

# **COLLECTIVE BARGAINING AGREEMENT**

**B E T W E E N**

**THE RHODE ISLAND SCHOOL OF DESIGN**

**A N D**

**RISD TECHNICAL ASSOCIATION / NEARI**

**JULY 1, 2023 - JUNE 30, 2026**

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# ARTICLES

## PREAMBLE

The Rhode Island School of Design's Technical Association/NEARI (RISDTA) is in alignment with RISD's commitment to excellence in education and its vision to improve teaching, learning, and research by implementing and developing new technologies. The Technical Association members individually and collectively collaborate with deans, departments, faculty and staff, and numerous RISD programs, to support leadership in the uses of technology for education and research.

RISD supports this collaboration and wishes to encourage its continuation. The purpose of this Agreement, therefore, is to promote a harmonious relationship among the parties, to ensure that the parties work constructively together to serve the needs of the RISD community, and to create a framework for a creative and mutual exchange of ideas and constructive dialogue.

Members of RISD's Technical Association are valued by RISD based not simply on technical expertise, but on their respective disciplines and specific backgrounds and/or interdisciplinary knowledge. As members of the RISD community, the Technical Association members are positioned to bridge different cultures to facilitate creative exchange. The College acknowledges RISDTA members for their broad range of expertise and their support for evolving challenges in fulfillment of RISD's educational mission.

## ARTICLE 1 *Recognition*

Rhode Island School of Design, hereinafter RISD, recognizes the Association as the sole collective bargaining agent concerning wages, hours and negotiable working conditions as defined by law, for all full and part-time employees regularly working for RISD including term appointments of a minimum of an academic year in the following position categories: Technical Assistant I, Technical Assistant II, Technical Assistant III, Senior Academic Technologist, Computer Lab Technician, Network Technician, Principal Network Technician, Technical Assistant Equipment, IT Service Specialist, Service Desk Specialist, Senior Service Desk Specialist, Audio Video Technical Assistant, Audio Visual Technical Coordinator/Programmer, Audio Visual Technician, and term appointments of a minimum of an academic year but excluded from Association recognition are all other employees, including by way of illustration, casual and temporary employees, professional employees, managerial employees, administrative employees, faculty members and students of RISD, confidential employees, guards, public safety officers, food service employees, and supervisors as defined by the National Labor Relations Act.

## **ARTICLE 2 *Union Membership***

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

The College will provide the RISDTA a list of all bargaining unit members on a quarterly basis. In addition, the College will provide the names of newly hired employees to the RISDTA.

The RISDTA 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. Whenever the RISDTA shall charge that any employee covered by this Agreement who has become a member of the RISDTA in good standing, has failed to remain a member of the RISDTA in good standing during the term of this Agreement as described above, or that any employee covered by this Agreement has failed to become and remain a member of the RISDTA in good standing during the term of this Agreement may request, in writing the discharge of such employee.

## **ARTICLE 3 *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 1.

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.

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, nine hundred ten (910) hours per year, but less than thirty (30) hours per week.

## **ARTICLE 4 *Non-discrimination***

The College and the RISDTA agree that they will not discriminate against any person because of race, color, religion, sex, age, national origin, disability, veteran status, sexual orientation, gender identity or expression, any other protected characteristic as established by law, or membership in or activity on behalf of the RISDTA or lack thereof.

## **ARTICLE 5 *Orientation and Review Period***

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

## **ARTICLE 6 *Hours of Work, Lunch and Breaks***

### **A. Hours of Work**

1. The defined workweek is Saturday through Friday. Normally, an employee will be scheduled to work Monday through Friday. Normal work hours for a full-time employee are either seven (7) hours per day for a cumulative thirty-five (35) hour weekly employee or eight (8) hours per day for a cumulative forty (40) hour weekly employee, 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.

Hours of work may periodically be modified to address the needs of the College to maintain efficiency of operations; however, RISD will provide bargaining unit members with as much advanced notice as possible, but not less than ten (10) calendar days, prior to effective date for any such changes in shifts, unless exigent circumstances exist. The above does not apply with respect to requests to provide temporary support related to absences of bargaining unit members.

2. Employees who perform other duties for the College for which they are separately paid should ordinarily perform such duties outside their normal working hours. If it is necessary to perform them during normal working hours, the employee must obtain prior permission to do so from their supervisor and/or their designee, and must ensure that the time spent doing such work is reflected on their record of hours worked. Payment for such additional duties shall not be less than the employee's regular rate of pay and, if the time spent performing such additional duties exceeds 40 hours per week, then payment for such additional hours shall not be less than the overtime rate established by state law, and shall be mutually agreed to by the employee.
3. If directed or assigned by his or her supervisor to work a special event or project outside of the 40-hour work week, the bargaining unit member will be paid a

minimum of three hours. This provision will not be applicable in situations where an employee works a flexible schedule and will be read in conjunction and not in conflict with Article 8, Callback.

**B. Lunch Period**

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

**C. Paid Break Period(s)**

One (1) fifteen (15) minute, paid break period shall be granted to each employee for each scheduled and worked four (4) hour period as work permits. Therefore, a full-time regular employee shall be entitled to two (2) fifteen (15) minute paid break periods per eight (8) hour work shift as work permits. With the consent of the College, which shall not be unreasonably denied, one (1) or more paid breaks, as set out herein, may be combined with the unpaid lunch period to permit a longer lunch break period and ensure that the one-half (½) or one (1) hour lunch period is not extended without authorization.

**ARTICLE 7 Overtime**

All work in excess of forty (40) hours within the assigned workweek shall be paid at the rate of time and one-half (1½) the individual employee's straight-time hourly rate. For purposes of computing overtime, the following will be considered time worked when they occur during the work week: holiday, bereavement days, jury duty, military leave, personal days, and vacation days. Sick leave, whether regular sick time or worker's compensation time, and all other leaves used during the work week are not included as hours worked for purposes of overtime calculation. Overtime is not a matter of entitlement under any circumstances; the employee must obtain prior permission to do so from their supervisor. Where special circumstances exist that could create a hazardous environment or cause risk to student safety, the employee may respond without first obtaining approval, however, the employee must inform their supervisor as soon after as possible.

**ARTICLE 8 Callback**

Any employee who, after completing their 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 their regularly scheduled workday is contacted for remote work, both keyboarding or instructional 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.

For the purpose of this article, call backs may be initiated by the supervisor and/or their designee or College administration.

## **ARTICLE 9 *Vacancies***

In the event of a vacancy in a bargaining unit position that the College decides to fill, the College shall post the vacancy for seven (7) days. Members of the bargaining unit who desire to apply to fill the vacancy may apply and shall be considered by the College, provided that the employee applies within the seven (7) day posting period. All postings shall set forth the position, shift, and eligibility requirements, if any, as determined by the College in its judgment. Copies of all such postings shall be provided to the RISDTA. The College shall decide in its 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 10 *Application of Seniority***

### **A. *Layoff***

1. In the event that a layoff becomes necessary due to lack of work, monetary conditions, other documented legitimate circumstances or some combination of the foregoing, employees shall be laid off on the basis of qualifications and the operational needs of the College. All things being equal, seniority shall be the deciding factor.
2. The College shall simultaneously provide the RISDTA and the non- probationary employee(s) affected as much notice as reasonably practical. The RISDTA may request and have scheduled a meeting with Human Resources to discuss possible alternatives; however, the final decision is at the discretion of the College.

3. When an employee is scheduled for layoff due to reduction or reorganization in the workforce, prior to any reorganization permitted pursuant thereto, the non-probationary employee shall be considered for transfer into a vacancy in a bargaining unit-recognized position, if one exists, and, if determined qualified by the College, transferred into said vacancy.

**B. Seniority**

1. Seniority shall mean the length of continuous service with RISD since the employee's most recent date of hire in a bargaining unit position or in a position tangibly similar to the positions identified in the Recognition clause. The parties will periodically review a seniority list for accuracy.
2. Loss of Seniority: Seniority shall be terminated for the following reasons:
  - a. Voluntary resignation/retirement.
  - b. Termination for cause.
  - c. Layoff for a period exceeding eighteen (18) months.
  - d. Failure to return following notice of recall.
  - e. Transfer to a position outside the bargaining unit.
  - f. Termination during an extended probationary period.
  - g. Death.

**ARTICLE 11 *Holidays***

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

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

Independence Day  
Flexible Holiday  
Labor Day  
Indigenous People's Day  
Veteran's 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

In order to allow RISD to close between Christmas and the New Year, some regularly scheduled holidays may be deferred until Christmas week. If at any point during this contract period RISD provides non-bargaining unit employees an additional flexible holiday or bonus day in order to allow for closure during the week between Christmas and New Year's, the same shall be extended for this limited purpose to the members of the bargaining unit.

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

**ARTICLE 12 *Personal Days***

Employees are eligible for two (2) personal days per fiscal year which can be used after the first three (3) months of employment.

Employees receive two personal days per year and in the year of hire, according to the table below. Any balance of two (2) or less unused personal days will automatically be carried over into the new fiscal year with a maximum of four (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 and the 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 13 *Sick Time***

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

**ARTICLE 14 *Vacation Leave***

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.

**Scheduling**

Employees are encouraged to begin discussion of their vacation scheduling with their supervisors

as far in advance as possible, as supervisory approval is needed. In scheduling vacations, every effort will be made to accommodate the desires of the employee in the context of the needs of the workplace.

## **ARTICLE 15 Leaves**

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

### **A. Family and Medical Leave & Parental Leave**

Employees will be entitled to Family and Medical (“FMLA”) and parental leave on the same basis as non-bargaining unit employees of the College. Policies regarding FMLA leave and parental leave, as those policies may be modified by the College from time to time, are listed in the Staff Handbook.

### **B. School Involvement Leave**

Employees who have been employed for at least twelve (12) consecutive months are entitled to up to ten (10) hours of unpaid leave during any twelve (12) month period to attend school conferences or any other school-related activities for a child of whom the employee is the parent, foster parent, or guardian.

The employee must provide reasonable advance notice to his or her immediate supervisor and make a reasonable effort to schedule time away from work so as not to disrupt department operations. Employees may use vacation or personal time to be paid for time away from work.

### **C. Military Leave**

Employees have the right to take unpaid leave for military service under both federal and state law. Employees who take such leave may also elect to continue their health care coverage, at their own expense, for up to twenty-four (24) months during such leave. In many cases, and subject to certain conditions, employees who take such leave will also be entitled to reinstatement in the same or a similar position, with credit for the military time served, upon completion of their service.

Employees will also be granted time off for required military training and will be paid the difference between their military pay and regular pay, if any, for up to fourteen (14) days of such training, plus reasonable travel time, per calendar year. An employee participating in such training is required to submit certification and their military pay voucher to Human Resources in order to receive the pay adjustment.

Employees who intend to take military leave should notify their supervisors and Human Resources as soon as possible.

### **D. Funeral/Bereavement Leave**

In the event of the death of an immediate family member, employees may take up to

three (3) working days off with pay, per occurrence. The definition of immediate family includes spouse, domestic partner, children, parents, siblings, grandparents, grandchildren, and in-laws (grandparents, parents, siblings, and children), as well as step relationships in all the noted categories. Part-time employees who regularly work a minimum of 17.5 hours per week, totaling nine hundred ten (910) hours per year, are allowed paid bereavement leave on a prorated basis. Additional time off may be granted without pay at the discretion of the employee's supervisor. Except in very unusual circumstances, bereavement leave must be utilized within seven (7) days of the date of death.

## **ARTICLE 16 *Unpaid Leave of Absence***

An employee may request an unpaid leave of absence, extending beyond permitted personal days. Such requests must be approved by the employee's supervisor, the director of the department or division, and Human Resources. Each request should be in writing and include the reasons for the request and the intended date of return. Requests will be considered in view of length of employment, circumstances including the employee's job performance, reason for the leave, and effect the absence will have on the department's and RISD's operations. Reasonable advance notice is important so that arrangements can be made to cover the duties of the employee during the leave. An unpaid leave of absence will not be approved for employees who are still in the Orientation and Review period.

Unpaid leaves of absence may be approved for reasonable periods of time, typically not to exceed six months, and are normally limited to no more than one per year. Extensions of unpaid leaves of absence may be granted on a case-by-case basis for extenuating circumstances. Requests for extensions must be in writing and approved through the same process as above.

If a request for an unpaid leave of absence is approved, the following applies:

1. The employee must exhaust all accrued vacation and personal time before beginning the unpaid leave period.
2. During an unpaid absence, vacation and sick time do not accrue. The employee is not eligible for holiday pay for those holidays that fall during the unpaid leave.
3. If an employee wants to maintain benefits, they will be responsible for paying the monthly rate premium for health, dental, and long-term disability, if applicable.
4. RISD cannot guarantee the employee's job will remain open. And may, in the normal course of business, decide to eliminate or fill the employee's position. RISD will not fill the position of an employee on leave of absence unless it has first made reasonable effort to notify the employee of its intent to fill the position and given the employee two weeks to return to work. If RISD fills or eliminates the individual's position, RISD will make reasonable efforts to place the individual in a comparable position for which the employee is qualified upon the expiration of

the leave, if one is available. If the position or a similar position is not available, RISD will assist the employee in an unpaid, internal search for a suitable position for 30 days from the date the unpaid leave was to officially end. If the employee has not been placed by the end of this period, they will be terminated.

5. If an employee engages in other employment during the unpaid leave without the consent of RISD, they may be subject to termination.
6. If an employee fails to report for work at the beginning of the first regular day of employment after the unpaid leave, without the agreement of their supervisor, the individual may be subject to termination.

### **ARTICLE 17 *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. If any provision in the Staff Handbook, as the Handbook may be modified from time to time, is in conflict with any provision of this Agreement, the provision of the Agreement shall prevail.

The College agrees that, although its discipline policy for non-Union employees is not incorporated with this agreement either directly or by reference, such does not mean that the College is abandoning the general concept of progressive discipline, where under a just cause standard, such would be appropriate.

### **ARTICLE 18 *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 their rights under NLRB v. Weingarten, Inc., 420 U.S. 251 (1975) and its progeny to have a RISDTA Steward or RISDTA 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 maybe postponed for not more than a day if a RISDTA steward or RISDTA Representative is not readily available.

### **ARTICLE 19 *Tuition Remission***

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

## **ARTICLE 20 *Professional Development***

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

RISD and the members of RISDTA recognize the importance of employee development. To that end, bargaining unit members may, with prior permission from their supervisors, from time to time use work time to attend workshops or other job-related training. Such time shall be paid time. This provision shall not apply to paid professional work or non-job-related education; although the bargaining unit member may arrange with their supervisor for time off to perform such paid work or take non-job-related training. They will not be paid by RISD during this absence. However, employees may take personal leave or vacation time for these purposes with the approval of their supervisors and if their absence will not adversely affect the work of the department or division.

In addition, RISD will provide a total of twenty thousand dollars (\$20,000.00) per year over the life of the current contract for bargaining unit employees to be used for books, materials, training, supplies and/or professional dues that will assist them in the attainment or development of skills that are relevant to their professional and/or artistic practice. The allocation of those dollars to bargaining unit members shall be the responsibility of the RISDTA. In order to access funds, receipts or requests for payment shall be submitted by the RISDTA to the College's Academic Affairs Division.

## **ARTICLE 21 *Continuing Education***

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

## **ARTICLE 22 *Life Insurance & Accidental Death & Dismemberment Coverage***

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

## **ARTICLE 23 *Health Insurance***

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

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

## **ARTICLE 24 *Dental Insurance***

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

## **ARTICLE 25 *Retirement Plan***

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

## **ARTICLE 26 *Group Supplemental Retirement Annuity***

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



## **ARTICLE 27 *Changes in Plans***

Before making any material changes in the Health Plan, Dental Plan, Retirement Plan or the Group Supplemental Retirement Annuity, RISD will provide a minimum of 60 days notice of any material change and offer to meet and discuss the change.

## **ARTICLE 28 *Wages***

1. Effective July 1, 2023, all employees in the bargaining unit shall receive an increase in their hourly rates of 2.0%
2. Effective July 1, 2024, all employees in the bargaining unit shall receive an increase in their hourly rates of 2.0%
3. Effective July 1, 2025, all employees in the bargaining unit shall receive an increase in their hourly rates of 2%

## **ARTICLE 29 *Health and Safety***

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

The RISDTA shall appoint two members to any safety committee that RISD may establish. Both members shall have the authority to act on behalf of bargaining unit members and their concerns, and shall receive no reprisals for participation in said committee.

## **ARTICLE 30 *Maintenance and Storage of Equipment, Materials and Data***

Properly maintained equipment and properly stored equipment, materials and data utilized in the performance of work at RISD is essential to the safety, productivity and security of RISD operations. RISD will make space available for use and storage of equipment, materials and data. Employees will follow direction given by RISD's Environmental Health and Safety management for proper use, maintenance and storage of all equipment and materials utilized in the performance of their job(s). Employees will follow the policies and procedures of the Office of Information Technology for the security, storage, removal, and archiving of data.

## **ARTICLE 31 *Work Product Ownership and Use of Intellectual Property Rights***

RISDTA bargaining unit members agree to comply with RISD's Policy on Ownership and Use of

Intellectual Property Rights, as that policy may be modified by the College from time to time.

### **ARTICLE 32 *Inclement Weather/Short Closing and Pay Policy***

Because RISD is a residential college, its activities necessarily continue despite any inclement weather, and it therefore will close only in the most severe circumstances. In those circumstances, RISD may close for an entire workday, delay opening, or close early due to inclement weather.

We recognize that there is a wide variation in where individuals live and work, in the nature of a particular job, and in the requirement to be at work at any particular time. Employees and RISD share, however, an interest and a concern for both getting the work done and protecting the well-being of those performing the work. In this spirit, it is anticipated that employees will make every effort, consistent with their own safety, to be at work when needed.

#### **A. Use of Vacation or Personal Time During Inclement Weather**

When RISD remains open during inclement weather, employees who choose not to come to work because of travel conditions or family needs or who decide to leave work before the end of their scheduled workday may charge their time off to unused vacation or personal time, if available. Employees, other than those who work in a position/department designated essential (see below), may request a variation from their regular schedule due to severe weather conditions. An employee requesting a change in schedule should notify their supervisor of the requested change in schedule as soon as possible. Supervisors who receive such requests should attempt to work out reasonable accommodations consistent with overall staffing and institutional needs. Supervisors should provide a reasonable grace period without requiring the use of personal or vacation time for employees who are delayed from arriving at work due to severe weather conditions.

#### **B. Inclement Weather Closing**

When RISD closes due to inclement weather, non-essential employees will be paid for the hours they were scheduled to be at work. However, when an employee calls in sick or has planned a vacation day on a day when the institution is subsequently closed for inclement weather, time off will be charged as previously scheduled, i.e., as sick time or vacation time. Non-essential employees who report to work or stay at work despite the closing or delay announcement, will receive their regular pay without additional compensation for the day or hours worked.

#### **C. Essential Operations**

1. Due to the nature of the College's and Museum's activities and the complexity of its operations, there are certain essential services that must be provided regardless of weather conditions. Essential services include those provided by Facilities, Public Safety, Dining Services and on-call Residence Life staff. Because these departments are expected to remain operational, employees within these departments are expected to report to work even when RISD is closed. Depending

on the circumstances, other personnel may also be required to report to work.

2. Managers have the responsibility to identify work roles deemed essential and to inform affected individuals in advance of their obligation. Essential employees who are released from work during an inclement weather event will receive their normal pay as outlined above.
3. Essential personnel who are non-exempt (hourly) will receive time-and-one half for all hours worked on days or during the hours that the College is closed for inclement weather. Employees in exempt positions are paid their regular wages when required to work during administrative closings or delays.

**D. Notification of Closing**

Prior to the beginning of the workday RISDTA members will be notified of the decision to close or delay opening via established RISD campus wide emergency communications.

**E. Early Closing**

When weather conditions warrant the early closing of offices and canceling of classes during the day, the official closing time will be announced by the Human Resources Department through broadcast e-mail and voicemail messages, as well as posted on the intranet site.

## **ARTICLE 33 *Court Required Service***

### **Jury Duty**

Jury Duty is an important civic duty respected by the College. An employee called to service on a jury shall be released from duty to the College, without loss of regular pay, for that period of time actually required to serve. If and when excused from jury duty with more than one (1) hour remaining in an employee's workday, driving time to the College inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and time(s) shall be provided to the College upon request.

### **Witness/Party in College-Sanctioned Proceeding(s)**

Employees scheduled to appear as either a witness or a party before a judicial, administrative or legislative tribunal of competent jurisdiction, when such appearance is part of the College-sanctioned job function, shall be released from regular reporting to work without loss of regular pay, for that period of time actually required to serve. If and when excused from the College-sanctioned proceeding with more than one (1) hour remaining in an employee's regular workday, driving time to the College inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and time(s) shall be provided to the College upon request. Where an employee is directed or requested by the College to participate in a proceeding, as outlined above, and only in that instance, that employee will be reimbursed for their additional travel beyond that required to and from work. Reimbursement will be in accordance with College policy and procedure for

business-related travel.

### **Subpoenaed Service**

Employees required, by properly authorized subpoena, to appear before a judicial or administrative tribunal of competent jurisdiction as a non-party witness in which they have no pecuniary or proprietary interest shall be released with pay from duty to the College for that period of time actually required to appear and remain. Released employees called as non-hostile witnesses in a civil or administrative action must make application to the Department of Human Resources for consideration as to whether to allow paid release. Properly released, subpoenaed appearance is otherwise considered as unpaid release by operation of this policy. If and when excused from subpoenaed duty with more than one (1) hour remaining in an employee's regular workday, driving time to the College inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and time(s) shall be provided to the College upon request.

## **ARTICLE 34 *Grievance and Arbitration***

- A. A grievance is any complaint by an employee, the RISDTA or the College that there has been a violation, misinterpretation, or misapplication of this Agreement.
- B. The following procedure shall apply for the presentation and disposition of all grievances.

**Step 1.** The employee shall first discuss any alleged grievance informally with their supervisor. The supervisor will attempt to resolve the grievance at this level.

**Step 2.** If the issue is not resolved during informal discussion with the supervisor, it may be presented to the Vice-President for Human Resources as a formal grievance, in writing, within the time prescribed by Section D hereof. The Vice-President for Human Resources shall meet with the grievant within ten (10) calendar days and render a written decision within ten (10) calendar days of the meeting.

**Step 3.** If the aggrieved person is not satisfied with the disposition of the grievance at Step 2, or if no decision is rendered within ten (10) calendar days from the meeting with the Vice-President for Human Resources, they may appeal the decision of the Vice-President for Human Resources, or his or her lack of action, directly to arbitration.

Notice of intention to request submission to arbitration must be in writing and sent by certified mail, return receipt requested, to the Vice-President for Human Resources no later than either fifteen (15) calendar days following the decision of the Vice-President for Human Resources, or fifteen (15) calendar days following the expiration of ten (10) calendar days from the meeting with the Vice-President for Human Resources if no decision has been rendered. Arbitration shall be pursuant to the Labor Arbitration Rules then in effect of the American Arbitration Association.

- C. If a grievance affects a group or class of employees, the RISDTA may submit such

grievance in writing to the Vice-President for Human Resources within the time prescribed by Section D hereof.

- D. A grievance must be presented to the Vice-President for Human Resources as a formal grievance in writing within ten (10) calendar days of the occurrence of the cause for complaint or if neither the aggrieved employee nor the RISDTA had knowledge of said occurrence at the time of its happening, then within ten (10) calendar days of the first such knowledge by either the aggrieved employee or the RISDTA. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement shall be conclusively waived by reason of failure to process within the time limits provided. If a grievance decision is not received within the prescribed time limits, it may then be appealed to the next level.
- E. Time limits in this Article may be extended by mutual agreement in writing.
- F. Reasonable requests for factual data relevant to the grievance will be honored by all parties to this Agreement.
- G. The decision of the Arbitrator shall be final and binding. However, the Arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.
- H. The RISDTA may assist an employee at any level of the grievance procedure.
- I. An employee who intends to initiate a formal individual grievance in writing with the Vice-President for Human Resources must notify the RISDTA of their intent and inform the RISDTA as to the disposition of a grievance. The RISDTA shall have the right to be present and to be heard at the meeting with the Vice-President for Human Resources and arbitration hearing subsequent to the filing of a formal individual grievance in writing.

### **ARTICLE 35 *Management Rights***

All rights, functions and prerogatives of the College formerly exercised or exercisable by the College are retained by, and remain vested exclusively in, the College, except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. No such right, function or prerogative shall be deemed waived or modified unless the waiver or modification is in writing and signed by the College and the RISDTA. Without limiting the generality of the foregoing, such rights, functions and prerogatives include the right to manage the College and direct its workforce, the right to determine what and where the duties of employees will be performed and by whom they are supervised, the right to require standards of performance and to evaluate and determine employee competence, the right to maintain order and discipline, the right to promote efficiency, the determination of operational and other policies, the determination of methods and procedures, the assignment of work, the right to hire, transfer, promote or demote, layoff and recall employees, the right to suspend, discharge or otherwise discipline employees, the right to determine the number of employees employed, the

right to subcontract work provided that such subcontracting does not result in the layoff of any bargaining unit employee, the right to require reasonable overtime work, and the right to promulgate and enforce rules and regulations to assure orderly and effective work.

### **ARTICLE 36 *Legal Defense***

RISD will indemnify employees to the extent permitted by RISD's by-laws.

### **ARTICLE 37 *No Strikes – No Lockouts***

- A. The RISDTA agrees that there will be no strikes (whether general, sympathetic or otherwise), walkouts, stoppages of work, withholding of services, sitdowns or slowdowns, picketing or any other interference with the College's operations during the life of the Agreement.
  
- B. Should any employee or group of employees covered by this Agreement engage in any strike (whether general, sympathetic or otherwise), walkout, stoppage of work, withholding of services, sitdown or slowdown, picketing or any other interference with the College's operations, the RISDTA shall disavow any such activity and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the College's request, the RISDTA shall use every reasonable means to induce such employee or group of employees to terminate such activity and return to work.

In consideration of this no-strike pledge, the College agrees not to lockout any employee covered by this Agreement for the life of the Agreement.

### **ARTICLE 38 *Dues Deduction***

RISD agrees to deduct on a bi-weekly basis a pro rata share of the periodic dues and initiation fees uniformly required as a condition of membership of the RISDTA 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 RISDTA and shall be made in accordance with said terms of authorization.

### **ARTICLE 39 *Precedence of Laws and Regulations***

It is understood and agreed that this Agreement is subject to 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. In addition, if any such laws, regulations, rulings or orders are modified in a manner that appears to require modification of any provision of this Agreement, at the request of either party, the parties shall

meet and discuss whether to modify the Agreement. No new provisions shall be added, and no provisions shall be modified, except by mutual agreement by the parties.

#### **ARTICLE 40 *Savings Clause***

Should any part of this agreement be rendered or declared invalid by a court of competent jurisdiction in the state of Rhode Island or elsewhere, such invalidation of such part of portion of this Agreement should not invalidate the remaining portions thereof and they shall remain in full force and effect.

#### **ARTICLE 41 *Joint Labor Management Committee***

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

#### **ARTICLE 42 *Job Description Review***

Bargaining unit members who believe they are performing duties consistently and regularly assigned to another recognized bargaining unit position title, or who feel that they are currently performing job duties that are not reflected within their job description, and when these duties are significant, permanent changes, may request a review. Bargaining unit members wishing to engage in a review process will first request to meet with their immediate supervisor for purposes of submitting and discussing a completed Job Review Questionnaire, attached to this Agreement as Exhibit "C."

Once submitted, reviewed, and discussed between the bargaining unit member and their immediate supervisor, relevant portions of the Questionnaire will be completed by the immediate supervisor and subsequently submitted to the appropriate Dean or Cabinet member, who may or may not concur with the recommendation of the immediate supervisor. Once the Questionnaire is completed by the Dean or Cabinet member, the Questionnaire will be submitted to Human Resources for final review.

In the case of a review for purposes of determining whether a bargaining unit member is consistently and regularly performing the duties of another recognized bargaining unit position title, and if following the process above RISD in its sole discretion concludes that this is the case, the bargaining unit member will have their position title appropriately modified to accurately reflect the position title for the duties performed. Any increase in pay as a result will be controlled by relevant Articles of this Agreement, specifically, but not limited to, Appendix B; however, there shall be no guaranty that the change in job title will result in, or necessitate, an adjustment to a bargaining unit members rate of pay.

If it is determined by RISD in its sole discretion that the process above suggests changes should be made to a bargaining unit members job description to incorporate duties performed that are not reflected in the bargaining unit members job description, RISD will modify the description

accordingly and, once finalized, will meet with the employee to review such modifications. The description as presented at this time should be considered final, and no revisions will be made unless there was gross oversight of a significant duty or responsibility that is brought to RISD's attention, and RISD determines the same constitutes gross oversight.

The final description will then be submitted once again to Human Resources for a job evaluation in order to determine whether, in light of the modifications to the description, an adjustment to base rates is appropriate; however, there shall be no guaranty that modification of a bargaining unit members job description will result in, or necessitate, an adjustment to a bargaining unit members rate of pay.

It is generally understood between the PARTIES that the review process should be completed within a reasonable timeframe of ninety (90) days from the submission and discussion of the job review questionnaire between a bargaining unit member and their immediate supervisor. The PARTIES do, however, recognize that certain factors may contribute to delays in the process, and for that reason, it is understood, provided that no unnecessary delay was caused or created by circumstances related to the employee (leave of absence, lack of communication, etc.), should the process extend beyond 90 days, any adjustments to rate of pay following the review process will be retroactive to that date on which the Questionnaire was submitted by the bargaining unit member to their immediate supervisor.

Except as to the extent expressly limited or abridged within the terms of this Article, RISD maintains all Management Rights.

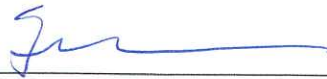
#### **ARTICLE 43 *Duration***

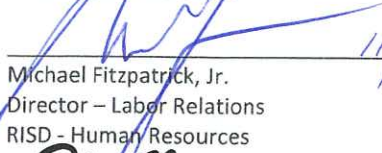
This Agreement shall remain in full force and effect and be binding on the parties for the period beginning July 1, 2023, through June 30, 2026.

In witness hereof, Rhode Island School of Design and Rhode Island School of Design Technical Association have caused this Agreement to be executed by their duly authorized representatives.

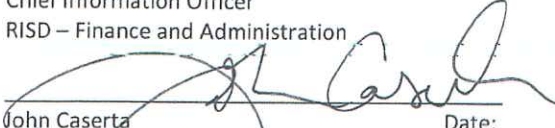



RHODE ISLAND SCHOOL OF DESIGN

 11-15-23  
Elizabeth Rainone  
Interim Vice President  
RISD Human Resources  
Date:


 11/15/2023  
Michael Fitzpatrick, Jr.  
Director – Labor Relations  
RISD - Human Resources  
Date:

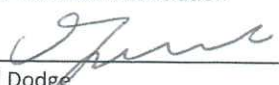
 11/14/23  
Rick Mickool  
Chief Information Officer  
RISD – Finance and Administration  
Date:

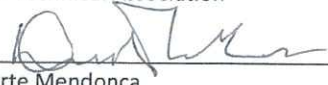
 Date:  
John Caserta  
Dean  
RISD – Division of Architecture & Design  
Date:

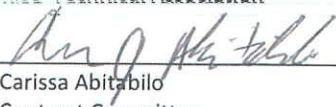
 10/7/23  
Monique Hauser  
Service Desk Manager  
RISD – Information Technology  
Date:

RHODE ISLAND SCHOOL OF DESIGN  
TECHNICAL ASSOCIATION

 10/19/23  
Dylan Costa  
President  
RISD Technical Association  
Date:

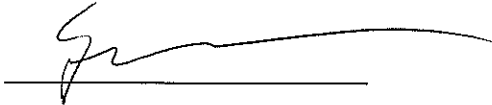
 10/19/23  
Gail Dodge  
Contract Committee  
RISD Technical Association  
Date:

 10/20/23  
Duarte Mendonca  
Contract Committee  
RISD Technical Association  
Date:

 10/20/23  
Carissa Abitabile  
Contract Committee  
RISD Technical Association  
Date:

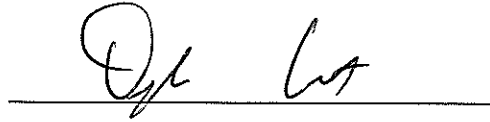
**Memorandum of Understanding:**

RISD contributes 8% of an eligible employee's eligible gross earnings up to the annual FICA limit. The College has no plan to reduce the pension benefits for the Technicians at RISD. If this changes, the parties will honor the meet and confer provisions in Article 27 of the collective bargaining agreement between RISD and the Technical Association. In the unlikely event the Technical Association pension benefit is reduced, it will not be reduced in any amount greater than nonunion employees.



Elizabeth Rainone – Interim VP (HR)  
Rhode Island School of Design

Date:



Dylan Costa, President  
RISD Technical Association

Date: 10/19/23

**APPENDIX A**

**VOLUNTARY CHECKOFF AUTHORIZATION AND ASSIGNMENT**

I, (print name) \_\_\_\_\_ hereby voluntarily authorize the College to deduct from my wages each and every pay period an amount equal to the uniform periodic dues, initiation fees and assessments of the Rhode Island School of Design Technician 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 RISDTA 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 \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

## Appendix B

Effective July 1, 2023, the minimum rates for bargaining unit positions shall be as follows:

<u>TITLE</u>	<u>MINIMUM START RATE</u>
Technical Assistant I	\$20.00
Technical Assistant II	\$28.82
Technical Assistant III	\$32.10
Senior Academic Technologist	\$36.00
Technical Assistant – Equipment	\$21.50
Audio Video Technical Assistant	\$25.65
Computer Lab Technician	\$28.39
Service Desk Specialist	\$28.92
Senior Service Desk Specialist	\$30.20
Network Technician	\$24.00
Principal Network Technician	\$30.22
Audio/Visual Technical Coordinator/Programmer	\$31.05
IT Service Specialist	\$31.74

**APPENDIX C**

**JOB REVIEW QUESTIONNAIRE**

**EMPLOYEE:**

Name: \_\_\_\_\_  
Current Job Title: \_\_\_\_\_  
Time in current position: \_\_\_\_\_  
Current Degree/Level of Ed.: \_\_\_\_\_  
Immediate Supervisor: \_\_\_\_\_

Submitted based on the following (check one):

\_\_\_\_\_ I believe that I am performing duties that are not included in my current job description and seek to have them added.

Please describe the duties you are currently performing that you believe are outside of your current job description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I believe that I am performing duties that are essential functions of another recognized bargaining unit position.

If so, what position title do you believe is more appropriate for the duties you are currently performing:

\_\_\_\_\_

Please describe the specific duties you are performing that fall under the essential duties of the above referenced position title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Questionnaire submitted to Immediate Supervisor via email (date): \_\_\_\_\_

**IMMEDIATE SUPERVISOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Division/Department: \_\_\_\_\_  
Date Questionnaire Received: \_\_\_\_\_

\_\_\_\_\_ Employee is performing duties as stated and in excess of 5% of their total work week.

Comments (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Employee is not performing duties as stated or is performing said duties on a limited (less than 5% of total work week) basis.

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Questionnaire submitted to Dean or Cabinet Member via email(date): \_\_\_\_\_

**Cc.: Employee  
Human Resources**

**DEAN OR CABINET MEMBER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Division/Department: \_\_\_\_\_  
Date Questionnaire Received: \_\_\_\_\_

\_\_\_\_\_ I concur with evaluation of supervisor's review.

Comments (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I do not concur with evaluation of supervisor's review.

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Questionnaire submitted to HR Business Partner via email (date): \_\_\_\_\_

**Cc.: Employee  
Human Resources**