

AGREEMENT

BETWEEN

RHODE ISLAND SCHOOL OF DESIGN

AND

RHODE ISLAND SCHOOL OF DESIGN
MUSEUM GUARDS' ASSOCIATION

JULY 1, 2014 – JUNE 30, 2017

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PREAMBLE

Agreement made and entered into this ____ day of _____, 2015, by and between RHODE ISLAND SCHOOL OF DESIGN (hereinafter referred to as “RISD”) and the RHODE ISLAND SCHOOL OF DESIGN MUSEUM GUARDS’ ASSOCIATION

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 May 9, 2005 in NLRB Case No. 1-RC-21899, recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time museum guards employed at RISD’s Museum at 224 Benefit Street, Providence, RI, or any subsequent extension of the Museum resulting from construction of the Chace Center, including Lead Guards, Museum Security Officers, Central Control Dispatchers and Museum Night Watch Guards, but excluding the Museum Director; the Museum Assistant Director; Manager Museum Security, Safety and Facilities Operations; the Assistant Manager, Museum Security and Safety; the Museum Business and Finance Manager; all managerial employees; all confidential employees; the Coordinator for Visitor Services, all other employees; temporary employees; casual employees; and supervisors as defined in 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-two (32) 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-two (32) hours per week or 1664 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 not exceeding six (6) months. 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 “academic year” as used in this Agreement refers to a period of nine consecutive months beginning on or after September 1, and ending on or before the second Saturday in June, as determined by RISD.

2.9. The term “base rate of pay” as used in this Agreement refers to the applicable hourly wage contained in Appendix A.

2.10. “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. Any employee who is a member of the Union on the effective date of this Agreement shall, as a condition of employment, remain a member of the Union in good standing for the term of this Agreement. Any employee who is not a member of the Union on the effective date of this Agreement shall, as a condition of employment, become a member of the Union not later than the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, and thereafter remain a member in good standing for the term of this Agreement. Any employee hired after the effective date of this Agreement shall, as a condition of his/her employment, become a member of the Union not later than the thirtieth (30th) day following the beginning of his/her employment and thereafter remain a member of the Union in good standing.

If the Union notifies RISD in writing that an employee has failed to pay uniformly-required dues and furnished to RISD copies of correspondence to the employee evidencing its efforts to collect outstanding dues, RISD will notify the employee in writing that he/she must pay such dues as a condition of continued employment and will ask the employee to respond in writing within seven (7) days to the Union’s claim. If the employee does not dispute the Union’s assertion, RISD will notify the employee that failure to resolve the issue within seven (7) days will result in the employee’s discharge. RISD will also inform the employee that he/she must notify RISD if the issue is resolved. The Union will notify RISD in writing at the end of the seven (7)-day period whether or not the matter has been resolved. Absent notification from either the Union or the employee that the matter has been resolved, RISD will terminate the employee’s employment.

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 B. 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 no later than the twentieth (20th) day of 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. Bulletin Board. RISD will provide space, in the employee break room, for a bulletin board to be furnished by RISD, for the posting of notices of Union meetings and related materials. The use of such board shall be restricted to the posting of notices regarding business affairs, meetings and social events of the Union.

4.2. 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 the Museum 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.

4.3. Union Stewards. The Union shall have the right to appoint three (3) of its members to the position of Union Steward. The Union shall supply RISD with the names of the Stewards so designated and notify RISD of any changes.

4.4. Grievance Representation. RISD will deal exclusively with the designated Union Stewards or Union representatives as representing the Union in the processing of grievances or any other aspect of contract administration.

4.5. Leave for Union Business

4.5.1. 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.

4.5.2. Subject to operating needs as determined by the Department, RISD will grant reasonable time off without pay for one (1) Union Steward or another employee representing the Union to attend a labor convention or for other official Union business.

4.6. Information Regarding New Hires. RISD will provide the names, addresses and telephone numbers of newly hired employees on a monthly basis 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 either 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. Seniority. Seniority shall mean the length of continuous service for RISD since the employee's most recent date of hire.

6.2. Seniority List. A seniority list shall be prepared on an annual basis and a copy provided to the Union president. In addition, a seniority list may be generated and provided to the Union president when there is a reasonable request.

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

- (a) quits, resigns or retires;
- (b) is discharged or terminated for just cause by RISD;
- (c) is absent from work for three (3) consecutive work days without speaking with his/her supervisor before the expiration of said three (3) consecutive work days, unless excused by RISD for circumstances beyond the employee's control;
- (d) fails, for any reason, to report for work within ten (10) days of the date that written notice of recall is mailed by certified mail to the last known address of the recalled employee; or to report for work at the expiration of a leave of absence granted by RISD, except as provided in Article 12.3;
- (e) is employed elsewhere during an unauthorized absence from work or during an approved leave of absence, unless such employment has been approved in writing by the Director of the Museum, in his/her reasonable judgment;
- (f) except as provided in Section 12.3, has less than a year of service and fails to do any work for RISD during a period of six (6) months, or has a year or more of service and fails to do any work for RISD during a period of twelve (12) months, unless on an

approved leave of absence.

6.4. Bridging of Seniority. Any employee whose employment terminates in good standing through resignation or layoff and who returns to active employment with RISD within one (1) year of such termination shall have his/her seniority status and all benefits which he/she had accrued as of the date of termination restored to him/her. An employee whose employment terminated prior to the completion of his/her probationary period and who returns to active employment with RISD as set forth within this section shall be required to complete a new probationary period before the restoration of benefits takes place.

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

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

6.6. 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.

6.7. Layoff. In the event that RISD decides to lay off employees in a job classification, probationary employees in such job classification shall be first to be laid off, without regard to their individual lengths of employment, provided that the remaining employees are willing and able to work the scheduled shifts and hours of the remaining positions. If there are no probationary employees in the job classification or if all the probationary employees in the job classification have already been laid off or selected for layoff, and if RISD decides to lay off additional employees in the job classification, then in selecting employees within the job classification for layoff, seniority shall govern, provided that the remaining employees are willing and able to work the scheduled shifts and hours of the remaining positions. No employee will be laid off without receiving either two (2) weeks' notice or pay in lieu thereof.

6.8. Recall. Employees who have successfully completed their probationary period 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 RISD elects to fill a vacancy within a given job classification and there are employees with recall rights who were laid off from that job classification, the vacancy will be filled by the most senior such 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 a recall notification by RISD 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.

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

6.10. Assistant Lead Guard Assignments. Barring unforeseen circumstances, the work of Assistant Lead Guard duty shall be distributed, when performed by bargaining unit employees, among employees determined by RISD to be qualified, on an equitable basis.

ARTICLE VII

PROCEDURE FOR OVERTIME AND FILLING OPEN SHIFTS

7.1. Overtime Work. Employees may be required to work overtime and/or additional hours, when and as determined by RISD in its sole judgment.

7.2. Rate of Pay Employees shall be paid one and one-half (1½) 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 paid, 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 the Museum or his/her designee. Employees shall be paid for time up to two and one-half (2½) hours between the conclusion of the employee's regular work shift and the beginning of the overtime assignment. An employee who is called in on an involuntary basis will be paid for a minimum of four (4) hours, regardless of the time actually worked. An employee who is held over or assigned to fill an open shift on an involuntary basis will be paid for a minimum of four (4) hours, regardless of the time actually worked; provided, however, that the four (4) hour minimum shall not apply and the employee shall be paid for actual time worked if, within twenty (20) minutes of the start of the shift, the employee is relieved of duty. For special events (other than Gallery Nights) that are not special details as defined in Section 8.1(a), and that are held outside of the Museum's regular hours of operation, employees shall be paid for a minimum of four (4) hours in addition to any waiting time paid.

7.3. No Pyramiding or Duplication. There shall be no pyramiding or duplication of any premium pay or overtime. When work falls into two (2) or more pay classifications (whether required by law or the terms of this Agreement), only the highest overtime or premium rate shall be paid.

7.4. Procedure for Filling Open Shifts on a Voluntary Basis.

- (a) Scope of section. Additional work opportunities that are not connected to closed events that are held outside of the Museum’s regular hours of operation for which a non-RISD sponsor is billed will be offered as provided in this section. Gallery Nights are part of the Museum’s regular schedule and are not subject to this section. Special details also are not subject to this section, but rather are governed by Article VIII.
- (b) Use of on-call employees. RISD may assign additional work opportunities, including special details, to on-call employees before assigning the work to other employees.
- (c) Additional work opportunities.
 - (i) Voluntary Overtime Distribution List. For purposes of this section, there shall be two “voluntary overtime lists”, one for Museum Guards and one for Central Control Dispatchers/Night Watch, maintained by RISD.” Employees who wish to work voluntary overtime shall sign up for the Voluntary Overtime Distribution List. Initially, the employees who sign up for such list shall be ranked in order of seniority. Thereafter, the order of names on the list shall rotate as described below.
 - (ii) Posting Period. An additional work opportunity that is known at least ten (10) calendar days in advance will be posted for seven (7) calendar days. During the posting period, employees may express an interest in the work opportunity by signing the appropriate sign-up sheet. An employee may not sign up for an opportunity which is scheduled

during his/her regularly-scheduled shift.

- (iii) Normal Assignment Procedure. After the posting period, the additional work opportunity may be assigned to an on-call employee. If the opportunity is not assigned to an on-call employee, it will be assigned to the employee who signed up for the opportunity and is closest to the top of the Voluntary Overtime Distribution List and for whom the assignment will not result in the employee exceeding 40.75 total hours for the week (in the event that RISD reduces the lunch break to 30 minutes and thereby lengthens the work day by 15 minutes, such limit shall be 42 hours per week). If an open shift is not filled by an employee from within the classification, the Museum shall assign the open shift to the qualified employee in another classification who signed up for the shift during the posting period. When an employee is assigned to work an additional work opportunity on a voluntary basis, the employee's name shall be placed at the bottom of the Voluntary Overtime Distribution List regardless of whether the employee actually works the additional work opportunity (unless the additional work opportunity is cancelled).

- (iv) Additional Work Opportunities That Are Known Fewer Than Ten (10) Calendar Days In Advance. Additional work opportunities that are known fewer than ten (10) calendar days in advance may be assigned to an on-call employee. If the work opportunity is not assigned to an on-call employee, RISD will contact employees in the order that their names appear on the Voluntary Overtime Distribution List (except for those for whom the assignment would result in the employee exceeding 40.75 total hours for the week (in the event that RISD reduces the lunch break to 30 minutes and thereby lengthens the work day by 15 minutes, such limit shall be 42 hours per week)) and shall assign the work opportunity to the employee on that list who first agrees to work the work opportunity. If an open shift is not filled by an employee from within the classification, the Museum shall assign the open shift to the qualified employee in another classification who signed up for the shift during the posting period. RISD shall not be required to attempt to fill an additional work opportunity on a voluntary basis if it becomes open less than twenty-four (24) hours before the work opportunity is schedule to begin.
 - (d) In the event that it is determined that an employee was improperly denied an additional work opportunity, the employee's name shall

be moved to the top of the appropriate Voluntary Overtime Distribution List. This placement shall be the sole remedy for the improper denial.

7.5. Procedure for Filling Open Shifts on a Non-Voluntary Basis. For purposes of this section, there shall be two “non-voluntary overtime lists”, one for Museum Guards and one for Central Control Dispatcher/Night Watch (including night shifts). In the event that RISD is unable to fill an additional work opportunity on a voluntary basis in accordance with Section 7.4, RISD may require employees to work additional hours on a non-voluntary basis. Employees required to work will be selected from a Non-Voluntary Overtime List maintained by the Department which lists all full-time and part-time employees. The employees on the Non-Voluntary Overtime List shall be ranked in inverse order of seniority. When it is necessary to assign additional hours on an involuntary basis, the qualified employee(s) whose name(s) appears at the top of the Non-Voluntary Overtime List shall be held over or assigned as necessary to fill the open opportunity. The employee’(s) name(s) shall then be placed at the bottom of the Non-Voluntary Overtime List. The person on the top of the Non-Voluntary Overtime List will be passed over if he/she has a scheduled vacation day or a leave day on the day the shift must be worked, but will remain at the top of the list.

7.6. Cancellation of Overtime. RISD reserves the right to cancel any scheduled overtime. In such event, an employee who was assigned the overtime from the appropriate Voluntary Overtime Distribution List shall have his name restored to the same place on the appropriate Voluntary Overtime Distribution List that it occupied before the assignment, while the name of an employee who was assigned the overtime from the Non-Voluntary Overtime List shall remain at the bottom of the Non-Voluntary Overtime List.

7.7. Fire Watch. Employees shall be paid at the rate of one and one half (1 ½) times their regular rate of pay for time actually worked when assigned fire watch duty. Procedures for filling fire watch duty shall be governed by Article VII.

ARTICLE VIII
SPECIAL DETAILS

8.1. Scope of Article.

- (a) The following provisions shall be applicable to special details, which are assignments in connection with closed events held outside of the Museum's regular hours of operation for which a non-RISD sponsor is billed. Gallery Nights are part of the Museum's regular schedule and therefore are not special details.
- (b) Employees may be required to work special details, when and as determined by RISD in its sole judgment.

8.2. Pay Rate for Special Details. Employees shall be paid one and one-half (1½) times their regular rate of pay for hours worked on special details. Employees shall be paid for time up to two and one-half (2 ½) hours between the conclusion of the employee's regular work shift and the beginning of the special detail. An employee who is held over or assigned to fill a special detail, whether on a voluntary or involuntary basis, shall be paid for a minimum of four (4) hours, regardless of the time actually worked; provided, however, that if more than one employee signs up on a voluntary basis and is approved by the supervisor to "split" one posted special detail, each employee will be paid only for time actually worked.

8.3. Procedure for Filling Special Details on a Voluntary Basis.

- (a) Special detail opportunities that are known at least ten (10) calendar days in advance will be posted and assigned in accordance with Section 7.4(c).
- b) Special detail opportunities that are known fewer than ten (10) calendar days in advance will be assigned in accordance with Section 7.4(c).

In the event that it is determined that an employee was improperly denied a Special Detail opportunity, the employee's name shall be moved to the top of the Voluntary Overtime Distribution List. This placement shall be the sole remedy for the improper denial.

8.4. Procedure for Filling Special Details on a Non-Voluntary Basis. In the event that an insufficient number of employees volunteer to work a Special Detail opportunity, RISD may require employees to work a Special Detail on a non-voluntary basis. Employees required to work will be selected from the Non-Voluntary Overtime Lists maintained by RISD, in accordance with Section 7.5.

8.5. Cancellation of Special Details. RISD reserves the right to cancel any scheduled Special Detail. In such event, an employee who was assigned the detail from the applicable Voluntary Overtime Distribution List shall have his/her name restored to the same place on the list that it occupied before the assignment, while the name of an employee who was assigned a Special Detail from the Non-Voluntary Overtime List shall remain at the bottom of the Non-Voluntary Overtime List.

ARTICLE IX HOURS OF WORK

9.1. Normal Work Week. The normal work week for regular full-time employees shall be thirty-two (32) to forty (40) hours per week as scheduled by RISD.

9.2. Rest and Meal Periods. RISD shall provide an unpaid meal break of at least thirty (30) minutes for each employee during his/her scheduled shift. Additionally, the Museum will provide a break room or break area for the employees to use for rest or meal periods. Employees are to be completely relieved of duty in order for the meal period to be unpaid and employees may leave their work areas during the unpaid meal break. If there is a significant interruption in the meal period that results in the employee performing work, the employee will be provided a substitute meal period or be paid in lieu thereof. Because Central Control Dispatchers and Night Watch Guards may be required to remain in the Museum during the meal break, their meal periods shall be paid. If work permits, as determined by RISD, RISD also shall provide one (1) paid rest period of fifteen (15) minutes, and if operating needs permit, may provide a second rest period of fifteen (15) minutes each, for each employee during his/her scheduled shift.

9.3. Working Schedules. Nothing in this Agreement shall be construed as a guarantee of work or as an abridgement of RISD'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. RISD also reserves the right to revise or supersede any work schedule when such is necessary for operating reasons. It is presently RISD's good faith intention to maintain the current complement of full-time positions. It is also RISD's good faith intention that all employees will be provided with a minimum of six (6) 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.

9.4. Electronic Time Recording System. RISD retains the right to implement an electronic time recording system for the sole purpose of recording the time that employees begin and end work time. Lunch periods are unpaid and RISD agrees to deduct a (45) forty-five minute period from the begin and end work time for this purpose. If the actual time taken during the lunch period is greater than or less than (45) forty-five minutes, the employee shall override the deducted time by recording the actual time worked in the time recording system or by informing the Manager Museum Security or his/her designee.

9.5. Shift swaps. If approved by the Director of the Museum or designee in advance, two employees may swap scheduled shifts, provided that employees will be held accountable for shifts that they agree to cover. Shift swaps will not be approved if they would result in the payment of overtime pay. A denial, or failure to approve, a shift swap shall be in the sole discretion of RISD and shall not be subject to grievance or arbitration hereunder.

ARTICLE X

HOLIDAYS

10.1. Holidays. RISD observes the following holidays:

Independence Day

Victory Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King Day

Memorial Day

A holiday will be celebrated on the day established by the law of Rhode Island for its observance as a legal holiday.

10.2. Holiday Pay. Full-time employees and regular, part-time employees scheduled to work at least 910 hours per year, including employees in the probationary period, will receive 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 with a cap at the lesser of 8 hours or regularly scheduled hours. Regular, part-time employees will receive holiday pay equal to one-fifth ($1/5^{\text{th}}$) of his/her regularly scheduled weekly hours multiplied by his/her regular rate of pay.

10.3. Work on Holidays. In addition to holiday pay, an employee who is required to work on a holiday will be paid time and one-half his/her regular rate for all hours actually

worked on that day.

10.4 Scheduling around a Holiday. In order to receive holiday pay, employees must be present at work on their scheduled days immediately before and after the holiday, unless (a) on certified sick leave, (b) on scheduled vacation, (c) by prior arrangement with the employee's supervisor.

ARTICLE XI

VACATION

11.1. Vacation. Full-time employees shall earn vacation time for each full month of continuous service at the applicable rate as set forth below: Regular part-time employees will earn vacation time on a pro-rata basis based upon their budgeted scheduled hours. For purposes of this Article, an employee shall not be considered to have been in continuous active employment during any month in which s/he has been absent from work without pay for more than one-half (½) of his/her scheduled hours.

Length of Service	Accrual Rate	Maximum	Maximum including carry-over
Less than 3 full fiscal years	0.8333 days / month	10 days	15 days
3 full fiscal years to less than 5 full	1.2500 days / month	15 days	20 days

fiscal years			
5 full fiscal years or more	1.6670 days / month	20 days	25 days

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

A new employee begins accruing vacation immediately, but generally no vacation may be taken in the first 3 months of employment.

11.2. Vacation Pay. Vacation pay shall be computed at the employee's regular rate of pay. In the event that an employee at the time of termination of employment has been permitted to use and has used more vacation time than the employee has earned, the employee will be required to reimburse RISD for the vacation pay he or she has received that had not yet been earned. To the extent possible, reimbursement will be effected through an offset from the employee's final paycheck.

11.3. Scheduling. Vacation requests shall be granted, subject to operating needs, based on seniority within job classification and shift, in accordance with the following schedule:

The Vacation Period	Date by Which Request Must Be Presented	Date by Which Request Will Be Answered
June 1 to Labor Day	April 1	April 8
Day after Labor Day to November 30	July 1	July 8
December 1 to February 28	October 2	October 8

March 1 to May 31

January 2

January 9

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 RISD 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 the day before the date by which vacation requests are to be answered for the particular vacation period in which the date(s) falls. No reasonable request with respect to a special life event will be denied.

Vacation requests submitted after the deadline will be considered on a first-come first-served basis and shall be subject to operating needs.

Probationary employees may not use vacation time during their probationary period, except with special permission of the Director of the Museum.

11.4. Vacation Carry Over. Employees are permitted, with supervisory approval, to carry over up to one (1) week of vacation from one (1) year, as defined in Section 2.7 herein, to the next.

11.5. Vacation Use. Employees who are granted vacation shall use accrued vacation leave to cover absences in an amount commensurate to their regularly scheduled shift for the day or days that they are absent.

ARTICLE XII LEAVES

12.1. Family and Medical Leave. RISD 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 his/her own medical condition, the employee must first use all accrued sick time during the period of leave. In the case of child birth or adoption, an employee may request additional unpaid leave not to exceed a maximum leave of six (6) months (inclusive of FMLA

leave time). Any such request is subject to RISD approval in its sole judgment.

12.2. Other Leaves of Absence. Unpaid leaves of up to six (6) months may be granted to an employee for compelling personal reasons as approved by RISD in its sole judgment. The procedures 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 the Museum with as much advance notice as possible and must state the length of leave requested and the reason for it.

12.3. 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. RISD shall continue to pay its portion of an employee's medical insurance benefit during such leave. To ensure continuation of medical benefits, the employee must also pay his/her portion of the medical benefit premium. 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 that the employee has continued to receive workers' compensation benefits since the date the leave was exhausted. In addition, if an employee is rehired pursuant to the preceding sentence and (i) the employee's date of rehire is within the 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 RISD, 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).

ARTICLE XIII
MILITARY LEAVE

13.1. RISD shall provide military leaves of absence to all full-time and regular part-time employees in compliance with applicable Federal and State laws. An employee taking military leave should notify the Director of the Museum or his/her designee as soon as possible and provide a copy of the orders to report for duty. 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.

ARTICLE XIV
JURY DUTY

14.1. RISD shall provide leave to attend jury duty for the duration of 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 Resources office. Time off for jury duty covers only the time actually spent serving as a juror. Employees scheduled to work the hours immediately prior to service on a jury shall be excused from his/her shift on the day of service. Employees are required to return to work when their service as a juror is not required. RISD shall pay an employee his/her regular rate of pay for all hours spent on jury duty for which the employee is regularly scheduled to work.

ARTICLE XV
WITNESS DUTY

15.1. 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 RISD, in a civil or criminal

proceeding, shall be paid for time spent at his/her regular rate of pay or overtime pay, if applicable.

ARTICLE XVI
BEREAVEMENT LEAVE

16.1. In the event of the death of a member of a full-time or regular part-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 the noted categories. Employees may take up to one half day of paid bereavement leave to attend the funeral/services of other close friends/relatives. Additional time off without pay may be granted at the discretion of the Director of the Museum or his/her designee. A regular part-time employee is eligible for bereavement leave on a pro-rata basis. Bereavement leave must be used within seven (7) days of the date of death, except with permission of the Director of the Museum or his/her designee. The employee may be required to furnish evidence to support the leave.

ARTICLE XVII
SICK TIME / PERSONAL DAYS

17.1. Sick Days.

Each full-time employee accrues sick time per the following schedule:

Accrual Rate	Maximum	Personal Days	Maximum including Carry Over
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0.6667 days / month	8 days	Not included with Sick Time	16 Days
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Note: For purposes of calculation, a person who begins work before the 16th of the month is entitled to a full month’s accrual toward sick time. A person who begins work on or after the 16th of the month does not receive sick time accrual for that calendar month.

Part-time employees accrue sick-time pro-rated based upon their budgeted, scheduled hours. Regular part-time employees who work a minimum of 17.5 hours of work per week (910 hours per year) are eligible for sick-time benefits on a prorated basis. See example:

Scenario	Pro-rated Based on Schedule
Non-exempt part-time employee scheduled to work 20 hours per week.	32 hours of sick time in the fiscal year.

A new employee begins accruing sick time immediately; however, generally no paid sick time may be taken in the first 3 months of employment. Nothing within this article is intended to prevent the use of sick time prior to its accrual within the current fiscal year.

17.2. 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 Assistant Manager, Museum Security and Safety 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 RISD 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 RISD for circumstances beyond the employee’s control. RISD may require evidence satisfactory to RISD to validate sick leave requests. Accrued unused sick time is not paid out upon termination. Employees who are granted sick leave shall use accrued sick time to cover absences in an amount commensurate to their regularly scheduled shift for the day or days that they are absent.

17.3. Personal Days. Employees are eligible for two personal days per fiscal year which can be used after the first 6 months of employment.

Non-exempt employees: Receive two personal days per year and in the year of hire, according to the table below. 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 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. Employees who are granted personal leave shall use accrued personal time in an amount commensurate to their regularly scheduled shift for the day.

ARTICLE XVIII

SALARY

18.1. Salary Scales. The salary scales applicable to bargaining unit positions are set forth in Appendices A-1. They show the rates of pay effective upon ratification.

Base salaries, effective July 1, 2014, shall be increased by 2.5%.
Base salaries, effective July 1, 2015, shall be increased by 2%.

Base salaries, effective July 1, 2016, shall be increased by 2% or the average general wage increase for other non-exempt union members at the College effective on that date, whichever is higher.

Employees who are in the Central Control Dispatcher job classification as of the effective date of this agreement shall be “red-circled” at a base salary at the rate of \$19.02 per hour.

18.2. Lead Guard Differential. Any Museum Security Officer who is assigned to serve as the Lead Guard for a shift or portion thereof shall receive an additional One Dollar (\$1.25) per hour for all hours worked in that capacity.

18.3. Assistant Lead Guard Differential. Any Museum Security Officer who is assigned to serve as the assistant lead guard for a shift or portion thereof shall receive an additional Seventy-Five Cents (\$0.75) per hour for all hours worked in such capacity.

18.4. Training Differential. When an employee is assigned to conduct the training of other employees, the employee providing the training shall be paid an additional Two Dollars (\$2.00) per hour for all hours worked in that capacity.

18.5. Shift Differential. The Central Control Dispatcher and Night Watch Guard who are regularly scheduled to work on the second (3 pm to 11 pm) or third (11pm to 7 am) shift or such other shift that the College may deem eligible will be paid a shift differential of seventy five cents (\$.75) per hour for hours actually worked on second and third shifts. Museum Guards who work on Thursday nights between the hours of 5:15 p.m. and 9:15 p.m. will be paid a shift differential of seventy five (\$.75) per hour for hours actually worked during this time period. Shift differential pay shall be included in the computation of vacation, sick, and overtime for those eligible employees who are regularly assigned to shifts for which they are regularly paid a differential. For instance, if an employee’s regular work week consists of two (2) second shifts and three (3) first shifts, 2/5th of a week’s vacation pay will include shift differentials. Employees who are regularly scheduled for first shift assignments, but who are qualified for and assigned to second and third shift work opportunities will be paid a shift differential of \$.75 per hour for second and third shift hours actually worked.

ARTICLE XIX
RETIREMENT

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

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

19.3. Changes in Plans. Before making any material changes in the Retirement Plan or the Group Supplemental Retirement Annuity, RISD will offer to meet and discuss the changes with the Union.

ARTICLE XX
INSURANCE

20.1. Health Insurance. RISD will make available, to full-time employees and regular part-time employees all RISD health insurance programs as may be in effect from time to time during the term of this Agreement for eligible full-time and regular part-time non-bargaining unit employees on the same basis as those programs are offered to eligible full-time and regular part-time non-bargaining unit employees. Coverage begins the first of the month following the employee's date of hire. RISD and employees shall share the cost of the coverage on the same basis as RISD shares such with other eligible non-bargaining unit 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.

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

20.3. Health Insurance Buyout Program. RISD currently makes available a health insurance buyout program to full-time employees and regular part-time employees who are regularly scheduled to work in a budgeted twelve (12) month position requiring at least thirty (30) hours per week. RISD will offer this program to employees to the same extent and on the same basis that it is offered to eligible non-bargaining unit employees, as it may be changed from time to time.

20.4. Dental Insurance. RISD will make available to full-time employees and regular part-time employees dental insurance under such RISD dental insurance program, as may be in effect from time to time during the term of this Agreement for benefits eligible non-bargaining unit employees on the same basis as those programs are offered to eligible non-bargaining unit employees. Coverage begins the first of the month following the employee's date of hire. RISD and employees shall share the cost of the coverage on the same basis as RISD shares such cost with other eligible non-bargaining unit 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.

20.5. Domestic Partnership Program. RISD currently offers health and dental coverage for employees' same-sex and opposite-sex domestic partners. RISD 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 employees, as it may be changed from time to time. Proof of a domestic relationship is required to be eligible for this benefit.

20.6. Life Insurance & Accidental Death & Dismemberment Coverage (AD&D) RISD will provide and/or make available to full-time and regular part-time employees life insurance and accidental death & dismemberment insurance under such RISD life insurance programs as may be in effect from time to time during the term of this Agreement for benefits-eligible non-bargaining unit employees on the same basis as those programs are offered to eligible non-bargaining unit 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.

20.7. Group Disability Insurance. RISD will provide to full-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 employees, as such coverage may change from time to time. Coverage for an otherwise eligible employee shall be effective on the first day of the month immediately following the employee's date of hire. RISD and employees shall share the cost of the coverage on the same basis as RISD shares such cost with other eligible non-bargaining unit 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.

20.8. Insurance Contracts Govern. It is understood that RISD 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.

20.9. 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 RISD, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative and RISD shall be relieved of the cost thereof.

20.10. 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), RISD will offer to meet and discuss the changes with the Union.

ARTICLE XXI GRIEVANCE AND ARBITRATION

21.1. 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.

21.2. Grievance Forms. Grievances shall be filed on a mutually agreed form, a copy of which is attached hereto as Appendix C, 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.

21.3. 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.

21.4. 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.

21.5. Submission of Grievance. A grievance shall be deemed waived unless submitted as provided in this Section 21.5 within seven (7) days from the date the grievant knew or had reason to know of the factual basis of the grievance. A grievance concerning termination must

be submitted at Step II to the Director of the Museum, or his/her designee. All other grievances must be submitted at Step I to the Manager, Security, Safety and Facilities. 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.

21.6. Procedure.

Step I. The Manager, Security, Safety and Facilities Operations 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 three (3) days of said meeting.

Step II. When the answer at Step I does not resolve the grievance, it may be submitted to the Director of the Museum, or his/her designee within five (5) days of the Manager, Security, Safety and Facilities's answer at Step I. If the grievance concerns termination and has been submitted directly to the Director of the Museum or his/her designee at Step II, a meeting shall be held with the grievant and his/her Union representative within five (5) days of receipt. The Director of the Museum or his/her designee, shall provide a written answer to the grievance within three (3) days of said meeting.

Step III. When the answer at Step II does not resolve the grievance, it may be submitted to the Vice President of Human Resources, or his/her designee, within five (5) days of the Director of the Museum's answer at Step II. A meeting shall be held with the grievant and his/her Union representative within five (5) days of receipt. The Vice President of Human Resources, or his/her designee, shall provide a written answer to the grievance within three (3) days of said meeting.

Step IV. When the answer at Step III does not resolve the grievance, the Union may give notice of its intent to arbitrate the grievance by written notification to the Associate Vice President of Human Resources within seven (7) days of the written answer in Step III.

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

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

21.7. Arbitration. If a grievance is not settled under Section 21.6 above, such grievance may, at the request of the Union, be referred to the American Arbitration Association within five (5) days after the Union has given notice of intent to arbitrate as referred to in Section 21.6., Step IV.

21.8. 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.

21.9. 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.

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

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

the event of any such conflict, the provisions of this Agreement shall govern.

ARTICLE XXII

MANAGEMENT RIGHTS

22.1 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 and duty assignments; the right to determine and re-determine the quality and quantity of work to be performed; the right to determine and re-determine employee qualifications, including the right to prescribe standards for hire and promotion; the right to establish and re-determine and require reasonable standards of performance and rules of conduct; the right to require the maintenance of discipline, order and efficiency; the right to evaluate competency and performance; the right to hire, transfer and promote; the right to establish, promulgate, administer, regulate, determine and re-determine policies, practices, methods, procedures and conditions related to work standards, staffing, training, operations, service and maintenance and the quality and type of equipment to be used; the right to determine and re-determine the number and location of all facilities of RISD and whether the whole or any part of its operations shall continue to operate; the right to reduce the hours of and to lay off employees for lack of work or other reasons and to recall employees, the right to determine and predetermine job content and to establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service or portion thereof; the right to subcontract work or use the services of temporary and casual employees, supervisors and/or students or volunteers to perform bargaining unit work, the right to discharge, dismiss, suspend or otherwise discipline employees subject to Section 6.9, the right to require overtime 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 XXIII
HEALTH AND SAFETY

23.1. 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 the Museum. RISD will investigate the report and, if necessary, take reasonable steps to correct such condition in a timely manner.

ARTICLE XXIV
CLOTHING AND EQUIPMENT

24.1. Employees shall be required to wear clothing and equipment as selected and provided by RISD and shall comply with such dress and/or grooming codes as may be established by RISD. RISD will provide such clothing and equipment at its expense. Prior to purchasing new clothing and equipment, RISD shall notify employees and solicit employees' input to the best extent practicable, though the final determination as to the selection of clothing and equipment shall be reserved to RISD.

All such clothing and other equipment provided by RISD shall remain the property of RISD, 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 RISD work. All such clothing and equipment must be returned to RISD 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 employee was at fault, in which event RISD may look to any monies due the employee for satisfaction thereof.

ARTICLE XXV
ELECTRONIC SECURITY

RISD reserves the right to install and operate such security cameras and other electronic

security surveillance as it deems appropriate, subject to the provisions of Rhode Island law. Prior to implementing any audio surveillance of the employee break room, RISD will give notice thereof to the Union.

ARTICLE XXVI MISCELLANEOUS BENEFITS

26.1. Employee Parking. RISD recognizes that a current parking shortage exists for all RISD employees and that RISD is endeavoring to address the problem. For these reasons, it is understood that all bargaining unit employees shall be entitled to any parking-related benefit which RISD makes generally available to its non-union non-exempt employees during the term of this Agreement.

26.2 Locker RISD shall make available to all full-time and regular part-time employees a locker to store his/her belongings.

26.3 Emergency Closing Pay. The College's Emergency /Storm Closing and Pay Policy shall apply to employees. In the event that the College and/or Museum closes due to an emergency situation (e.g., hurricane, snow storm), employees that the College deems essential shall be required to work. Essential employees who report to work in an emergency closing situation shall be paid at one and one-half (1½) times their regular rate of pay for time actually worked. Essential employees who do not report to work in an emergency closing situation shall have the hours which they were required to (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.

ARTICLE XXVII
EDUCATION

27.1. Tuition Assistance. A full-time employee who has completed his/her probationary period, and a regular part-time employee who has at least one (1) year of service and is regularly scheduled to work in a position requiring at least thirty (30) hours per week (1560 hours per year), shall be eligible for reimbursement of up to fifteen hundred dollars (\$1,500) per year for tuition expenses for courses or a certification program that, in the sole judgment of RISD, 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 RISD 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.

27.2. 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 non-bargaining unit employees.

27.3. Continuing Education. A full-time employee and a regular part-time employee with a regular work schedule requiring at least twenty (20) hours per week who has completed their probationary period, and members of the respective families of such employees as set forth herein, may take courses at reduced fees in RISD'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.

27.4. Computer Loan Program. Full-time employees with at least six (6) months of

continuous service and regular part-time employees with at least two (2) years of continuous service shall be eligible to purchase computers and peripheral equipment through RISD'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, are available in Human Resources.

**ARTICLE XXVIII
INDEMNIFICATION**

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

**ARTICLE XXIX
CONTINUITY OF OPERATIONS**

29.1. 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 29.1.

29.2. No Lockouts. RISD agrees not to conduct a lockout during the term of this Agreement. **29.3. Union's Best Efforts.** The Union agrees that, in the event of any violation of Section 29.1, 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 XXX
MISCELLANEOUS**

30.1. 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.

30.2. 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.

30.3. 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 XXXI

DURATION

31.1. 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., July 1, 2017, and shall automatically be renewed from year to year thereafter, unless written notice is given by either party to the other, by registered or certified mail, at least sixty

(60) days prior to the expiration date, that termination or modification of this Agreement is desired.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have

executed this Agreement as of this ____ day of _____, 2015

RHODE ISLAND SCHOOL OF DESIGN

RHODE ISLAND SCHOOL OF DESIGN
MUSEUM GUARDS ASSOCIATION

APPENDIX A – Rates of Pay

YEARS OF SERVICE	MINIMUM (HIRE)	1 YEAR	5 YEARS	10 YEARS
MUSEUM SECURITY OFFICER / NIGHT WATCH GUARDS				
CURRENT YEAR HOURLY RATE OF PAY	\$ 13.20	\$ 13.33	\$ 14.14	\$ 14.43
SEPTEMBER 2011 - DECEMBER 2011 %	2.50%	2.50%	2.50%	2.50%
SEPTEMBER 2011 - DECEMBER 2011 \$	\$ 13.53	\$ 13.66	\$ 14.49	\$ 14.79
JANUARY 2011 - JUNE 2011 %	0.25%	0.25%	0.25%	0.25%
JANUARY 2011 - JUNE 2011 \$	\$ 13.56	\$ 13.70	\$ 14.53	\$ 14.83
YEARS OF SERVICE				
MINIMUM (HIRE)				
1 YEAR				
5 YEARS				
10 YEARS				
CENTRAL CONTROL				
CURRENT YEAR HOURLY RATE OF PAY	\$ 13.20	\$ 13.33	\$ 14.14	\$ 14.43
SEPTEMBER 2011 - DECEMBER 2011 %	2.50%	2.50%	2.50%	2.50%
SEPTEMBER 2011 - DECEMBER 2011 \$	\$ 13.53	\$ 13.66	\$ 14.49	\$ 14.79
JANUARY 2011 - JUNE 2011 %	0.25%	0.25%	0.25%	0.25%
JANUARY 2011 - JUNE 2011 \$	\$ 13.56	\$ 13.70	\$ 14.53	\$ 14.83
YEARS OF SERVICE				
MINIMUM (HIRE)				
1 YEAR				
5 YEARS				
10 YEARS				
MUSEUM SECURITY LEAD GUARD				
CURRENT YEAR HOURLY RATE OF PAY	\$ 14.88	\$ 15.03	\$ 15.95	\$ 16.27
SEPTEMBER 2011 - DECEMBER 2011 %	2.50%	2.50%	2.50%	2.50%
SEPTEMBER 2011 - DECEMBER 2011 \$	\$ 15.25	\$ 15.41	\$ 16.35	\$ 16.68
JANUARY 2011 - JUNE 2011 %	0.25%	0.25%	0.25%	0.25%
JANUARY 2011 - JUNE 2011 \$	\$ 15.29	\$ 15.44	\$ 16.39	\$ 16.72

APPENDIX B

VOLUNTARY CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby voluntarily authorize RISD to deduct from my (Print Name) 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 Public Safety Officers' Association, and direct such amounts so deducted to be turned over each pay period to the Secretary-Treasurer of the Association for and on my behalf.

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

Signature _____

Social Security Number _____

Address _____

City _____ State _____ Zip Code _____

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

APPENDIX C

GRIEVANCE FORM

GRIEVANCE # _____

Grievant _____ Date _____

Date Incident Complained of Occurred _____

Step No. _____ Reply to Previous Step Received On _____

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

Facts of the Grievance

Remedy Sought

Grievant Signature _____ Date _____

Received by: _____ Title _____ Date _____ Time _____

SIDELETTER

Chace Center Construction. It is specifically understood that during the construction of the Chace Center, all bargaining unit Museum security work shall be performed exclusively by bargaining unit employees.

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SIDELETTER

Any full-time bargaining unit position established as a result of the opening of the Chace Center will first be offered to incumbent part-time bargaining unit employees, and selection from among them will be in accordance with the contract.