

**AGREEMENT BETWEEN
RHODE ISLAND SCHOOL OF DESIGN
AND
RHODE ISLAND SCHOOL OF DESIGN
PUBLIC SAFETY OFFICERS' ASSOCIATION
JULY 1, 2021 - JUNE 30, 2024**

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2021 AGREEMENT BETWEEN
RHODE ISLAND SCHOOL OF DESIGN
AND
RHODE ISLAND SCHOOL OF DESIGN PUBLIC
SAFETY OFFICERS' ASSOCIATION

PREAMBLE

This Agreement is made and entered into as of July 1, 2021, by and between RHODE ISLAND SCHOOL OF DESIGN (hereinafter referred to as the “College”) and the RHODE ISLAND SCHOOL OF DESIGN PUBLIC SAFETY OFFICERS’ ASSOCIATION (hereinafter referred to as the “Union”). This Agreement supersedes and replaces all prior Agreements between the College and the Union.

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

ARTICLE I

RECOGNITION

1.1. Bargaining Unit. The College, pursuant to its legal obligation as a result of the certification of the Union by the National Labor Relations Board on May 15, 2002 in NLRB Case No. 1-RC-21477, recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time officers employed by the College in its Public Safety Department in Providence, Rhode Island, including Public Safety Officers II, Public Safety Officers III, Dispatchers, ARMS Coordinators, and Public Safety Facility Monitors, but

excluding Director of Public Safety, Deputy Chief, Public Safety Lieutenant, Public Safety Sergeants, Public Safety Coordinator, and all other managers and supervisors, to include any ranking officer superior to the Public Safety Officer III, as defined in the Act. The parties may add or delete officer and guard job titles by an amendment signed by the parties. Failure to reach agreement on an addition or deletion shall not be subject to the grievance and arbitration procedure of Article XXI.

ARTICLE II

DEFINITIONS

2.1. The terms “employee” and “employees” as used in this Agreement refer only to such persons as are employed and within the bargaining unit as defined in Article I.

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

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

2.4. 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 available basis but must actually work when called a minimum of forty-eight (48) hours per calendar quarter, effective January 1, 2006, and in accordance with College policy governing on-call employees; provided, however, that if the Department determines, in its discretion, that forty-eight (48) hours per calendar quarter is

too few to meet operational needs efficiently and effectively, it may increase the number of hours to fifty-six (56), effective at the beginning of the next calendar quarter.

2.5. Unless otherwise noted, “days” refers to calendar days.

2.6. The term “year” as used hereafter in this Agreement refers to a period for twelve (12) consecutive months beginning each July 1 and ending on June 30 of the following calendar year.

2.7. 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 the College.

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

2.9. “Regular rate of pay” as used in this Agreement refers to base pay plus applicable shift differential in accordance with Section 18.6.

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 by the end of the first full pay period 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 by the end of the first full pay period following the beginning of his/her employment and thereafter remain a member of the Union in good standing.

3.2. Checkoff. The College 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 the College, a copy of which is attached hereto as *Appendix C*. 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 one (1) week after each pay date, 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 the College, 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 the College 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 the College 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 the College for the purpose of complying with this Article and reimburse the College for any legal expenses and defense costs the College incurs in connection with the same.

ARTICLE IV

UNION ACTIVITIES

4.1. Bulletin Board. The College will provide space, in the auxiliary room, for a bulletin board to be furnished by the College, 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. Under no circumstances will the College permit postings that contain derogatory, defamatory, offensive or obscene content.

4.2. Union Representatives. An authorized representative of the Union shall have reasonable opportunity to visit College premises for the purpose of conferring with an employee during their meal period regarding Union business whenever possible before meeting outside of said meal period. When a union representative and employee are unable to meet during the employee's meal period, any such visit with the employee shall not interfere with orderly operations at the College and notification will be provided to the Director of Public Safety or their designee to ensure coverage. Meetings with the Director of Public Safety shall be at times when the Director indicates that they can make themselves available. The Union representative shall notify the Director or their designee when they are on campus to confer with an employee and shall be subject to the reasonable control of the College 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 the College with the names of the Stewards so designated and notify the College of any changes.

4.4. Grievance Representation. The College will deal exclusively with the Union designated 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 Union representative may attend a jointly scheduled grievance meeting with management 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, the College will grant reasonable time off without pay for one (1) Union Steward or one (1) Union representative to attend a labor convention or for other official Union business.

4.6. Information Regarding New Hires. The College will provide the names, addresses and telephone numbers of newly hired employees on a monthly basis or upon request by a Union representative.

4.7. Union Meetings on College Premises. The Union shall be permitted to hold membership meetings in College meeting rooms, and shall be subject to the same terms and conditions as are applicable to other outside organizations.

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 the College and the Union therefore agree that neither will discriminate in violation of such federal or state laws against any employee with respect to matters relating to employment because of such employee's age, race,

color, national origin, religion, sex, sexual orientation, gender identity/expression, disability, veteran's status, or membership in or activity on behalf of the Union or lack thereof.

5.2. Light Duty. The College agrees that pursuant to its Americans with Disabilities Policy, when employees request light duty positions and other reasonable accommodations, the College will grant such accommodations pursuant to the College Policy, the Americans with Disabilities Act and applicable Rhode Island Law. The College will engage in an interactive process with employees requesting an accommodation and shall make a determination with regard to the request based on factors such as the nature and cost of the accommodation, the impact on the operations of RISD, etc.

ARTICLE VI

EMPLOYMENT STATUS

6.1. Seniority. Seniority shall mean the length of continuous service since the employee's most recent date of hire. Notwithstanding the foregoing, on-call employees do not have seniority under this Agreement.

6.2. Seniority List. A seniority list shall be prepared and maintained by the Union President and made available to Department Administration and to Human Resources within three days of a written request.

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

- (a) quits, resigns retires or reduces his/her position to that of an On-Call Employee which will be rendered effective on the date of transfer to On-Call status;

- (b) is discharged or terminated for just cause by the College;
- (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 the College for circumstances beyond the employee's control;
- (d) fails, for any reason, to report for work within ten (10) days of the date of 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 the College, 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 Public Safety, 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 the College or to meet the requirements of section 2.4 during a period of six (6) months, or has a year or more of service and fails to do any work for the College or to meet the requirements of Section 2.4 during a period of twelve (12) months.

6.4. Bridging of Seniority. Any employee whose employment terminates in good standing through resignation or layoff and who returns to active employment with the College within one (1) year of such termination shall have all benefits which he/she accrued as of the

date of termination restored to him/her except that, for the purposes of vacation scheduling; filing of vacancies, details, and open shifts; shift assignments; schedule changes; layoff; and recall, the employee shall be assigned the date of his/her rehire as his/her new seniority date. An employee whose employment terminated prior to the completion of his/her probationary period and who returns to active employment with the College as set forth within this Section shall be required to complete a new probationary period.

6.5. 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. Any employee who desires to apply to fill the vacancy may apply and shall be considered by the College, provided they have applied within the seven (7) day posting period. All postings set forth the position, shift, minimum and midpoint of the salary range, and eligibility requirements, if any, as determined by the College in its sole judgment. The College shall post any vacancies it intends to fill within thirty (30) days of its decision to fill the vacancy. All applicants, internal and external, shall be required to participate in the standard testing and interview process as established by the College. The College 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 the College determines to be equally qualified, preference shall be given to the internal candidate with greater seniority. As among internal and external candidates whom the College determines to be equally qualified, preference shall be given to the internal candidate. In determining a candidate's qualifications, the College shall consider the candidate's experience, training, education, certifications,

performance as documented in performance reviews, and such other factors as the College deems relevant in its sole judgment.

6.6. Probationary Employees. Each newly hired employee shall be deemed a probationary employee during their first six (6) months of active service. Days lost from work because of authorized sick leave, a medical leave of absence, or a worker's compensation leave of absence 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 their probationary period. Upon successful completion of their probationary period, the employee's seniority shall be determined based on their most recent date of hire within such classification. During the probationary period, an employee may be terminated in the sole judgment of the College without recourse under this Agreement.

6.7. Layoff. In the event that the College decides to lay off employees in a job classification, probationary employees in such job classification shall be first to be laid off, without regard to their individual periods of employment. 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 the College decides to lay off additional employees in the job classification, then part-time employees in the job classification who work sixteen (16) hours per week or less shall be laid off, followed by part-time employees in the job classification who work between sixteen (16) and thirty-two (32) hours per week. In selecting employees within the job classification for layoff, seniority shall govern except when the College in its sole judgment determines that laying off the least senior individual[s] would result in not having a sufficient number of EMT-certified Public Safety Officers, in which event the next least

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

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

6.9. Discipline and Discharge. An employee 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 such discipline. Except when it is necessary to meet with the

employee without delay, a meeting may be postponed for not more than a day if a Union Steward or Union Representative is not readily available. 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 VII

PROCEDURE FOR OVERTIME, FILLING OPEN SHIFTS, HOLDOVERS AND SHIFT SUBSTITUTION

7.1. Overtime Work. Employees may be required to work overtime, when and as determined by the College 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 eligible, but no other absences, whether paid or unpaid, will be treated as hours worked for the purpose of computing eligibility for overtime pay. All overtime must be approved in advance by the Director of Public Safety or his/her designee.

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. Shift Selection. Whenever necessary as determined by the Director of Public Safety or his/her designee, the College will post available shift opportunities, including times of shift, days off, and any special qualifications required for the shift opportunity, for a period of seven

(7) days. Qualified employees shall have the opportunity to bid for the shift opportunity by departmental seniority in position, e.g., PSO II, III or Facility Monitor, etc. The Director of Public Safety shall have full discretion with regard to times of shift, days off and any special qualifications necessary for shift opportunities. During the seven (7) day posting period, interested employees shall express their interest in the shift opportunity by signing their name on the posted shift selection form.

7.5. Procedure for Filling Open Shifts on a Voluntary Basis. The College will post all known open shifts within thirty (30) days of when the shift is to be worked. Each notice shall contain the date and time of the open shift, the job classification, and any special qualifications for the shift, e.g., EMT certification. The determination of the job classification required for the open shift shall be made in the sole discretion of the College. Such determination shall not be made arbitrarily and capriciously. The notices shall remain posted for ten (10) days during which time qualified employees wishing to work a particular shift(s) must so indicate by signing their names on the appropriate notice(s).

After the expiration of the ten (10) day posting period, the Department shall fill the open shift as follows. The Department shall first endeavor to contact qualified on-call employees within the classification of the open shift (e.g. facility monitor, dispatcher, or public safety officer) and shall assign the shift to such employee who first agrees to work the shift. If an open shift is not filled by such an on-call employee, the Department shall endeavor to contact qualified part-time employees within the classification of the open shift (e.g. facility monitor, dispatcher, or public safety officer) and shall assign the shift to such part-time employee who first agrees to work the shift. If an open shift is not filled by such a part-time employee, the Department shall

endeavor to contact qualified full-time employees within the classification of the open shift (e.g. facility monitor, dispatcher, or public safety officer) and shall assign the shift to such full-time employee who first agrees to work the shift. If an open shift is not filled by such a full-time employee, the Department shall assign the open shift to the qualified employee in another classification (excluding sergeants) who signed up for the shift on the notice during the posting period. Notwithstanding the foregoing, if an open shift is for the public safety officer classification, and the shift requires that the employee working the shift have EMT certification, the shift shall first be offered to on-call, part-time and full-time public safety officers, in that order, who have EMT certification, and the shift shall be assigned to such public safety officer who first agrees to work the shift; if such an open shift is not filled by a public safety officer with EMT certification, the shift shall next be offered to sergeants who have EMT certification. If no public safety officer or sergeant with EMT certification agrees to work the shift, the shift will be filled on a non-voluntary basis by an EMT-certified public safety officer, otherwise in accordance with Section 7.6 hereof.

For purposes of this section, there shall be three “voluntary overtime lists”, one each for public safety officers, dispatchers and facility monitors, which shall list the names of all employees within the relevant classification who wish to be considered for voluntary overtime. The names on each list shall be placed in descending order of seniority. In the event that more than one (1) employee signs the notice for the shift, the shift shall be assigned to the employee whose name is highest on the applicable voluntary overtime list and that person’s name shall be placed at the bottom of the list.

In the event that a shift becomes open after the thirty (30) day advance posting deadline set forth in the first sentence of this Section 7.5, the Department shall fill the open shift in accordance with the procedure set forth in the preceding paragraph. The Department shall not be required, however, to attempt to fill an open shift from the voluntary overtime list if the shift becomes open less than four (4) hours before it is scheduled to begin. Notwithstanding the previous sentence, before holding an employee over to fill a shift that becomes open less than four (4) hours before it is scheduled to begin, the Department shall make an effort to reach all employees on the voluntary overtime list.

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

7.6. Procedure for Filling Open Shifts on a Non-Voluntary Basis. For purposes of this section, there shall be three "non-voluntary overtime lists" maintained by the Department, one each for public safety officers, dispatchers and facility monitors, which shall list the names of all employees within the relevant classification in inverse order of seniority. In the event that an open shift (whether or not posted) cannot be filled on a voluntary basis by a member of the bargaining unit deemed qualified by the Director or his/ her designee, the Department shall attempt to fill the open shift with a sergeant, lieutenant, or any other member of the Department deemed qualified by the Director or his/her designee before holding over or assigning the

qualified employee whose name appears closest to the top of the non-voluntary overtime list for the classification of the open shift (e.g. public safety officer, dispatcher or facility monitor) to fill the open shift. If a member of the bargaining unit is held over or assigned the open shift, his/her name shall then be placed at the bottom of the non-voluntary overtime list for his or her classification, provided that the person who is next on the appropriate list shall be skipped, if he/she has a scheduled vacation day or a leave day on the day the shift must be worked. An employee who has finished their last shift prior to the beginning of their scheduled day off, vacation day, or other leave day, shall be held over last after the Department has exhausted the option of holding over all other qualified employees within that classification who are also finishing their shifts, and after the Department has made an effort to reach all employees on the voluntary overtime list.

This procedure shall not apply to certain days designated by the Director due to operational needs or special events or occurrences which include but are not limited to the Artists Ball, move-in days including Pre-College move-in, RISD related street closures, Commencement and Alumnae Weekend.

7.7. Holdover and Call-Back of Employees. An employee who is held over on a non-voluntary basis shall be paid at time and one half for the greater of one hour or the time actually worked. An employee who is called back to work after he/she has been relieved of duty shall be paid at time and one half for a minimum of (4) hours, regardless of time actually worked and shall be relieved of duty when he/she completes the task for which he/she was called back.

7.8. Cancellation of Overtime. The College reserves the right to cancel any scheduled overtime. In such event, an employee who was assigned the overtime from the voluntary

overtime list shall have his name placed in the same slot on the voluntary overtime list that his name 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.

7.9. Shift Substitution. The “Rhode Island School of Design Department of Public Safety Shift Substitution Procedure and the attached Shift Substitution Form, executed on February 13, 2006 by representatives of the RISD Public Safety Officers’ Association and Rhode Island School of Design, a copy of which is attached hereto as *Appendix E*, is hereby incorporated herein.

ARTICLE VIII

SPECIAL DETAILS

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

8.2. Pay for Special Details. Employees shall be paid one and one-half (1½) times their regular rate of pay for hours worked on special details. An employee or sergeant who is held over or assigned to fill a special detail, whether on a voluntary or non-voluntary basis, shall be paid for a minimum of four (4) hours, regardless of the time actually worked; provided, however, that if more than one employee signs up on a voluntary basis 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. The Department shall post notices of special details for which, in the sole discretion of the College, coverage by a PSO II or PSO III is needed upon receipt of a detailed event form. The determination of the job

classification required for the open shift shall be made in the sole discretion of the College. Such determination shall not be made arbitrarily or capriciously.

Each notice shall contain the date and time of the special detail, the job classification, any special qualifications for the detail, *e.g.*, EMT certification, and the date by which employees must indicate their interest in working the special detail. Unless the date of the event makes it impractical, the notices shall remain posted for ten (10) days during which time qualified employees wishing to work a particular detail(s) must so indicate by signing their names on the appropriate notice(s).

After the expiration of the posting period, the Department shall fill the special details as follows. There shall be a voluntary special detail list consisting of the names of all full-time employees who wish to be considered for voluntary special details, dovetailed in descending order of their respective seniority. The Department shall assign the special detail to the full-time employee who signed up for the detail on the notice during the posting period. In the event that more than one (1) full-time employee signs up for the special detail, the detail shall be assigned to the full-time employee whose name is highest on the voluntary special detail list and that person's name shall then be placed at the bottom of the voluntary special details list. If a special detail is not filled by a full-time employee, the Department shall endeavor to contact qualified on-call employees and shall assign the special detail to the on-call employee who first agrees to work the detail. If a special detail is not filled by an on-call employee, the Department shall endeavor to contact qualified part-time employees and shall assign the special detail to the part-time employee who first agrees to work the detail.

In the event that a special detail becomes open after the posting period has ended, the Department shall attempt to fill the detail by contacting qualified full-time employees in the order that their names appear on the voluntary special detail list and shall assign the special detail to the person on that list who first agrees to work the detail. If the special detail is not filled by a full-time employee, the Department shall endeavor to contact qualified on-call employees and shall assign the special detail to the on-call employee who first agrees to work the detail. If the special detail is not filled by an on-call employee, the Department shall endeavor to contact qualified part-time employees and shall assign the special detail to the part-time employee who first agrees to work the detail. The Department shall not be required, however, to attempt to fill a special detail on a voluntary basis if the detail becomes open less than four hours before it is scheduled to begin.

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

8.4. Procedure for Filling Special Details on a Non-voluntary Basis.

There shall be a non-voluntary special detail list which shall contain the names of all full-time employees, dovetailed in the inverse order of their respective seniority. In the event that a special detail (whether or not posted) cannot be filled on a voluntary basis by a member of the bargaining unit deemed qualified by the Director or his/her designee, the Department shall attempt to fill the special detail with a sergeant, lieutenant, or any other member of the

Department deemed qualified by the Director or his/ her designee before holding over or assigning the qualified full-time employee whose name appears closest to the top of the non-voluntary special detail list to fill the special detail. If a member of the bargaining unit is held over or assigned the special detail, his/her name shall be placed at the bottom of the non-voluntary special detail list. This procedure shall not apply to certain days designated by the Director or his/her designee due to operational needs or special events or occurrences which include but are not limited to the Artists Ball, move-in days including Pre-College move-in, RISD related street closures, Commencement and Alumnae Weekend.

8.5. Cancellation of Special Details. The College reserves the right to cancel any scheduled special detail. In such event, a full-time employee who was assigned the special detail from the voluntary special detail list shall have their name placed in the same slot on the voluntary special detail list that their name occupied before the assignment, while the name of a full-time employee who was assigned the special detail from the non-voluntary special detail list shall remain at the bottom of the non-voluntary special detail list. In the event the College cancels a previously assigned special detail, the College shall not assign said canceled detail to a bargaining unit member working a regularly scheduled shift.

8.6. Outside Security. The College will endeavor to offer existing employees detail assignments before hiring outside security firms.

ARTICLE IX

HOURS OF WORK

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

9.2. Shift Assignments. Normal shifts will consist of day, evening, and night shifts, seven (7) days per week. Shift assignments may be temporarily rotated on an individual basis where such rotation is necessary for operating reasons, with said rotation for any one bargaining unit member not to exceed 90 days. Rotation includes a reassignment to different fixed days off on regularly assigned shift or reassignment to an alternate shift for the purpose of EMS needs only. Changes in shift assignments shall be accomplished by first requesting a volunteer to accept such change. If no employee volunteers to rotate his/her shift, the employee with the least seniority within the appropriate classification shall be temporarily rotated. All employees must be provided with a minimum of one (1) months' notice prior to the change taking effect unless unforeseen circumstances prohibit such notice, in which case the College will provide the affected employee as much advance notice of the change as is practicable.

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

9.4. Working Schedules. In view of the necessity on the part of the College to provide continuing public safety services on an around-the-clock basis, nothing in this Agreement shall be construed as a guarantee of work or as an abridgement of the College's right to define the hours of work, to determine the days and times when employees shall be required to work, and to

establish such shifts, shift rotations and work schedules and such starting and quitting times as it deems appropriate. The College also reserves the right to revise or supersede any work schedule when such is necessary for operating reasons. Changes in work schedule shall be accomplished by first requesting a volunteer to accept such change. If no employee volunteers to change his/her work schedule, the work schedule of the employee with the least seniority within the appropriate classification shall be changed. All employees will be provided with a minimum of one (1) months' 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.

9.5. Time Recording System. The College retains the right to implement a time recording system for the sole purpose of recording the time that employees begin and end work time.

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

ARTICLE X

HOLIDAYS

10.1. Holidays. The College observes the following holidays:

- Independence Day
- Flexible Holiday
- Labor Day
- Indigenous People's Day
- Veterans' Day
- Thanksgiving Day

Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Memorial Day
Juneteenth

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

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

10.3. Work on Holidays. In addition to holiday pay, an employee who is required to work on a holiday or a deferred holiday will be paid time and one-half his/her regular rate for all hours actually worked on that day. An employee who works on days on which Summer Holiday, Indigenous People's Day or Veterans' Day would otherwise have been celebrated if the College

had not deferred their celebration will not be paid holiday pay, but will be paid his/her regular rate of pay for the hours actually worked on those days.

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

ARTICLE XI

VACATION

11.1. Vacation. 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.

11.2. Vacation Pay. Vacation pay shall be computed at the employee's regular rate of pay, plus any pay that the employee is receiving at the time of his/her vacation for additional duties that the College has included in the computation of vacation pay pursuant to existing College policy. In the event that an employee has used more vacation time than the employee has actually earned pursuant to Section 11.1 at the time of termination of employment, the employee will be required to reimburse the College for the vacation pay he or she received that had not yet been earned. To the extent possible, reimbursement will be effected through a deduction from the employee's final paycheck.

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

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

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

Vacation requests submitted after the deadline will be considered on a first-come first-served basis and shall be subject to operating needs. Vacation requests of three (3) or more days must be submitted at least fourteen (14) days in advance. Vacation requests of one (1) or two (2) days must be submitted seventy-two (72) hours in advance.

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

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

ARTICLE XII

LEAVES

12.1. Family and Medical Leave Acts and Parental Leave. The College shall comply with federal and state Family and Medical Leave Acts and all other applicable federal and state laws. If an employee takes such leave on account of his/her own medical condition, the

employee must use all accrued sick time during the period of leave. Bargaining Unit members will be entitled to paid parental leave on the same terms and conditions as non-bargaining unit employees of the College, as may be amended from time to time. An employee may request additional unpaid leave following the birth or adoption of a child not to exceed a maximum leave of six (6) months (inclusive of FMLA leave time and Paid Parental Leave). Any such request is subject to College approval in its sole judgment. In application of this Article, the College shall comply with the non-discrimination provision of Article IV herein.

12.2. Other Leaves of Absence. Unpaid leaves of absence may be granted to an employee for compelling personal reasons, which shall not include employment with another employer. Typically these leaves will not exceed six months, and are normally limited to no more than one per year. 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 Public Safety 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. The College shall continue to pay its portion of an employee's medical insurance benefit during such leave. An

employee shall accrue seniority, sick time, and vacation time for the first six (6) months of such leave.

An employee who has exhausted such leave, will be given the first opportunity before outside applicants to fill any vacant bargaining unit position for which he/she applies and is qualified during the balance of a three (3) year period from the date on which his/her leave began, provided that that the employee has continued to receive workers' compensation benefits since the date the leave was exhausted, and provided that the employee has maintained or is able before rehire to regain all relevant certifications necessary for the position. In addition, if an employee is rehired pursuant to the preceding sentence and (i) the employee's date of rehire is within 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 the College, the employee's seniority status, length of service accrued, and unused sick time and vacation, if any, and his/her salary rate, all as of the date the leave ended, will be bridged (restored). Notwithstanding the previous sentence, for purposes of vacation scheduling; filing of vacancies, details, and open shifts; shift assignments; schedule changes; layoff; and recall, the employee shall be assigned the date of his/her rehire as his/her new seniority date.

ARTICLE XIII

MILITARY LEAVE

13.1. The College 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 must submit a request, together with a copy of the orders to report for duty, to the

Director of Public Safety or his/her designee for approval. A full-time or regular part-time employee who is a member of the National Guard or organized Reserves shall be paid the difference between his/her military duty training pay and his/her regular rate of pay for a maximum of fourteen (14) days per year.

ARTICLE XIV

JURY DUTY

14.1. The College 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 are required to return to work when their service as a juror is not required during their scheduled shift. An employee scheduled to work the hours immediately prior to or following service on a jury shall be excused from his/her shift on the day of jury service. The College shall pay an employee his/her regular rate of pay for all hours 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 the College, 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 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 or services of other close friends/relatives. 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 Public Safety or his/her designee. The employee may be required to furnish evidence to support the leave. Additional unpaid time off may be granted upon the request of an employee at his/her supervisor's discretion.

ARTICLE XVII

SICK TIME / PERSONAL DAYS

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

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 Sergeant of his/her absence as soon as possible and in any event not later than four (4) hours prior to the employee’s scheduled starting time, unless excused by the College for circumstances beyond the employee’s control. The employee must give notice on each day of absence, unless prior arrangements have been made or unless excused by the College for circumstances beyond the employee’s control. The College may require reasonable evidence to validate sick leave requests.

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

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

With reasonable advance notice (usually one (1) week unless the request relates to an emergency or other compelling purpose) and approval of the supervisor, an employee may be given time off for reasons of a personal nature. Part-time employees accrue personal time based on their budgeted, scheduled hours.

ARTICLE XVIII

SALARY

18.1. Salary Scales.

- Base salaries, effective July 1, 2021, shall be increased by 2%.
- Base salaries, effective July 1, 2022, shall be increased by 2%.
- Base salaries, effective July 1, 2023, shall be increased by 2%.

The above general wage increases are effective for all employees with the exception of Kevin McNeil, who will be redlined at his current hourly rate and will receive a lump sum payment annually that is equivalent to the July 1, 2021, July 1, 2022, and July 1, 2023 general wage increases.

18.2. Time-In-Grade. The Time-In-Grade policies applicable to Public Safety Officer and Dispatcher positions are set forth in *Appendix A*.

18.3. PSO II Requirements. As a condition of continued employment, a full-time, regular part-time or limited part-time employee who is employed as a Public Safety Officer II is required to become a licensed EMT in the state of Rhode Island and successfully complete the Rhode Island College & University Public Safety Training Academy, or, in the alternative with respect to RICUPS, receive training provided by RISD or a third party which is equivalent to current RICUPS standards as they may be modified from time to time, within two (2) years of their date of hire, the cost of both of which are assumed by the College. RISD will retain sole discretion as to the determination of what shall constitute equivalent training. When an Officer reaches two (2) years of consistent service in the position of Public Safety Officer II, they shall be deemed to have satisfied the training requirements as the same relate to RICUPS certification. RISD, regardless of the above, reserves the right to mandate attendance of the RICUPS Academy or any limited portion thereof at the discretion of the Director or their designee. On the second anniversary of their date of hire, an employee who has taken the EMT licensing examination and who is awaiting the results shall be placed on unpaid leave pending receipt of those results. Such employee shall be reinstated to active employment if they receive a passing score. If such employee does not receive a passing score, their employment shall be terminated.

Notwithstanding the foregoing, the following employees shall not be required as a condition of continued employment to obtain an EMT license, provided that they remain employed in the PSO II classification: Kevin McNeil. The requirements that PSO II employees attain an EMT license and successfully complete RICUPS or equivalent training in accordance with this Article shall not apply to On-Call Public Safety Officers. The College will not pay the cost for an on-call employee who is employed as a Public Safety Officer II to obtain an EMT license or RICUPS certification, nor will it pay such costs for employees in classifications other than PSO II and PSO III. The College will sponsor an on-call employee who is employed as a PSO II or PSO III in the application process for RICUPS Training Academy if such on-call employee pays all costs associated with attending the Training Academy. The College will pay the cost for an on-call employee who is employed as a PSO II or PSO III who already holds an EMT license to renew such license as required.

18.4. Shift Differential. Employees who are regularly scheduled to work on the second shift (3 p.m. to 11 p.m.) or such other shift which the College may deem eligible will be paid a differential of seventy five cents (\$0.75) per hour for hours worked. Employees who work on the third shift (11 p.m. to 7 a.m.) will be paid a shift differential of one dollar (\$1.00) per hour for hours worked. Shift differential pay shall be included in the computation of vacation, sick and overtime for those employees who are regularly assigned to shifts for which they are regularly paid a shift differential.

An employee who is regularly scheduled to work on the second or third shift, but who is required by the College to work on the first shift either on an intermittent basis or for a continuous period of time less than four (4) weeks shall continue to receive shift differential for

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

ARTICLE XIX

RETIREMENT

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

19.2. Group Supplemental Retirement Annuity. Eligible employees are entitled to participate in the College 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, the College will offer to meet and discuss the changes with the Union.

ARTICLE XX

INSURANCE

20.1. 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 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 increase the employees' percentage share(s) of the premium(s) for the College's standard plan above the 7.5%/10%/15%/20% basis.

20.2. Flexible Spending Accounts. The College will make available to employees participation in Flexible Spending Accounts (Health Care Reimbursement Account and Dependent Care Reimbursement Account) to the 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. Dental Insurance. The College will make available to full-time employees and regular part-time employees dental insurance under such College dental insurance program, as 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. 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 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.

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

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

20.6. Group Disability Insurance. The College 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. 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 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.

20.7. Insurance Contracts Govern. It is understood that the College may not operate the insurance programs referred to in this Agreement and may maintain policies or contracts with insurance companies which will administer said programs. The benefits under said programs shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under any such plan shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

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

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

ARTICLE 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 the College has interpreted and applied this Agreement in violation of a specific provision hereof or (2) by the Union that the College 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 the College 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 a professional employee and her/his immediate supervisor or elsewhere in the College.

21.5. Submission of Grievance. A grievance shall be deemed waived unless submitted as provided in this Section 21.5 within seven (7) days of the date from the occurrence of the

action giving rise to the grievance, or 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, discipline or compensation must be submitted at Step II to the Director, or his/her designee. All other grievances must be submitted at Step I to the employee's Immediate Supervisor. Two (2) copies of the grievance shall be signed by the employee and, upon submission, shall be signed by the Immediate Supervisor or Director, 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 Immediate Supervisor shall meet with the grievant and his/her steward within five (5) days of the date the grievance is submitted and provide a written answer to the grievant within 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 Public Safety, or his/her designee within five (5) days of the Immediate Supervisor's answer at Step I. If the grievance concerns termination or discipline and has been submitted directly to the Director of Public Safety, 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 Public Safety, 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 Associate Vice President of Human Resources, or his/her designee, within five (5) days of the Director of Public Safety'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 Associate 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, it may be submitted by the Union for arbitration by written notification to the Associate Vice President of Human Resources within seven (7) days of the written answer in Step III.

The Employer 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 the College 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 the College's answer had been timely filed 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.

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 of notice of submission 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 detraction 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 the College, 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 the College to operate and manage the College. All rights, functions, prerogatives and discretions of the management of the College formerly exercised by the College are retained by and remain vested exclusively in the College, 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 the College and the Union. Without limiting the generality of the foregoing, the College reserves the right to manage and operate the College and to direct employees and assign work, including shift transfers and duty assignments; the right to determine the quality and quantity of work to be performed; the right to determine employee qualifications, including the right to prescribe standards for hire and promotion; the right to establish 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 redetermine 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 the number and location of all facilities of the College and whether the whole or any part of its operations shall continue to operate; the right to reduce the hours 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 to perform bargaining unit work, provided that they are fully qualified to do so; 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, the College agrees that it will not violate the specific provisions of this Agreement.

The College shall fulfill any bargaining obligation it may have in the event that subcontracting work results in the layoff of one or more employees.

ARTICLE XXIII

HEALTH AND SAFETY

23.1. The College shall comply with all applicable federal and state laws governing the health and safety of employees. An employee who believes an unhealthy or dangerous condition exists is responsible for reporting it to the Director of Public Safety. The College 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. Clothing and Equipment Provision. Employees shall be required to wear uniforms and equipment as selected and provided by the College and shall comply with such dress and/or grooming codes as may be established by the College. The College will provide such uniforms and equipment at its expense. Every Public Safety Officer will be issued Level IIIA ballistic body armor with two (2) Carriers, a duty belt and will be required to wear body armor while in uniform unless permission is granted by the immediate supervisor. Members will be provided with four (4) sets of basic clothing and an appropriate number of other necessary items. The College will not distribute used clothing to new employees.

All such uniforms and other equipment provided by the College shall remain the property of the College, but upon issuance shall become the responsibility of the employees to whom they are issued. Such clothing and equipment shall be used only during working hours in connection with College work. All such clothing and equipment must be returned to the College upon

termination of employment. An employee will not be required to pay the cost of replacement of any equipment which is lost, stolen or damaged, unless the College determines that the employee was at fault, in which event the College may look to any monies due the employee for satisfaction thereof. The College shall pay the cost of replacement of worn out or damaged clothing up to a maximum of \$500 annually for each Public Safety Officer II and III and up to a maximum of \$350 per year for all other employees. The College will perform periodic inspections of ballistic vests in January of each calendar year to ensure that vests that have passed the manufacturer's expiration date are promptly replaced; however, Officers bear the burden of individually monitoring the expiration dates of ballistic vests assigned to them and notifying the Director of Public Safety or their designee of those ballistic vests that will expire according to the manufacturer's standards within two (2) months of said expiration date. Clothing destroyed in the line of duty shall not count toward this cap. Further, not more frequently than once per year for each employee, the College shall pay the replacement cost for worn out or damaged boots or shoes which have been turned in to the Department. The College will replace prescription eye glasses damaged in the course of an employee's regular duties. The College reserves the right to modify the equipment based on job needs and changing professional demands. A complete list of clothing and equipment will be included in the Manual of Policies & Procedures and updates as needed.

Before making any changes in the clothing and equipment issued, the College will advise the Union and afford the Union an opportunity to meet with the College.

24.2. **Cleaning Allowance.** Effective December of 2015, the College will provide each employee with a cleaning allowance of \$100.00 per person, payable as a lump sum in the first

December payroll of each year. This amount shall be increased to \$150.00 per person effective December of 2016, and \$200.00 per person effective December of 2017.

ARTICLE XXV

IN-SERVICE TRAINING

25.1. Trainings. In-service trainings will be conducted by an employee who is properly certified or trained to conduct such training, except when the College, in its sole judgment, determines that a non-employee possesses expertise relevant to the training that a certified or trained employee does not have. Any employee who is certified and wishes to provide such training must make certain that his or her employment records include up to date certification and/or training documentation. Employees providing such in-service training shall be paid an additional two dollars (\$2.00) per hour for all hours worked in this capacity whether or not the training pay is acquired via normal shift or the result of overtime.

Notwithstanding the foregoing, an employee who, in the six (6) month period prior to the expected date of in-service training, has received a written warning regarding his/her performance or conduct in an area related to the subject of the training, or two (2) or more written warnings regarding acts or omissions of a more than minor nature regardless of whether they were related to the subject of the training, or a suspension or any other discipline more severe than one (1) written warning, will not be designated to conduct a training.

Field training Officers will receive an additional one dollar and fifty cents (\$1.50) per hour while training newly hired employees.

25.2. Newly Hired Public Safety Officers. All newly hired Public Safety Officers must successfully complete the Field Training Officer (FTO) Program. The FTO Program shall

conform to the Department's FTO Policies and Procedures, which shall require, at a minimum, the following training: basic first aid, CPR/AED, chemical spray, handcuffing, baton, radio procedures, defensive tactics, environmental health and safety, and campus fire safety.

Newly hired Public Safety Officers may not participate in vehicle or foot patrol training until they have successfully completed the training modules identified in the Field Training Program Policies and Procedures as prerequisites for participating in vehicle or foot patrol training. The Department shall not modify the provisions of the FTO Program addressing prerequisites for participating in vehicle or foot patrol training without first meeting with the Union to discuss the proposed changes.

25.3. Mandatory Nature, Notice and Pay. Employees will be required to attend trainings designated as mandatory by the Director or his/her designee at times scheduled by the Department unless excused in advance by the Director of Public Safety or his/her designee in his/her sole discretion. When the Department has control over the timing of such training, it will provide as much advance notice as reasonably practicable, but not less than ten (10) days advance notice. When the scheduling of such training is not within the control of the Department, employees will be given as much advance notice as is reasonably practicable.

Attendance at such trainings shall be considered time worked for pay purposes and will be paid at straight time if the employee is on duty. Mandatory training during hours when an employee is not scheduled to work shall be paid at the rate of time and one half, with a minimum of four hours.

ARTICLE XXVI

EDUCATION

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

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

26.3. Continuing Education. At the conclusion of their probationary period, full-time and regular part-time employees who are regularly scheduled to work at least twenty (20) hours per week, and members of the respective families of such employees as set forth herein, may take courses at reduced fees in the College's Continuing Education program. For purposes of

this section, member of the family shall mean an employee's husband, wife, domestic partner, and dependent child. In addition, children of such employees may take Museum of Art children's classes at reduced fees. These benefits are available to employees for so long as and to the same extent that they are available to eligible non-bargaining unit employees.

26.4. 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 the College's loan program for so long as and to the same extent that this program is available to eligible non-bargaining unit employees. Details of the program, as it may change from time to time, are available in Human Resources.

ARTICLE XXVII

MISCELLANEOUS BENEFITS

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

27.2. Emergency Closing Pay. The College's Emergency Closing Pay Policy shall apply to employees. In the event that the College closes due to an emergency situation (e.g., hurricane, snow storm), employees that the College deems essential shall be required to work. The determination of whether there is an emergency closing on a weekend will be made (i) by, for the purposes of this Agreement only, the Public Safety Chief; or (ii) if the Governor, at the time in question, declares a state of emergency. Essential employees who report to work in an emergency closing situation shall be paid in accordance with the College's Emergency Closing Pay Policy 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.

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

ARTICLE XXVIII

INDEMNIFICATION

28.1. The College will indemnify employees to the extent permitted by the College'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 the College'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. The College 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, the College 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.

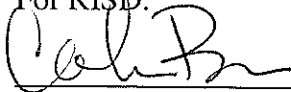
ARTICLE XXXI

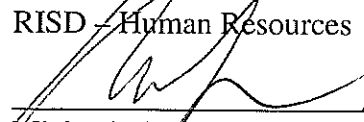
DURATION

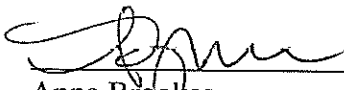
31.1. Duration. Except as expressly set forth in this Agreement, this Agreement shall be effective as of July 1, 2021, and shall remain in full force and effect until 12:00 p.m., June 30, 2024, and shall automatically be renewed from year to year thereafter, unless written notice is given by either party to the other, by registered or certified mail, at least sixty (60) days prior to the expiration date, that termination or modification of this Agreement is desired.

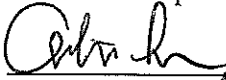
IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this 12th day of October, 2021.

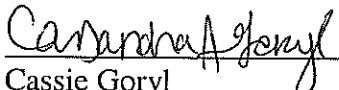
For RISD:


Candace Baer
Vice President
RISD – Human Resources
Date: 10/12/21



Michael Fitzpatrick, Jr.
Director – Labor Relations
RISD – Human Resources
Date: 10/12/2021


Anna Brookes
Interim Director – Public Safety
RISD – Campus Services
Date: 10/12/21


~~Anthony Sousa~~ Anthony Sousa
Lieutenant – Public Safety
RISD – Campus Services
Date: 10/12/21


Cassie Goryl
Business Partner
RISD – Human Resources
Date: 10/12/21

For UNION:


Regina Packer, Jr.
President
Public Safety Officers' Association
Date: 9/28/2021

APPENDIX A
TIME-IN GRADE POLICY
EFFECTIVE 7/1/2021 TO 6/30/2024

Public Safety Officer II – Grade 5

A. New Hire at Minimum

- Upon hire will be paid at the minimum rate of \$18.50 unless the employee possesses significant outside experience and qualifications (e.g., EMT or RICUPS).
- Upon attainment of one (1) year of employment, the employee will be moved to the one (1) year rate of \$18.68.
 - Between date of hire and two (2) years of employment, the employee is required, as a condition of continued employment, to attain both RICUPS or equivalent training as provided by RISD and/or a third party in accordance with Article 18.3 of this Agreement, and EMT (which includes notification that successfully passed the national examination); upon attainment of these qualifications, employee will be placed at the minimum Public Safety Officer III rate of \$20.75.
 - Should an employee obtain the required qualifications prior to two (2) years, he/she will be moved to the minimum Public Safety Officer III rate of \$20.75.
- During any point in this progression, should the employee obtain either an EMT, RICUPS, or RICUPS equivalent training as determined by RISD in its sole discretion, the employee will maintain his or her hourly rate but shall receive an additional fifty cents (50¢) per hour (flat rate).
- All other requirements set forth above apply (Employee will have two (2) years from date of hire to obtain both RICUPS, or equivalent training as determined by RISD in its sole discretion, and EMT).

Public Safety Officer III – Grade 4

- Employees who are advanced from PSO II to PSO III must have completed either RICUPS or equivalent training as determined by RISD in its sole discretion, and EMT training (which includes notification that successfully passed the national examination). New hires that have been hired into PSO III must have completed both RICUPS and EMT training (which includes notification that successfully passed the national examination).
- New hires will remain at the minimum rate of \$20.75 for fifty-two (52) weeks.

Lead PSO – when a uniformed sergeant, lieutenant, Director or police officer is not on duty, the most senior officer on duty shall receive a pay differential of \$1.50/hour and may be assigned administrative duties by the Chief.

APPENDIX B

VOLUNTARY CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby voluntarily authorize the College 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 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 Union and the College at least sixty (60) days, but not more than seventy-five (75) days, before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____

Address _____

City _____ State _____ Zip Code _____

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

APPENDIX C
GRIEVANCE FORM

Grievant _____ Date _____

Grievance No. _____

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 _____

APPENDIX D

RHODE ISLAND SCHOOL OF DESIGN DEPARTMENT OF PUBLIC SAFETY

SHIFT SUBSTITUTION PROCEDURE

Full-time employees covered by the Agreement may be allowed to substitute shifts in accordance with the following procedures:

1. Submit a completed Shift Substitution Form to the Director or his/her designee for approval at least two (2) business days prior to the date of the requested trade, except in emergencies where it is impossible to submit the Shift Substitution Form two (2) business days in advance, in which case the Shift Substitution Form must be submitted as soon as possible, but no later than eight (8) hours prior to the start of the affected shift. A completed Shift Substitution Form will include the signature of both employees.
2. The Director or his/her designee will respond to the request at least twenty-four (24) hours prior to the beginning of the applicable shift; provided, however, that in the event the employee does not submit the Shift Substitution Form at least two (2) business days prior to the date of the requested trade, the Director or his/her designee will respond to the request as soon as practicable. The shift substitution request of any employee may be denied for cause or operational requirements. Shift substitution can be granted with shorter notice and shall not be unreasonably denied.
3. Shift substitutions must occur during the same work week.
4. All shift substitutions must result in proper EMT coverage.
5. Shift substitutions will not be allowed for the purpose of avoiding discipline or engaging in outside employment.
6. Employees will be held accountable for shifts they agree to cover. The College reserves the right to suspend or terminate an employee's ability to participate in future shift substitutions for cause.
7. Failure of an employee to show for an agreed shift substitution and/or a shift substitution which results in the payment of overtime for any calendar week as a result of an employee working more than eight (8) continuous hours when substituting for another employee may result in the suspension or termination of employee's ability to substitute and/or disciplinary action.
8. Shift substitutions may not be used for the purpose of reconfiguring shifts. Submission of more than three (3) consecutive shift substitutions will constitute reconfiguration of shift and will only be permitted for training or for extraordinary circumstances at the discretion of Management.
9. If any issues arise by virtue of this provision, the parties agree to meet and attempt a resolution. In any event, the application of this provision is not grievable or arbitrable, except with regard to disciplinary action and alleged violations of Article V of the Agreement.

**RHODE ISLAND SCHOOL OF DESIGN
DEPARTMENT OF PUBLIC SAFETY
SHIFT SUBSTITUTION FORM**

Complete the following information and submit the form for approval to the Director or his/her designee in accordance with the Shift Substitution Procedure:

Please print or type.

Name of individual requesting shift substitution _____

Date/ Shift currently scheduled _____

Date/ Shift requesting to work _____

Name of individual agreeing to shift substitution _____

Date/Shift currently scheduled _____

Date/Shift agreeing to work _____

Reason for request:

I have read the Shift Substitution Procedure and agree to its terms and conditions:

Signature of Individual Requesting Shift Substitution Date

Signature of Individual Agreeing to Shift Substitution Date

Submit completed form to the Director or his/her designee for approval.

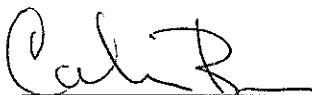
Signature of Director or Designee Date

All requests are subject to the Agreement and Shift Substitution Procedure.

MEMORANDUM OF UNDERSTANDING

RISD recognizes the desire of the UNION to seek and discuss clarity with respect to current contractual language regarding scheduling and other related issues. The PARTIES hereby commit to meet periodically over the course of this contractual term to discuss these matters, to include but not be limited to, broader use of RISD's electronic software programs, which may or may not result in a Memorandum of Agreement outside of the Collective Bargaining Agreement, executed by the PARTIES.

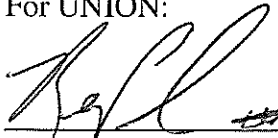
For RISD:



Candace Baer
Vice President – Human Resources
RISD

10/12/21
Date:

For UNION:



Reginald Packer
President
Public Safety Officers' Association

9/28/21
Date: