four (4) sets of basic clothing and an appropriate number of other necessary items. Employees who are assigned by the Director of Public Safety or his/her designee to bike patrol will be issued an additional bike uniform, which is to consist of a helmet, 1 pair of riding gloves, 2 pairs of bike shorts, 2 shirts (choice of long sleeve, short sleeve or a combination thereof), 1 bike patrol jacket, and 1 long sleeve shirt.

All such uniforms and other equipment provided by the College shall remain the property of the College, but upon issuance shall become the responsibility of the

employees to whom they are issued. Such clothing and equipment shall be used only during working hours in connection with College work. All such clothing and equipment must be returned to the College upon termination of employment. An employee will not be required to pay the cost of replacement of any equipment which is lost, stolen or damaged, unless the College determines that the employee was at fault, in which event the College may look to any monies due the employee for satisfaction thereof. Further, not more frequently than once per year for each employee, the College shall pay the replacement cost for either (1) worn out or damaged boot or (1) shoe which have been turned in to the Department.

The College reserves the right to modify the equipment based on job needs and changing professional demands. Before making any changes in the clothing and equipment issued, the College will advise the Union and afford the Union an opportunity to meet with the College.

**21.2 Cleaning Allowance.** The College will provide each employee with a cleaning allowance of Three Hundred Dollars (\$300.00) per person, payable as a lump sum in the first December payroll of each year.

## **ARTICLE XXII MISCELLANEOUS BENEFITS**

**22.1. Parking Permits.** Employees shall be issued campus parking permits at no charge.

**22.2. Weather and Closing Pay Policy.** The College's Weather and Closing Pay Policy shall apply to employees. In the event that the College closes due to an emergency situation (e.g., hurricane, snow storm), employees that the College deems essential shall be required to work. The determination of whether there is an emergency closing on a weekend will be made (i) by, for the purposes of this Agreement only, the Public Safety Chief; or (ii) if the Governor, at the time in question, declares a state of emergency. Essential employees who report to work in an emergency closing situation shall be paid in accordance with the College's Weather and Closing Pay Policy for the time actually worked. Essential employees who do not report to work in an emergency closing situation shall have the hours which they were required (but did not) work deducted from their vacation or personal time and shall be paid their regular rate of pay for such hours. Non-essential employees shall be paid their regular rate of pay in an emergency closing situation for

the time they are scheduled, but not required, to work. An employee who is absent from work for scheduled vacation, sick or personal time while the College is closed due to an emergency situation will be charged with such vacation, sick, or personal time.

**22.3. Meal Discounts.** The College shall offer meal discounts to Employees on the same basis as these benefits are made available to other staff of the College.

### **ARTICLE XXIII EDUCATION**

**23.1. Tuition Assistance.** A full-time employee who has completed his/her probationary period shall be eligible for reimbursement of up to twenty-five hundred dollars (\$2,500) per year for tuition expenses for courses or a certification program that, in the sole judgement of the College, reasonably relate to the employee's employment. Prior to the start of the course or certification program, employees must complete an Application for Tuition Assistance form and attach proof of payment or a statement of charges from the College or certification program and a description of the educational content of the course or program. In order to receive reimbursement, the employee must submit evidence of successful completion of the course or program, with a grade of C or better, if applicable. This benefit is available to employees for so long as and to the same extent that it is available to eligible non-bargaining unit employees.

**23.2. RISD Remitted Tuition Program.** 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.

**23.3. Continuing Education.** At the conclusion of their probationary period, full-time employees and members of the respective families of such employees as set forth herein, may take courses at reduced fees in the College's Continuing Education program. For purposes of this section, member of the family shall mean an employee's husband, wife, domestic partner, and dependent child. In addition, children of such employees may take Museum of Art children's classes at reduced fees. These benefits are available to employees for so long as and to the same extent that they are available to eligible non-bargaining unit employees.

**23.4. Computer Loan Program.** Full-time employees with at least six (6) months of continuous service shall be eligible to purchase computers and peripheral

equipment through the College's loan program for so long as and to the same extent that this program is available to eligible non-bargaining unit employees. Details of the program, as it may change from time to time, can be located on the RISD Controller's Office website.

#### **ARTICLE XXIV INDEMNIFICATION**

**24.1.** The College will indemnify employees to the extent permitted by the College's by laws.

#### **ARTICLE XXV CONTINUITY OF OPERATIONS**

**25.1. 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

**25.2. No Lockouts.** RISD agrees not to conduct a lockout during the term of this Agreement.

**25.3. Union's Best Efforts.** The Union agrees that, in the event of any violation of Section 18.1, 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 XXVI MISCELLANEOUS**

**26.1. 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.

**26.2. 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. Notwithstanding the foregoing, in the event of any change in the law concerning Article III herein, RISD agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible, but in all events not more union security than provided for in Article III herein.

**26.3. Federal or State Legislation.** Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, by reason of conflict with federal or state law, the remainder of this Agreement shall continue in full force and effect.


**ARTICLE XXVII  
DURATION**

**27.1. 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, 2027, 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.

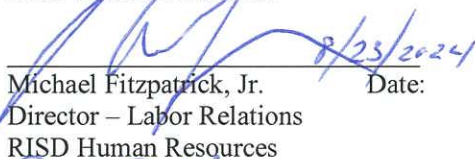
IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement this 23<sup>rd</sup> day of August 2024.

  
\_\_\_\_\_  
Elizabeth Rainone  
Interim Vice President  
RISD Human Resources

8/23/24  
Date:

  
\_\_\_\_\_  
Ryan Brown  
President  
Sergeants Association

8/23/2024  
Date:

  
\_\_\_\_\_  
Michael Fitzpatrick, Jr.  
Director – Labor Relations  
RISD Human Resources

8/23/2024  
Date:

  
\_\_\_\_\_  
Antone Souza  
Interim Director  
RISD Public Safety

8/23/2024  
Date:



Antone Sousa  
Interim Director  
RISD Public Safety

Date:

## APPENDIX A

### Voluntary checkoff authorization and assignment

I, \_\_\_\_\_, hereby voluntarily authorize the College to  
(Print Name)

deduct from my wages each and every pay period an amount equal to the uniform periodic dues, initiation fees and assessments of the RISD Sergeant's Association ("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 the College, 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 Association and the College 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 \_\_\_\_\_

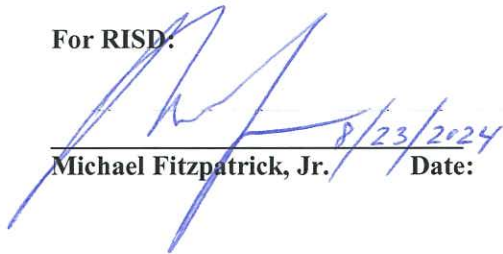
**Union dues are not deductible as charitable contributions for Federal Income Tax purposes.**

Memorandum of Understanding:

While RISD currently has no plans to modify benefits related to Retirement contributions, in the unlikely event that RISD intends to make material changes to the same, RISD will provide the UNION with at least sixty (60) days' notice.

This Memorandum will expire on June 30, 2027.

For RISD:

  
Michael Fitzpatrick, Jr. Date: 8/23/2024

For UNION:

  
Ryan Brown Date: 8/23/2024

**MEMORANDUM OF AGREEMENT**  
**-Acting Sergeants-**

**RHODE ISLAND SCHOOL OF DESIGN**  
**And**

**RISD Sergeants Association**

This AGREEMENT is entered into by and between the Rhode Island School of Design (“**RISD**”) and the Rhode Island School of Design Sergeants Association (“**UNION**” or “**SERGEANTS**”), hereinafter the “**PARTIES**,” for purposes of recognizing, addressing, and resolving the following:

**WHEREAS**, **RISD** maintains a Department of Public Safety, which includes, among others, employees in the position of Public Safety Officer III (represented by the **PSOA**), as well as Sergeants (represented by the **SERGEANTS**); and

**WHEREAS**, **RISD** requires adequate leadership from the Sergeants position on a 24/7 basis, and the ability to do so becomes difficult with the temporary, long-term absence of those within the Sergeants rank; and

**WHEREAS**, **RISD** believes that, under certain terms and conditions, those within the Public Safety Officer III rank are capable of performing the duties required of a Sergeant on a temporary basis; and

**WHEREAS**, based on the above, the **PARTIES** have agreed to create the position of “Acting Sergeant;” and

**WHEREAS**, the **PARTIES** wish to memorialize the above and define the terms and conditions for how Acting Sergeants will operate within the Department of Public Safety; now

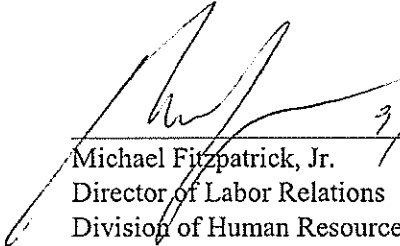
**THEREFORE**, the **PARTIES** hereby agree to the following terms and conditions with respect to Acting Sergeants:

1. The **PARTIES** formally recognize the position of Acting Sergeant within the Sergeants rank for the Department of Public Safety. This position will be filled internally from the Public Safety Officer III rank. As such, the individual filling this position will not be a bargaining unit member of the **SERGEANTS**, and will instead maintain union affiliation with the **PSOA** for the duration of the assignment. Acting assignments are not intended to avoid or delay the hiring of permanent Sergeants.
2. Acting Sergeants positions will be temporary in nature and will be offered for a period of no less than four (4) weeks and no more than one (1) year. The duration and shift (days on/off and hours) of each individual Acting Sergeant assignment will be identified prior to being offered. At the end of the duration identified, if an extension of the assignment is required by **RISD**, the Acting Sergeant will be notified in writing of such extension and the next duration of time for which they will continue to serve in an Acting capacity. The duration may continue to be extended in this manner, but an Acting assignment will not continue beyond one (1) year. Regardless of the above, **RISD** reserves the right to terminate Acting assignments at any time for reasons related to efficiency of operations and staffing, or the return from leave of the Sergeant


whose absence created the temporary assignment. While serving in an Acting capacity, Acting Sergeants will be eligible for Public Safety Officer shifts or assignments in accordance with Articles 7.6 (Procedure for Filling Open Shifts on a Non-Voluntary Basis) and 8.4 (Procedure for Filling Special Details on a Non-Voluntary Basis) of the Public Safety Officers' Association Collective Bargaining Agreement.

3. Those individuals selected for Acting Sergeant assignments will accrue no seniority and will not receive any benefit specific to the **SERGEANTS** Collective Bargaining Agreement, unless expressly granted by the terms herein. This will include, but not be limited to: contractually negotiated general increases, shift differentials, clothing allowances, cleaning allowances, etc. Whenever a conflict in rights or benefits exists for individuals serving in an Acting capacity, the **PSOA** Collective Bargaining Agreement will be controlling.
4. The above constitutes the entire Agreement between the **PARTIES**, and has been executed in light of unusual or otherwise 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, referenced, or introduced at any time or in any forum, unless the same specifically relates to the enforcement of specific terms herein.
5. **UNION** agrees to forego the filing of any 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.
6. The effective date of this Agreement is that date upon which the final signature of the **PARTIES** is affixed hereto. The terms of this Agreement will maintain full force and effect from the effective date for a period of one (1) year, at which point this Agreement will expire unless the terms herein are extended through mutual agreement of the **PARTIES**. Should **UNION** wish to terminate this Agreement at the conclusion of the one (1) year period, then current Acting assignments will be allowed to extend through completion of the assignments term.

**On behalf of RISD:**

  
\_\_\_\_\_  
Michael Fitzpatrick, Jr.      9/2/2022  
Date:  
Director of Labor Relations  
Division of Human Resources

**On behalf of the Sergeants Association:**

  
\_\_\_\_\_  
Robert Dolan      09/01/2022  
Date:  
President  
Sergeants Association

**MEMORANDUM OF AGREEMENT  
-Relief Sergeants-**

**RHODE ISLAND SCHOOL OF DESIGN**

**And**

**PUBLIC SAFETY OFFICERS' ASSOCIATION**

**And**

**SERGEANTS ASSOCIATION**

This AGREEMENT is entered into by and between the Rhode Island School of Design (“RISD”), the Rhode Island School of Design Public Safety Officers’ Association (“PSOA”), and the Rhode Island School of Design Sergeants Association (“SGTA”); hereinafter the “PARTIES,” for purposes of recognizing, addressing, and resolving the following:

**WHEREAS, RISD** is party to individual Collective Bargaining Agreements for the **PSOA** and **SGTA**; and

**WHEREAS,** in addition to individual Collective Bargaining Agreements, **RISD** is party to a fully executed Memorandum of Agreement with the **PSOA** dated September 2, 2022 and titled, “Acting Sergeants,” and is also a party to a fully executed Memorandum of Agreement with the **SGTA** dated September 2, 2022, also titled, “Acting Sergeants;” and

**WHEREAS,** the purpose of the above Memorandums of Agreement is to memorialize the process by which **RISD** may utilize Acting Sergeants to address coverage due to temporary long-term absences in the Sergeants rank as defined therein; and

**WHEREAS,** in addition to providing coverage due to long term temporary absences as stated, **RISD** requires adequate leadership from the Sergeants position on a 24/7 basis, and the ability to do so becomes difficult with daily absences due to unexpected illnesses and as a result of contractually approved leave; and

**WHEREAS, RISD** believes, under certain terms and conditions, those within the Public Safety Officer III rank are capable of performing the duties required of a Sergeant on an “as needed” basis for individual shifts (due to approved Vacation/Personal/etc.) within the Sergeants rank; and

**WHEREAS,** based on the above, the **PARTIES** have agreed to create a “Relief Sergeant” assignment; and

**WHEREAS,** the **PARTIES** wish to memorialize the above and define the terms and conditions for how Relief Sergeants will operate within the Department of Public Safety; now

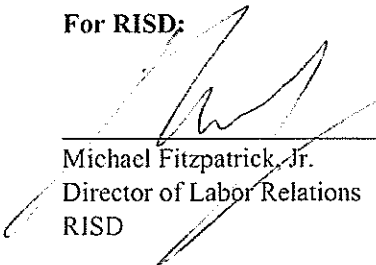
**THEREFORE,** the **PARTIES** hereby agree to the following terms and conditions with respect to Relief Sergeants:

1. The **PARTIES** formally recognize the assignment of Relief Sergeant within the Public Safety Officer rank for the Department of Public Safety. These assignments will be granted to eligible Public Safety Officer's, as detailed herein, and will remain bargaining unit members of the **PSOA**. They will not be considered bargaining unit members of the **SGTA**, will accrue no seniority or other rights under the **SGTA** Collective Bargaining Agreement, including eligibility for overtime or special details, other than those rights already afforded them as Public Safety Officers in accordance with the **SGTA** Collective Bargaining Agreement.
2. In order to be eligible for a Relief Sergeant assignment, the employee must be a current **PSOA** member in good standing maintaining the rank of PSOIII and having satisfied all requirements of that position, to include, but not be limited to, RICUPS or equivalent certification and EMT certification. On call employees are not eligible for Relief Sergeant assignments. **RISD** may require eligible Public Safety Officers to attend and complete a brief advanced training to ensure success with the increased level of responsibility and performance of duties as Sergeant.
3. When the Department of Public Safety identifies an individual shift of eight (8) hours, or of a shorter duration at **RISD**'s sole discretion, in which there is no supervisory coverage from the Sergeant rank, the Department will first attempt to fill such vacancy by offering the same on a voluntary basis to eligible members of the **SGTA** in accordance with the **SGTA** Collective Bargaining Agreement.
4. When the Department of Public Safety identifies an individual shift of eight (8) hours, or of a shorter duration at **RISD**'s sole discretion, in which there is no supervisory coverage from the Sergeant rank, and no eligible member of the **SGTA** accepted the assignment on a voluntary basis, any eligible **PSOA** officer already assigned to that shift may be designated as "Relief Sergeant" for that shift, offered on a voluntary basis, with all duties and responsibilities associated with the rank of Sergeant for the duration of that shift, unless directed otherwise by a superior. When two or more Public Safety Officers are already assigned to such a shift, the ability to assume the duties and responsibility for the Relief Sergeant assignment will be offered to the Officers on a voluntary basis by seniority. Should no Officer accept the relief assignment, the least senior Officer will be designated as the Relief Sergeant for the duration of that shift. If the vacant relief assignment is not filled on a voluntary basis from among the PSOIII rank, **RISD** will order in a Sergeant to fill the shift in accordance with the Sergeants Association Collective Bargaining Agreement.
5. When the Department of Public Safety identifies an individual shift of eight (8) hours, or of a shorter duration at **RISD**'s sole discretion, in which there is no supervisory coverage from the Sergeants rank, and no eligible member of the **SGTA** accepted the assignment on a voluntary basis, and there is no eligible Public Safety Officer already assigned to that shift, the Relief Sergeant assignment will be offered on a voluntary basis by seniority to all eligible Public Safety Officers in accordance with the Public Safety Officers' Collective Bargaining Agreement. Should no Officer accept the assignment, a Sergeant will be ordered to assume the duties and responsibilities for that shift from the non-voluntary list in accordance with the **SGTA** Collective Bargaining Agreement.
6. Should a Public Safety Officer be assigned as Relief Sergeant through any process detailed above, and in conformance with the **PSOA** and **SGTA** Collective Bargaining Agreements, a

Sergeant is assigned on that same shift to fill a **PSOA** vacancy resulting from their designation as Relief Sergeant, their designations will switch upon the start of said shift, with the Public Safety Officer resuming their duties as Public Safety Officer for that shift, and the Sergeant performing the duties of the Sergeant on that shift, despite accepting overtime for the Public Safety Officer vacancy.

7. Eligible Public Safety Officers will be compensated at the Sergeants rate of pay for all hours actually worked in the Relief Sergeant assignment.
8. Any Public Safety Officer who is eligible for Relief Sergeant assignments and wishes to be considered for the same shall express their desire in writing, addressed to the Director of Public Safety. As part of that writing, the Officer will acknowledge review and acceptance of the terms herein. Any Public Safety Officer that wishes to remove themselves from the Relief Sergeant list may do so, also in writing addressed to the Director of Public Safety, with thirty (30) days advanced notice. Any Public Safety Officer so removing themselves from the Relief Sergeant list will be ineligible for a one (1) year period.
9. The above constitutes the entire Agreement between the **PARTIES**, and has been executed in light of unusual or otherwise 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, referenced, or introduced at any time or in any forum, unless the same specifically relates to the enforcement of specific terms herein.
10. The **PSOA** and **SGTA** agree to forego the filing of any grievance, or any other filing, 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.
11. The effective date of this Agreement is that date upon which the final signature of the **PARTIES** is affixed hereto.


For RISD:

  
\_\_\_\_\_  
Michael Fitzpatrick, Jr.  
Director of Labor Relations  
RISD

Date:


7/5/2024

For UNIONS:

  
\_\_\_\_\_  
David Najarian  
President  
Public Safety Officers' Association

Date:

07/05/2024

  
\_\_\_\_\_  
Ryan Brown  
President  
Sergeants Association

Date:

07/05/2024