

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**BRYANT UNIVERSITY**

**and**

**UNITED SERVICE and ALLIED WORKERS  
of  
RHODE ISLAND**

**March 1, 2012 - February 28, 2017**

	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Affirmative Action	VII	2	8
Agreement:			
Date Entered Into			1
Effective Date and Duration	XII		25
Arbitration	IV	2	6
Bargaining Unit Work	XI		25
Bereavement	VIII	11	17
Bulletin Boards	VII	10	11
Classification (Pay Rate)	IX	1	24
Continuous Working Hours	VII	5	9
Death in Family (See Bereavement)	VIII	11	17
Dental Insurance	VIII	14B	19
Disability Insurance, Long-Term	VIII	16	20
Discharge Cases, Special Grievance Procedure	IV	3	7
Discrimination (Affirmative Action, Equal Employment Opportunity)	VII	2	8
Dome Windows	VIII	20	22
Draft (Military Leave)	VIII	17	20
Dues Deduction	II	3	3
Employment Management	III	1	3
Employment, Transfer, Promotion	VII	3	8
Equal Employment Opportunity	VII	2	8
Full-time Regular Employee	III	4	5
Furniture, Moving	VII	9	11
Grievance, Definition	IV	1	5
Grievance, Discharge Cases	IV	3	7
Grievance, Employee's Right to Present Indiv. Griev.	IV	4	7
Grievance, Pay for Work Time	IV	5	7
Grievance, Procedure	IV	2	6
Health Insurance, Medical	VIII	14A	18
Health and Safety	VII	4A	9
Holiday Leave	VIII	3	14
Indemnity	II	2	3
Infirmity Facilities (Health Services)	VIII	19	22
Insurance Carrier Selection	VIII	22	22
Jury Duty	VIII	12	17
Layoff	III	2A	4
Leave Without Pay (Unpaid Leave)	VIII	18	20
Maternity Leave	VIII	18A	20
Union Business	VIII	18B	21
Union Business	I	3	2
Other Leaves	VIII	18C	21
Benefits	VIII	18D	21
Union Conventions	VIII	18E	21

	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Life Insurance, Group	VIII	15	20
Lockouts, Strikes	V		8
Lunch Periods (Continuous Working Hours)	VII	5	9
Maternity Leave	VIII	18A	20
Medical Insurance	VIII	14A	18
Moving Furniture	VII	9	11
Negotiations	VI		8
Notice of Intention to Leave	VIII	8	16
Overtime Compensation (Regular Work Week)	VII	6	10
Overtime on Recall	VIII	9	16
Part-time Regular Employee	III	5	5
Part-time Employees	VII	7	11
Pay, for Grievance Time	IV	5	7
Pay, for Sick Leave	VIII	1	11
Pay Period	VII	8	11
Pay Rates	IX	1	24
Pension (Retirement)	VIII	4	15
Personal Leave (see Vacation and/or Personal Leave)	VIII	2	13
Probationary Period	III	3	5
Promotions (Employment, Transfer, Promotion)	VII	3	8
Recognition of the Union	I	1	1
Regular Work Week	VII	6	10
Reserve Duty	VIII	13	17
Resignations (Notice of Intention to Leave)	VIII	8	16
Rest Period	VII	5	10
Retirement	VIII	4	15
Safety Committee	VII	4B	9
Seniority (See Layoff)	III	2	4
Severance Pay (Dismissal)	VIII	7	16
Shift Differential	IX	1	24
Sick Leave with Pay	VIII	1	11
Skills Pay	IX	1	24
Stand-by	VIII	10	17
Stewards	I	2	2
Storm Protection	VIII	5	16
Strikes – Lockouts	V		8
Subcontracting	X		25
Temporary Employee	III	6	5
Transfers	VII	3	8
Tuition Assistance	VIII	21	22
Uniforms	VIII	6	16
Union Recognition	I	1	1
Unpaid Leave	VIII	18	20
Union Business	I	3	2

Union Business	VIII	18B	21
Union Conventions	VIII	18E	21
Union Membership	II	1	2
Vacation and/or Personal Leave	VIII	2	13
Work-Related Licenses	VII	3A	9
Work Week, Regular	VII	6	10
Working Conditions	VII	1	8
Working Hours, Continuous	VII	5	9
Warnings	IV	6	7

**Appendices**

Appendix A: Memorandum of Agreement on Scheduling of Blocked-Out Periods	27
Appendix B: Side Letter on the Hiring of Temporary Employees	28

## **AGREEMENT**

THIS AGREEMENT entered into this 1st day of March, 2012, by and between BRYANT UNIVERSITY, of the Town of Smithfield and County of Providence, State of Rhode Island, hereinafter called the "University," and the UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND, hereinafter called the "Union".

## **WITNESSETH**

It is the intention of the University and the Union in entering into this Agreement to promote good relations among the University, the Union, and the employees of the University represented by the Union. It is the further intent of the Union and the University to continue to work together to provide and maintain mutually satisfactory terms and conditions of employment, to prevent as well as adjust misunderstandings or grievances relating to employment and to provide that there shall be no interruption in work but that any misunderstandings as to the interpretation and application of the terms of this Agreement which arise between the Union and the University or the employees and the University, shall be resolved, adjusted, and settled in accordance with the procedures set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of their mutual assent hereto as to the terms and provisions of this Agreement between them, the University and the Union agree as follows:

## **ARTICLE I**

**Section 1. Recognition of the Union.** The University recognizes the Union as the sole collective bargaining agency for maintenance employees, locksmiths, grounds workers, custodian employees, truck drivers, housekeepers and parking lot attendants, excluding all other employees, office clerical employees, professional employees, guards and supervisors, as defined in the National Labor Relations Act, and those who are casual workers on a day-to-day basis, for the purpose of all bargaining with respect to wages, hours and working conditions. The University accordingly will make reasonable arrangements to enable representatives of the Union to confer with representatives designated by the University during normal working hours. The University recognizes the right of the Union to represent any of the employees for collective bargaining and in dealing with individual grievances.

**Section 2. Stewards.** The Union shall be allowed three stewards, one of whom shall be Chief Steward. The Union shall advise the University in writing as to which employees(s) it has designated as stewards(s) and shall further advise the University in writing in the event an employee is no longer a steward, as well as to the identity of any replacement steward. Only employees so designated shall be entitled to exercise the rights enumerated in this Section. All stewards shall have superseniority in their classifications for purposes of layoff. A steward of the Union wishing to confer with an employee on Union business during working hours shall make arrangements to do so with the Director of Facilities Management or his/her designee. The Chief Steward shall be allowed, subject to prior arrangements with the Director of Facilities Management or his/her designee, without loss of his/her pay, a maximum of three hours of regular working time per month, to confer with Union members on Union business on campus during normal working hours. The other two Stewards shall be allowed, subject to prior arrangements with the Director of Facilities Management or his/her designee, without loss of his/her pay, a maximum of two hours of regular working time per month, to confer with Union members on Union business on campus during normal working hours.

**Section 3. Union Business.** The Union President or another Union officer, who is employed by the University, may be designated by the Union as Chief Steward and such designation shall be in writing from the Union to the Associate Vice President for Human Resources. In the absence of the Chief Steward the steward may be designated, in writing to the Associate Vice President for Human Resources, as interim Chief Steward and as such, will be allowed to use the Chief Steward's allocated time for union business.

## **ARTICLE II**

**Section 1. Union Membership.** All present employees of the University covered by the terms of this Agreement shall become and remain members of the Union in good standing as a condition of continued employment during the term of this Agreement thirty-one (31) days after the date of execution of this Agreement or its effective date, whichever is later. All new employees and those employees presently employed by the University who are in probationary periods shall become and remain members of the Union in good standing as a condition of employment during the term of this Agreement upon the completion of thirty-one (31) days of employment or such effective or execution date, whichever is the latest. The obligation to become a member of and to maintain good standing in the Union is defined as the duty to tender periodic dues and the initiation fee by each employee, uniformly required as a condition of acquiring or retaining membership in the Union.

The Union will accept as members all present and future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall charge that any employee covered by this Agreement who has become a member of the Union in good standing, has failed to remain a member of the Union in good standing during the term of this Agreement as

required by Paragraph 1 of this Section 1, or that any employee covered by this Agreement has failed to become and remain a member of the Union in good standing during the term of this Agreement as required by Paragraph 1 of this Section and shall request the discharge of such employee, the University and the employee shall be so notified by the Union in writing, and the University shall have thirty (30) calendar days following receipt of such notice within which to discharge such employee. If during such thirty-day period the employee shall pay or tender his/her initiation fees and/or delinquent dues, as the case may be, the University shall not be required to discharge such employee.

In the event the Union fails to notify the University and the member as aforesaid within ninety (90) calendar days of the date when the earliest defaulted dues of such member first became due and payable, the University shall not be required to dismiss the defaulting member from employment on the ground of failure to maintain Union membership.

**Section 2. Indemnity.** The Union shall indemnify and save the University harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the University in fulfilling the requirements of Article II, Section 1.

**Section 3. Dues Deduction.** Upon receipt of a valid assignment in writing, in a form approved by the University, executed by an employee assigning a portion of his/her wages to the Union for payment of dues, the University shall cooperate with the Union in the collection of its dues by recognizing such assignment and by deducting from the wages paid each employee who makes such assignment, each and every payday starting with the first regular payday in each calendar month, an amount equal to 1/52nd of the annual dues deduction. Said deductions shall begin on the first such regular University payday in the calendar month after receipt by the University of said assignment and shall continue thereafter so long as specified in the assignment or until receipt of instructions from the assignor to the contrary. If a dues deduction is scheduled to be made during a pay period an employee is on paid vacation, the dues shall be deducted from his/her vacation pay. All sums so assigned shall be paid by the University to the Union on a monthly basis the month following the month in which deducted.

### **ARTICLE III**

**Section 1. Employment Management.** The parties agree that operation of the University, including supervision of the employees and of their work, is a right of the University. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to assure orderly and effective work; the determination of what duties shall be performed and of employee competency; the hiring, transfer, promotion, demotion and layoff or discharge of employees for just cause without regard to Union membership and without unlawful discrimination; and the right to discuss terms and conditions of employment directly with employees and to inform them directly

concerning employment matters, are privileges of the University. The University, at its discretion, may employ its students without reference to this Agreement.

**Section 2. Seniority.** A seniority listing, by classification, will be maintained by the University, listing all employees covered by this Agreement, and upon request, but not more often than once a year, the Union may obtain a copy thereof. The University will recognize the seniority principle with respect to regular employees, and when the qualifications such as ability, training, skill and other relevant qualities are considered equal, for the purposes of transfers or promotions, the University will give preference to the employee having the longest service with the University. The determination by the University of the qualifications of its employees shall be final in all matters and shall not in any case be interpreted to constitute a grievance, unless the Union employee alleges that the University's determination is arbitrary and capricious, in which case the employee will be allowed to prove his/her claim through the grievance procedure.

**Section 2A. Layoff.** In the event of a layoff, the principle of seniority shall govern. Seniority shall be defined for this purpose as the total length of service in a classification at Bryant University. Employees laid off from their classification shall have the right to displace a junior employee, that is, an employee with lesser seniority, in an equal or lower classification provided they previously held that classification during their current period of continuous service. When recalling takes place, those regular employees laid off last in their classification shall be recalled first, provided that each such employee shall accept the recall within three (3) working days after notice and shall report for work within fourteen (14) working days after notice that he/she will be recalled. No new employee shall be hired in a classification until the list of qualified employees in that classification has been first exhausted.

An employee who has been employed for ninety (90) calendar days or more shall not be laid off without two weeks prior notice unless paid wages for two standard work weeks. However, an employee who is laid off and is re-employed with the University or with a successor employer within one week of the layoff is not eligible for the benefit stated in the preceding sentence.

Seniority shall be considered lost in the following circumstances:

1. Upon voluntary termination of employment.
2. Upon discharge for just cause.
3. Upon the employee's failure to accept recall or report to work upon recall as set forth above.
4. Upon an employee's failure to return upon the expiration of a leave of absence.
5. Upon the expiration of a continuous period of layoff of one year.
6. Absence of three (3) consecutive working days or more if the employee has not contacted the University at the time of the absence(s), unless excused by the University for exigent circumstances. If an employee can show good cause for failure to notify the University of absence of three (3) consecutive working days or more, or failure to return to work upon expiration of an

approved leave of absence, the employee's seniority shall be reinstated pursuant to this agreement.

In cases of layoff, the University shall provide health insurance through the end of the next month following the date of layoff. No other benefits provided in this Agreement will be paid or provided during the period of layoff.

**Section 3. Probationary Period.** The provisions of this Agreement shall not apply to any employee during the first ninety (90) days of actual work which shall be a probationary period. Seniority of a full-time employee retained in the employment of the University after the first ninety (90) days of actual work shall be retroactive to the date of his/her employment. There shall be no recourse for termination of the employment of an employee during his/her probationary period.

Upon completion of the probationary period as it may be extended through mutual agreement between the University and the Union, an employee will be advised as to his/her job classification and rate of pay and become a "regular employee" under this Agreement.

**Section 4. Full-time Regular Employee.** For the purpose of this Agreement, a full-time regular (not temporary) employee covered by this Agreement, after the completion of a probationary period, is defined as one who is engaged with mutual understanding that he/she will be continuously employed for more than ninety (90) calendar days if his/her work is satisfactory to the University and who works at least a scheduled twenty-five (25) hour work week.

**Section 5. Part-time Regular Employee.** For purposes of this Agreement, a part-time regular (not temporary) employee shall be defined as one who is employed less than a scheduled twenty-five (25) hour work week and will be continuously employed for more than ninety (90) calendar days if his/her work is satisfactory to the University.

**Section 6. Temporary Employee.** A temporary employee who becomes a regular employee after continuous service shall receive retroactive seniority to date of hire for purposes of promotion and layoff only.

## **ARTICLE IV**

**Section I. Definition of Grievance.** A grievance is a complaint by an employee(s) or the United Service and Allied Workers of Rhode Island that there has been a misinterpretation, misapplication, or alleged violation of any of the terms of this Agreement or that an employee(s) had been treated unfairly or inequitably under this Agreement.

**Section 2. Grievance Procedure.** This Agreement sets forth the basic terms and conditions of employment, and is intended to continue the present and good relations between the University, its employees and the Union; the representatives of both agree to make prompt and earnest efforts to settle grievances.

During the consideration of a grievance no one concerned therewith, either directly or indirectly, shall utilize any coercive or retaliatory measures to attempt to influence any party involved. Except as provided thereafter, all grievances shall be handled as follows:

Step 1. The Union Steward and the employee shall take up the matter with the employee's immediate supervisor and/or designee within three (3) working days after the occurrence first giving rise to the grievance. If the matter is not settled within that period of time, the Steward will submit the grievance to the immediate supervisor and/or designee in writing within three (3) working days thereafter, which written grievance shall explain as specifically as possible the nature of the complaint and the contract provision affected. The supervisor and/or designee shall give a written answer to the written grievance.

Step 2. If the matter is not settled as a result of Step 1, or if the Step 1 answer of the supervisor is not submitted to the Steward within three (3) working days of receipt thereof, the Steward may submit the written grievance and the Step 1 answer, if any, to the Director of Facilities Management or his/her designee within five (5) working days, and request a meeting with the Director of Facilities Management or his/her designee and the aggrieved employee within two (2) working days. The Director of Facilities Management or his/her designee shall give a written answer within five (5) working days following the meeting.

Step 3. If the matter is not settled in Step 2, the Union within three (3) working days may request, in writing, a meeting with the Assistant Vice President of Campus Management or his/her designee and the Associate Vice President for Human Resources or his/her designee to take place within five (5) working days from said request. The aggrieved employee may attend this meeting at the request of either party. The University's decision shall be given within thirty (30) calendar days after the third-step meeting.

Step 4. If settlement is not reached in Step 3, and if the matter in dispute involves the interpretation or application of this Agreement, then either party may, by written notice to the other, demand that the grievance be submitted to arbitration provided that such notice is given within thirty (30) calendar days after the University has given its decision in Step 3. The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within five (5) working days, the matter shall be submitted to an arbitrator appointed under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of the Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties. It is agreed that in the event of any failure of the grieving party of the Union to comply with the time limits set forth in the steps of the grievance procedure, the grievance shall be construed as having been withdrawn, unless the time limits set forth herein are extended by mutual agreement. The term

"working day" as used in this Article shall mean any calendar day other than a Saturday, Sunday, or any holiday referred to in this Agreement.

**Section 3. Special Procedure in Discharge Cases.** The procedure set forth in Section 2 above will be modified in discharge cases as follows:

- a) Step 1 will be omitted and the grievance will be referred directly to Step 2 in writing, within five (5) working days after discharge.
- b) The Step 3 meeting will be held within three (3) working days after having been requested.
- c) The University's answer in Step 3 will be given within ten (10) working days after the meeting.
- d) Otherwise, the procedure will be as above.

If it is ultimately decided that the discharge was unjust, the employee shall be reinstated without loss of pay.

**Section 4. Employee's Right to Present Individual Grievances.** The Union and the University jointly acknowledge the right of any of the employees covered by this Agreement to present individual grievances directly to his/her immediate supervisor and to work out the settlement of such individual grievances. This right shall not be interpreted to include decisions on wages, hours, and working conditions which affect the Union as a whole, or any Division as a whole, or which are contrary to the provisions of this Agreement.

**Section 5. Pay for Grievance Time.** Where Step 1, 2 and 3 of the grievance procedure take place during working hours, the University will pay for any regular straight-time wages actually lost by the Steward and the employee(s) involved in the grievance meetings. The University shall not be bound to pay for the time lost in attending Step 4 of the grievance procedure.

**Section 6. Warnings.** A copy of any written warning issued to an employee will be forwarded to the Union Business Agent, provided the employee authorizes the University, in writing, to do so. Warnings shall become invalid after three (3) years if there are no recurrences of the type of incident involved, at which time employees may request that such warnings be removed from their personnel files.

## **ARTICLE V**

**Strikes - Lockouts.** It is agreed between the parties that during the term of this Agreement or any renewal, or extension hereof, whether or not there be a grievance dispute pending, there shall be no strike, lockout, slow down, or stoppage of work, sit-in, demonstrations, displays, banners, picketing or advertisement.

## **ARTICLE VI**

**Negotiations.** In case of any failure of the University and a negotiating committee of the Union to agree upon matters of concern to the general membership of the Union, the proposals and counterproposals under discussion may be submitted in writing by either the University or the Union to all employees covered by this Agreement.

## **ARTICLE VII**

**Section 1. Working Conditions.** The University agrees to maintain the provisions in this Article relating to working conditions insofar as circumstances permit. If circumstances develop which, in the judgment of either the University or the Union, warrant changes in these provisions, readjustments shall be worked out through the process of collective bargaining. Since changes may be warranted by circumstances beyond the control of either the University or the Union, either is entitled to request consideration of proposals to revise these provisions at any time. Such requests are to be made in writing, and agreed changes may be made without the necessity of otherwise revising this basic contract.

**Section 2. Equal Employment Opportunity.** The University and the Union agree that there shall be no discrimination against any employee in violation of federal or state law. It is agreed that any such complaints of such discrimination shall be pursued under the provisions of the applicable statute, notwithstanding the provisions of this Agreement. All recruiting shall be undertaken in accordance with Bryant University's Affirmative Action Plan.

**Section 3. Employment, Transfer, Promotion.** Qualified present employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement. Whenever it is necessary for the University temporarily to transfer an employee to another job, the employee shall receive either his/her regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred shall be entitled only to the rate of pay for the jobs to which they are transferred.

In addition to the foregoing, it is agreed that a referral plan for promotion shall be maintained, for consideration by the University in the event a vacancy occurs which can be filled by promotion. The University, however, may fill all such vacancies at its discretion irrespective of said referral plan. Referral cards for the employees seeking

promotions will be made available through the Union Stewards and the University's Human Resources Office.

All bargaining unit job vacancies which result from acquisition of a new building, termination, retirement or death, will be posted.

The University will furnish to the Union at the time dues deduction remittance is made under Article II, Section 3, a list of newly hired employees, their social security numbers, dates of hire, job classifications, and rates of pay as well as a list of terminated employees and employees on leave of absence.

**Section 3A. Work-related Licenses.** When a position requires a work-related license, the University agrees to pay for such license renewal. The University also agrees to pay fees for any federal, state or other training required to maintain the license.

If a HVAC worker holds a pipe fitter and/or refrigeration license, which is not a requirement of the position, the University will pay for the license renewal in one of those categories of licensure per individual HVAC worker, at the time of such license renewal.

**Section 4A. Health and Safety.** The University shall continue, as heretofore, to comply with legal regulations, whether heretofore or hereafter made, governing safety of working conditions, and will otherwise provide so far as possible for protection of the health and safety of the employees. The Union agrees that the employees shall, as a condition of employment, observe reasonable safety rules. Specifically, employees shall immediately report to their Supervisor, or the Safety Representative of the University, any unsafe conditions or accidental injury and shall comply with rules requiring medical examination or treatment. Employees shall be free to consult their own physicians without cost to the University, but in any case of accidental injury the University shall in no way be obligated to accept the opinion of physicians not retained by the University.

**Section 4B. Safety Committee.** One Union member may be selected to serve on the University Safety Committee. The Union will nominate members, in writing, to the Director of Facilities Management and/or designee for consideration and possible appointment to the Committee.

**Section 5. Continuous Working Hours.** The number of hours worked in a day or night shift period shall be worked continuously with the exception of the lunch period. Subject to the foregoing, the University shall have the right to fix and from time to time to change the work hour schedules except that the University will notify the Union of its intent to change a shift schedule at least two weeks in advance, and will also post a

notice in the work area affected at least two weeks in advance of the change becoming effective.

Every employee who works more than a scheduled thirty (30) hours per week shall have a lunch period in each scheduled work day of one-half hour. Any employee, whatever his/her scheduled work week, shall have a lunch period of one-half hour on a day he/she is scheduled to work more than six (6) hours. All lunch periods may be scheduled by the University.

One rest period of fifteen minutes shall be granted to each employee during his/her regularly scheduled shift at a time selected by the University.

**Section 6. Regular Work Week.** The regular work week shall consist of five (5) eight (8) hour days, making a total of forty (40) hours per week. All work in excess of forty (40) hours within the normal week, or in excess of eight (8) hours per day shall be paid for at the rate of time and one-half the individual employee's straight-time hourly rate. Work on the sixth and seventh consecutive day within the work week shall be compensated for at time and one-half. Time off for holidays, vacations, family death and sick leave under this Agreement will be considered hours worked for purposes of computing weekly overtime compensation. Employees will be entitled to have two (2) consecutive days off, such days off to be scheduled by management. No employee shall receive overtime pay unless overtime work has been authorized by the designated supervisor. Opportunities for overtime will be equalized insofar as practicable between employees fully qualified to perform the work within their respective classification, by shift, provided however that the obligation to equalize overtime shall not apply in cases involving continuation of work begun during the regular shift. Procedures agreed upon between management and the Union will be followed.

The work week for record purposes shall be Sunday to Saturday, inclusive, with Monday to Friday, inclusive, eight (8) hours per day being the normal work week.

There shall be no pyramiding of overtime pay, and hours paid at overtime rates on one basis shall not be paid, or used to calculate, any additional overtime pay on another basis.

It is agreed that employees will perform overtime work as required by the University, provided reasonable notice of overtime assignments is given to the employees except in emergency situations. Employees may be excused from the performance of overtime work only for sufficient cause under the circumstances.

Employees who are required to work when the University closes for inclement weather and actually do so shall receive comp time, based on hours actually worked, up to a maximum of eight hours, to be taken at a later date as approved by the University.

**Section 7. Part-time Employees.** The only provisions of this Agreement which shall apply to regular part-time employees, that is, those who work a regularly scheduled work week of less than twenty-five (25) hours, shall be Articles I and II; Section 1 and the first paragraph of Section 3 of Article III; Articles IV and V; Sections 2 and 4 of Article VII; and Sections 5, 6, 8, 9, 11, and 17 of Article VIII.

**Section 8. Pay Period.** The pay period shall be a weekly period with payment to employees on the first Friday following any given pay period. Employees hired on or after April 1, 2004, shall be paid by direct deposit to a financial institution. Such employees shall execute direct deposit authorizations on a form provided by the University.

**Section 9. Moving Furniture.** No individual employee shall be required to move furniture for a period of more than four (4) consecutive hours in any one day unless such employee volunteers to move furniture for longer than the four (4) hours.

**Section 10. Bulletin Boards.** The Union shall have the privilege of posting notices to be agreed upon with the University, on designated bulletin boards.

## **ARTICLE VIII**

**Section 1. Sick Leave with Pay.** Any full-time employee shall be granted reasonable leave of absence in case of sickness, whether or not caused by accident, and no absence on paid sick leave shall affect seniority rights, or the accumulation of vacation eligibility. Employees on such leaves shall receive pay at their regular straight-time rates (but without duplication of payments required under Workers' Compensation or any other law), for the cumulative period specified below, depending on the employee's continuous length of service from date of last entering employment by the University, for any sickness in any year beginning on January 1 and ending on the following December 31.

Any full time employee who qualifies for and receives Worker's Compensation (W.C.) weekly benefit payments shall utilize, after the applicable waiting period, his/her accrued sick leave as a supplement to such payments. Accrued sick leaves shall be paid in an amount equal to the difference between the employee's gross pay for a normal work week and his/her weekly W.C. payments.

Any full time employee who qualifies for and receives Temporary Disability Insurance (T.D.I.) weekly benefit payments shall have the option to utilize his/her accrued sick leave, up to their regularly scheduled hours per day, subject to timely notification to the University.

Sick leave shall be accrued. Full-time employees (not temporary) shall be eligible for sick leave on the following schedule:

At the Conclusion of a Successful Probationary Period Days Per Year

10

Up to five (5) of the ten (10) sick days can be used to care for ill members of the employee's immediate family, that is, spouse, parent or step-parent, child or step-child or other member of the employee's immediate household. One (1) of the employee's available sick days may be attributable to illness during an emergency (snow, hurricane, other). The University reserves the right to require that a certification of a physician be furnished by the employee for 3 or more consecutive work days of illness or when a reasonable question of misuse occurs. Subject to the foregoing, when the University requires a physician's certification for single day absences due to illnesses which occur on work days, the University will reimburse up to a maximum of \$15 physician co-pay upon presentation of satisfactory documentation.

The Union agrees to cooperate with the University to prevent abuses of sick leave. Abuse by an employee of sick leave shall be grounds for disciplinary action or discharge.

Bargaining unit members (excluding members who have been employed less than one (1) year) who use three (3) or fewer sick days during a calendar year, will earn two (2) additional personal/vacation days to be used during the following year.

Any allowable sick leave unused shall not be added to any vacation, termination or severance pay period. Sick leave may be accumulated to 150 days. The number of days and maximum amount of sick leave on the accumulated basis will not exceed the days specified in the above schedule. Sick leave will cease when LTD begins.

Full-time employee(s) shall be granted sick leave in case of illness, whether or not caused by accident without affecting seniority rights. Employees on such leaves shall receive pay at their regular straight-time rates up to the maximum earned sick-leave hours available. A regular employee who is entitled to Workers' Compensation due to any injury sustained while employed with the University shall receive, while absent because of this disability, the difference between his normal weekly straight-time and weekly disability benefits as sick-leave payments. Such payments shall continue until the employee's allowable sick-leave pay has been used, and shall be charged to allowable sick leave to the extent paid. For each week that such sick-leave payments are paid, the University shall verify the employee's weekly Workers' Compensation benefits.

The University shall not, however, be obligated to grant or continue any leave of absence for illness with or without pay, unless the necessity therefore is supported by a certificate of a physician furnished by the employee, at reasonable intervals, as to his/her physical condition. The University shall in any case have the right, at any time and from time to time, to require an employee to submit to an examination by a

physician retained by the University, both as to the question of the existence of and duration of any cause of any absence.

In view of this provision for sick leave with pay, other employees shall give reasonable assistance in covering, at straight time rates of pay, the duties performed by employees on sick leave. The Union agrees that in case of absence due to illness, accident, or unforeseen emergency, employees shall call their supervisor as soon as possible, preferably no later than one hour prior to the employee's scheduled starting time. After hours or when the supervisor is not available, employees should call 401-232-6575 and leave a message indicating the reason for the absence (illness or emergency), and expected duration of the absence if known.

**Section 2. Vacation and/or Personal Leave.** Regular employees shall receive a vacation with pay, each year, of the length shown on the table below, such vacation to be taken at a time specified by the University. The length of vacations of said regular employees shall depend on the length of continuous service with the University retroactive to the date of hire.

Although regular full-time employees earn vacation days during the probationary period, vacation leave with pay will not be granted until the employee has successfully completed his/her probationary period. Paid vacation leave is earned over time and can be taken only after it is earned as follows:

Vacation Schedule

<u>Maximum Length of Service</u>	<u>Days Per Year</u>	<u>Days Per Month</u>	<u>Maximum Accumulation</u>
Less than 1 year	5 working days	5/12	5
1 year but less than 5 years	10 working days	5/6	15
5 years but less than 10 years	15 working days	1-1/4	20
10 years and over	20 working days	1-2/3	30

Vacation and/or personal pay shall be based upon the normal rate per hour paid the employee for the last week prior to his/her vacation and/or personal leave. An employee shall be given a choice of vacation and/or personal time off on the basis of his/her seniority in his/her classification, provided such choice shall be indicated not later than ten (10) calendar days after notice in each year and shall be consistent with work requirements. All employees shall have appropriate advance notice of when their vacations and/or personal time off may be taken, but the University shall be the final judge as to whether work requirements permit exercise of choice by an employee.

Provided notice is given, with supervisory approval personal time may be used during blocked-out periods.

Employees unable to work due to illness or injury compensable under the RI Workers Compensation Act shall accrue vacation entitlement, to an amount not greater than their regular vacation accrual, based on the employee's seniority, during the first sixty (60) work days of absence in a twelve-month period, upon return to active duty.

Any regular employee leaving the employment of the University shall receive at the time of such termination, in addition to all other sums due him, a payment of his/her regular rate with respect to each day of accumulated vacation and/or earned personal time off. Holidays listed in Section 3 will not be charged against vacation credits.

In the case of any employee whose period of employment by the University was interrupted by service with the Armed Forces of the United States, the period of such employee's service with the Armed Forces of the United States shall be deemed to be employment by the University for the purpose of determining length of service for vacation benefits, subject to the provisions of Section 17 of this Article.

**Section 3. Holiday Leave.** The following days shall be recognized as holidays, whether or not a regularly scheduled work day, all of which shall be with pay at straight time for full-time employees as defined in Article III, Section 4 of this Agreement. Regular holidays which fall on a Saturday or Sunday may be observed on another day as determined by the University provided the day observed is the same as applicable to other non-faculty employees.

New Year's Day	1
Martin Luther King	.5
President's Day	1
Memorial Day	1
Independence Day	1
Victory Day	1
Labor Day	1
Columbus Day	1
Veteran's Day(Flex)	1
Thanksgiving Break	2.5
Christmas Day	1
Personal Day	1

Any full-time employee required to work on one of said holidays, whether or not it is a scheduled work day for such employee, shall receive in addition to his holiday pay, payment at time-and-one-half for the hours actually worked on such a holiday.

The University also agrees that if the State of Rhode Island Law dealing with Holidays is amended to eliminate Victory Day as a general holiday, employees will be granted a floating holiday. It is also understood that the employee provide his/her supervisor reasonable advance notice before using the floating holiday.

In order to be eligible for holiday pay, a full-time employee must have worked his regularly scheduled shift immediately prior to and immediately following a holiday, and one full shift in the week in which the holiday occurs, unless the employee is (a) on certified sick leave (b) on scheduled vacation, or (c) eligible under a prior arrangement with his/her designated supervisor.

**Section 4. Retirement.**

(1) All service employees with two (2) years of full-time continuous service to the University shall be eligible to participate in the University Retirement Program financed through TIAA/CREF or any other institution approved by the University. Under this program, the University contributes eight percent (8%) of the service employee's base salary up to an integration point of \$39,000, after which the University contributes twelve percent (12%) of base salary for service employees hired prior to January 1, 2005, and ten percent (10%) for service employees hired after January 1, 2005. Effective January 1, 2012, the integration point shall increase to \$43,000 and the University contribution above the breakpoint shall be twelve percent (12%) for all service employees with two (2) years of full-time continuous service to the University. Effective January 1, 2013, the integration point shall increase to \$45,000, and the University contribution above the breakpoint shall remain twelve percent (12%).

Compensation means the amount reported as wages up to forty (40) hours per week, excluding bonuses or overtime.

Under this Plan, the service employee shall not be required to make a contribution.

These funds may be used to purchase a fixed-income annuity in TIAA or, at the election of the individual, the funds may be used to purchase a variable annuity through the University Retirement Equity Fund or other vehicle offered by the University.

(2) To the extent required by the Age Discrimination in Employment Act, the University recognizes that employees will be granted the option of continuing to work beyond the normal retirement age of sixty-five if they so desire.

(3) Nothing herein contained, however, shall limit the right of the University to terminate the employment of any employee if and when, in the judgment of the University, the employee is no longer qualified to perform the duties of his/her employment.

**Section 5. Storm Protection.** The University agrees to provide, for any employee who is required to remove snow during the winter, and who requests the same, the following articles of rubber storm gear: hat, coat and/or boots. All storm gear so furnished any employee shall be used and kept at the University, and shall be turned in to the University on or before the first of April following issue as directed.

**Section 6. Uniforms.** Employees who are provided a uniform by the University shall be required to wear that uniform while at work. The University shall provide regular employees with one pair of safety shoes every calendar year.

**Section 7. Severance Pay.** In the event the employment of any regular full-time employee (as defined in Section 4, Article III), shall be terminated because of inefficient or other similar unsatisfactory performance of such employee's work (other than misconduct as provided below) the dismissed employee shall be paid, in addition to any unpaid wages earned for work performed prior to the actual date of termination of employment, severance pay in lieu of any accumulated vacation pay as follows:

- (1) if the dismissed employee has been continuously employed by the University over one year but under two years, one week's regular wages without overtime;
- (2) if the dismissed employee has been continuously employed by the University for two years or more, two weeks regular wages without overtime;

provided, however, no severance pay or other severance benefit, including without limitation accumulated vacation pay, will be paid or given in the event of termination of employment for misconduct or violation of University regulations.

**Section 8. Notice of Intention to Leave.** If and when an employee leaves the service of the University, on his/her own initiative, he/she shall give at least two weeks notice of such intention to his designated Supervisor. If and when employee leaves the service of the University due to retirement, on his/her own initiative, he/she shall give at least four weeks notice of such intention to his/her designated Supervisor.

**Section 9. Overtime on Recall.** Any employee recalled to the University to do overtime work (as distinguished from overtime work not involving leaving the University premises without being recalled) shall, if recalled before midnight, and if required to work less than three hours, be paid for three hours at time-and-one-half his/her regular hourly rate of pay, and if recalled after midnight but before seven o'clock a.m. and required to work less than four hours, shall be paid four hours at time-and-one-half his/her regular hourly rate of pay. This Section shall not apply to a recall when there is no break in the hours of recall and the employee's regular shift hours.

**Section 10. Stand-by.** Licensed electricians may be designated by the University to be available for recall during such periods outside of the normal scheduled hours. Such designation shall be on a rotating basis among licensed electricians, and shall involve the licensed electrician being available for recall if necessary. During the period of stand-by, the designated licensed electrician shall ensure his availability to be contacted by telephone or beeper for purposes of recall and shall respond on campus within sixty (60) minutes of contact time. Effective March 1, 2012, the electrician designated to be on stand-by for the week will be compensated at a rate of \$200 per week for the duration of the Agreement.

If an electrician is recalled more than once within a recall period, new recall compensation shall start at the reporting-in time but shall not duplicate the initial recall compensation, i.e. there shall be no pyramiding of overtime.

**Section 11. Bereavement.** In the event of the death in the immediate family of an employee, said employee shall be entitled to a bereavement leave of absence of up to three (3) working days with regular straight-time pay for all regular work days within said period. With the consent of the employer, an employee may request this leave to be extended for an additional period of three (3) days without pay. The employer's consent shall not be unreasonably withheld.

For the purposes of this section, "immediate family" shall be defined as mother, father, stepparent, spouse, domestic partner or common-law husband or wife (as pre-qualified in accordance with the eligibility requirements utilized by the University's insurance carrier for the purpose of determining eligibility for medical insurance benefits under the University's basic medical insurance plan), child, stepchild, grandparent, mother-in-law, father-in-law, brother, or sister of the employee. The employee may also be excused from work with pay for one (1) day to attend the funeral or memorial service of a son- or daughter-in-law or brother- or sister-in-law.

The employee may also be excused from work with pay for one (1) day to attend the funeral or memorial service of a close relative who is not a member of the immediate family or household.

**Section 12. Jury Duty.** A regular employee who is required to serve as a juror shall receive the difference between his/her pay as a juror and his/her regular straight-time pay provided (a) the employee furnishes the University with evidence of earnings from the clerk of the court wherein he/she served as a juror and (b) the employee reports for work on any day when he/she is excused from jury duty at such a time as will permit the employee to work at least four hours.

**Section 13. Reserve Duty.** A regular employee with a Reserve or National Guard commitment who attends required annual active duty training or who is activated due to national, state or local emergency, shall receive the difference between his/her

military pay and his/her regular straight-time pay for the same period, to a maximum of ten (10) working days in one calendar year.

In order to receive this differential, the employee must present the University with an order from the Federal or State Government ordering him/her to duty and a statement from the paymaster of his/her Reserve or National Guard Unit indicating the amount of pay received for his/her training.

For the purposes of computing vacations, time spent in the required annual training or required active duty described in this subparagraph shall be considered time employed by the University.

If an employee continues to serve in a Reserve or National Guard Unit beyond the period of obligatory service, periods of absence caused by training or active duty shall be considered leave without pay and no benefits under this Agreement shall be accrued during such period of absence.

#### **Section 14A. Medical Insurance.**

Effective May 1, 2012, the University agrees to contribute to the cost of individual or family membership in the University's basic medical insurance plan, available generally to employees of the University as in effect from time to time, for regular full-time employees covered by this Agreement. In addition, the University agrees to make available such other medical insurance options as are available generally to other employees of the University, as in effect from time to time. The University shall contribute to the cost of individual or family membership in the University's basic medical insurance plan in accordance with the co-payment schedule below. For the purpose of this Section the currently offered HealthMate Option 2 (Base) Plan, or any substantially equivalent plan that is substituted for such plan for University employees, shall be considered the University's "basic" medical insurance plan. The University will continue to offer a Premium Plan Option provided that Blue Cross, or the then current provider, makes available to the University a Premium Plan which can be offered to the bargaining unit. When other medical insurance options are offered by the University and selected by the employee, the University shall pay a dollar amount equivalent to the appropriate contribution level provided by the University for the basic plan. In no case shall the University contribute beyond the cost of the basic medical insurance plan. The foregoing plan includes dependent student coverage to age twenty-three (23) unless otherwise noted.

The University also agrees to provide an employee who is on approved leave of absence due to illness or injury with medical insurance coverage during such absence for a maximum period of six (6) months, and to extend the medical insurance coverage an additional six (6) months for an employee who is on a leave of absence due to a job-related injury or illness.

For the term of this Agreement, the co-payment schedule for the University's medical insurance plan shall be as mutually agreed, in accordance with the schedule herein.

Effective January 1, 2012, the co-payment schedule will be as follows:

<u>Base Salary</u>	
Under \$45,000	15%
\$45,000 or more	20%

During the term of this Agreement, the University shall pay the cost of any increase in the premiums for the University's medical insurance plan that exceeds 20% in each year, due to insurance premium increases, provided that the employee shall pay the appropriate percentage of the remainder of the premium as set forth above.

An employee who is entitled to coverage through the plan of a spouse or parent, whether the latter is employed at the University or elsewhere, shall not be included in the University Group Participation.

(1) In the event a national health insurance act or similar legislation which provides health services for the employees working under this Agreement is enacted into law by the United States during the term of this Agreement, the parties agree, at the request in writing of either to the other, to negotiate concerning the continuance of the payment for Medical Insurance by the University. It is the intention of the parties that the University shall not be required to pay for Medical Insurance or for an additional benefit of any kind in lieu thereof, as the parties may agree, a sum larger than that provided above which is payable by the University, reduced by any sum the University is required to pay under such act. In the event the parties have not reached agreement on any of the provisions of this subparagraph (1) within thirty (30) days after the request for negotiations has been made, the matter shall be submitted to arbitration as provided herein.

The University may change medical, dental, or disability carrier(s) or policy(ies), provided that the University makes the same change for all non-bargaining unit employees who are unrepresented and for employees represented by labor unions, where the applicable collective bargaining agreement(s) permits the University to do so.

The University shall provide a counseling and referral service through an Employee Assistance Program for problems which affect job performance.

**Section 14B. Dental Insurance.** For all full-time regular employees covered by this Agreement, the University shall contribute to the cost of individual or family membership in the University's dental insurance plan in effect as of the effective date of this Agreement, available generally to employees of the University, through Delta Dental of RI or an alternative insurance carrier, unless no such plan or plans exist, in which case it would be a substantially comparable insurance plan. Such plan will include dependent student coverage.

This Agreement would not prohibit the University from offering other dental plan options in addition to the University's dental insurance plan in effect as of the effective

date of this Agreement that would be subject to the co-payment schedule as described below.

As of the effective date of this Agreement, the employee's percentage share of the basic dental plan's premium cost shall be 25%.

During the term of this Agreement, the University shall pay the cost of any increase in the premiums for the University's dental insurance plan that exceeds 15% in each year, due to insurance premium increases, provided that the employee shall pay the appropriate percentage of the remainder as set forth in this Agreement.

**Section 15. Group Life Insurance.** Regular full-time employees will continue to receive group life insurance benefits as presently carried by the University in accordance with the provisions of the University's Group Life Insurance Plan. The effective date of coverage for new employees will be in accordance with the present policies of the University. During this Agreement, the value of an employee's life insurance benefit will be equal to two times his/her annual base salary, rounded up to the nearest thousand dollars. The cost of the premiums for life insurance coverage will be fully paid by the University.

**Section 16. Long-Term Disability Insurance.** All regular full-time employees who meet eligibility requirements, will have the option to be covered under the University's long-term disability insurance plan (subject to carrier restrictions), the cost of which will be shared equally between the University and the employee. Sick leave will cease when LTD begins.

**Section 17. Draft.** It is agreed that any employee who enters the military service of the United States shall, when available, be restored to his/her former position, in accordance with the provisions of the Vietnam Era Employee Readjustment Act.

**Section 18. Unpaid Leave.** Regular employees covered by this Agreement shall be eligible for unpaid leave as follows:

A. **Maternity Leave.** Maternity leave shall be available to all regular employees with at least twelve (12) months of continuous service in a position covered by this Agreement. While an employee may take maternity leave at any time after a diagnosis of pregnancy by the treating physician is confirmed in writing, the University may require written certification from the treating physician as to how long the employee may continue regular work. All requests for maternity leaves of absence shall be made in writing by the employee to the immediate supervisor, at least one month prior to the desired commencement of the leave, and shall indicate the approximate date of return. Maternity leave will be granted for a period not to exceed six (6) months. However, an employee on maternity leave may request an extension

of such leave for an additional six (6) months for medical reasons and the University may require written certification from the treating physician as to such medical reasons.

B. Union Business. At the written request of the Union, the University shall grant either an officer of the Union or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, a leave of absence without pay for a period not less than six months or more than one (1) year or the period of elected office provided that such leave will not interfere with the operations covered by this Agreement. The purpose of this leave is to permit the representative to work for the International District Council and/or the Local Union on Union business. During the period of such leave of absence an employee will not accrue seniority, nor will the University have any obligation for continuation of benefits as specified elsewhere in this Agreement. Such leaves may be extended upon written request thirty (30) calendar days prior to the termination thereof.

C. Other Leaves. Unpaid leaves of absence may be granted at the discretion of the University to all employees for a specified period and for a specified reason such as disabilities, family illness, study, or travel. All requests for such leave shall be made in writing at least one month prior to the desired commencement of the leave, if possible and shall indicate the approximate date of return. Such leaves may be granted for a period of up to six (6) months.

D. Benefits. An employee shall not be entitled to accrue vacation time, sick leave time, or seniority while on an unpaid leave of absence, and shall not be covered by the Medical, Dental, and Life Insurance benefits as set forth in this Agreement except as required by law and as referenced in Section 14A. When an employee returns to work following all authorized unpaid leaves of absence, that employee shall be reinstated to the employee's former position unless that position has been filled. In such event, the University shall offer a position covered by this Agreement requiring similar or comparable skills if such a position is available. If such a position is not available, the University shall offer the employee the first available job opening covered by this Agreement requiring such similar or comparable skills. Should a position of comparable or similar skill be made available to the employee either upon the employee's return from unpaid leave or subsequently, and should the employee refuse to accept such position, the University's responsibilities to the employee shall cease.

E. Union Conventions. At the written request of the Union, employees, not to exceed two (2) at any one time, shall be granted days off without pay for attendance at the Union's National Convention, State Convention, AFL-CIO Conventions and/or the Union's district Convention provided that the absence of such employees will not interfere with the operations covered by this Agreement. The leave shall not exceed the number of days the convention is in session, plus reasonable travel time to attend the convention. Reasonable evidence of the time required shall be submitted with the request for leave.

**Section 19. Infirmary Facilities.** All employees shall be entitled to the use of the infirmary facilities of the University without any charge during the hours the infirmary is open.

**Section 20. Dome Windows.** The University agrees that the volunteers who wash the main dome windows in the Rotunda area, both inside and outside, will receive two (2) additional days off with pay upon completion of the job.

**Section 21. Tuition Assistance.** On a space available basis and at no cost to the employee, regular full-time employees may, pursuant to policies and procedures established by the University, take any undergraduate or graduate-level course offered by the University to which he/she is otherwise qualified and admitted. Credit hours per semester will be limited to two (2) courses per semester, up to four (4) courses per year. If permission is given to take a course during working hours, vacation time will be charged.

Full tuition remissions for undergraduate and graduate studies shall be available to dependent children and spouses of full-time regular employees in accordance with policies and procedures established by the University. Tuition remission for dependents and spouses of employees hired after March 1, 2012 shall be calculated at 50% of the cost of tuition for employees who have completed two years of active employment, 75% of the cost of tuition for employees who have completed five years of active employment, and 100% of the cost of tuition for employees who have completed ten years of active employment. Seniority for these purposes will be calculated as of the first day of class for each class for which tuition reimbursement is requested. Such tuition remissions shall be available until such dependent children reach age 23 years. Employees' dependent children shall be allowed to participate in any tuition exchange program sponsored by the University with other participating higher educational institutions, pursuant to policies and procedures established by the University which may be modified by the University at its discretion.

The value of some graduate school tuition expense may be taxable to the employee in accordance with federal and state law.

**Section 22. Insurance Carrier Selection.** The University, during the term of this Agreement, shall have the option to change its existing insurance carrier(s) or provider(s) and provide medical, dental, life insurance, and long-term disability coverage, or employee assistance program services as set forth in this Article, through a different carrier or provider so long as the coverage offered by the new carrier is substantially comparable to the existing coverage as of the effective date of this Agreement. Before making any changes in any of the group insurance plans referred to in this Article (other than changes made by the insurer), the University will offer to meet and discuss the changes with the Union. The University shall consider quality of

service, and speed and level of claims reimbursement before making a decision to change carrier(s). Any change will include non-union groups.

## ARTICLE IX

### Section 1. Pay Rate.

### WAGE RATES

CLASSIFICATION	1.75%	2.25%	2.25%	2.25%	2.25%
	3/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
Custodian - Starting Wage	15.01	15.35	15.69	16.04	16.41
Custodian at 1 <sup>st</sup> Anniversary	15.67	16.02	16.38	16.75	17.13
Custodian at 2 <sup>nd</sup> Anniversary	17.37	17.76	18.16	18.57	18.99
Custodian Lead	19.11	19.54	19.98	20.43	20.89
Custodian/Event Coordinator	18.22	18.63	19.05	19.48	19.92
Custodian/Utility Worker	18.22	18.63	19.05	19.48	19.92
Purchasing Receiver/Custodian Lead	19.94	20.39	20.85	21.32	21.80
Grounds Worker	19.15	19.58	20.02	20.47	20.93
Grounds Lead	22.21	22.71	23.22	23.75	24.28
Gardener / Arborist	21.29	21.77	22.25	22.76	23.27
Horticultural Technician Lead	23.59	24.12	24.66	25.21	25.78
Licensed Heavy Equip. Operator/Grounds Worker	20.92	21.39	21.87	22.36	22.87
Equipment Mechanic/Operator	23.45	23.98	24.52	25.07	25.64
Carpenter	23.73	24.26	24.81	25.37	25.94
Cabinet Maker	24.77	25.32	25.89	26.48	27.07
Carpenter Lead	26.10	26.69	27.29	27.90	28.53
Coordinator of Locks and Keys Lead	26.10	26.69	27.29	27.90	28.53
Locksmith	23.73	24.26	24.81	25.37	25.94
Painter	21.27	21.74	22.23	22.73	23.25
Mason	23.78	24.31	24.86	25.42	25.99
Electrician (licensed)	24.99	25.55	26.13	26.71	27.32
Preventive Maintenance Inspector/Lead	27.49	28.11	28.74	29.39	30.05
Plumber (licensed)	24.73	25.28	25.85	26.43	27.03
Plumber Lead	27.20	27.81	28.44	29.08	29.73
Appliance Repair/HVAC	23.05	23.56	24.10	24.64	25.19
HVAC Mechanic	24.52	25.07	25.64	26.21	26.80
HVAC Mechanic/EMS Controller	24.95	25.51	26.08	26.67	27.27
Environmental Controls Technician/HVAC Lead	26.97	27.58	28.20	28.84	29.48

Under conditions acceptable to the University, effective March 1, 2012 a skills pay of twenty-five (.25) per hour shall be paid to an employee for welding expertise. This shall be in addition to the appropriate effective rate, but shall not be a part of the wage base.

Effective March 1, 2012, and for the term of the Agreement, a shift differential of eighty-five (.85) cents per hour shall be paid to regular employees whose regularly scheduled shifts begin after 3 p.m. and before 6 a.m. HVAC workers (who are part of weekend rotations) will be eligible to receive the shift differential.

The University agrees that all future job descriptions or new job classifications together with the proposed wage rate will be sent to the Union at time of posting. After the award of the job, the University will discuss the wage rate if the Union so requests. The foregoing wage rate schedule shall not be construed to prohibit the University from paying any employee a wage rate which is higher than the applicable rate set forth above, in its sole discretion.

## **ARTICLE X**

**Subcontracting.** The University shall have the right to subcontract. However, the University shall notify the Union and provide the Union with an opportunity to discuss any subcontract of a major operation on a permanent basis.

Notwithstanding the preceding two sentences, the University will not subcontract a major function (e.g., all of custodial services) during the term of this Agreement; nothing in this sentence shall prohibit the University from examining the subcontracting of such a function for implementation following the term of this Agreement.

## **ARTICLE XI**

**Bargaining Unit Work.** Employees of the University who are outside the bargaining unit, except for Campus Management supervisors, will not perform bargaining unit work, except for purposes of training or instruction of bargaining unit employees or in case of emergency where no other arrangements could be reasonably made. Before filing a grievance, the Union agrees to meet informally with the Director of Facilities Management or his/her designee in an effort to resolve the situation.

Nothing in this provision is intended to modify, impair or limit the University's rights under this Agreement relative to subcontracting.

Notwithstanding the foregoing, Public Safety Officers and other University personnel may continue to perform the work of locksmiths.

## **ARTICLE XII**

**Effective Date and Duration of Agreement.** The Agreement shall become effective as of March 1, 2012 and shall continue in effect until midnight February 28, 2017 and thereafter from year to year, unless terminated by notice in writing given by either party to the other not less than sixty (60) calendar days prior to February 28, 2017, or to the end of any subsequent year of the existence of this Agreement. Conferences shall be arranged and undertaken within thirty (30) calendar days after service of such notice looking to the execution of a new agreement.

It is agreed that this Agreement contains the full complete understanding of the parties and that amendments or clarifications of this Agreement shall only be made by a writing executed by the parties and attached to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the Employer and the Union agree that during the period of this Agreement, neither party shall be obligated to bargain with respect to any matter or subject not covered or referred to in this Agreement nor with respect to any matter or subject referred to in this Agreement, except in the manner and the context specified herein.

Pending negotiations for proposed changes during the period of this contract, neither party shall alter the general wage scale or general working conditions existing under this Agreement, or utilize any coercive or retaliating measures to compel the other party to accede to its demands.

Wherever the masculine or feminine pronoun is used, it shall refer to either gender unless the context would otherwise require.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, each by its officers thereunto duly authorized, the day and year first above written.

**BRYANT UNIVERSITY**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Vice President of Business Affairs

By: \_\_\_\_\_  
Assistant Vice President of Campus Management

**UNITED SERVICE and ALLIED WORKERS of RHODE ISLAND**

By: \_\_\_\_\_  
UNION Business Agent

Members of the UNION Negotiating team:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_

## APPENDIX A

### **Memorandum of Agreement on Scheduling of Blocked-Out Periods**

Bryant University (the "University") and the United Service and Allied Workers of Rhode Island (the "Union") hereby agree as follows:

During the period from March 1, 2007 to February 29, 2008, the University will not increase the blocked-out periods, which currently are comprised of three weeks in May and two weeks in August.

Beginning March 1, 2008, should the University determine to increase the blocked-out periods during August, the University shall give consideration to allowing employees to take their vacations during the additional week(s), not to exceed a total absence rate of 20% of the total bargaining unit. Under any circumstances, allowing employees to schedule vacations is always subject to there being reasonable staffing levels for each job class in order to perform the available work.

The University and the Union specifically agree and understand that this Memorandum of Agreement shall not be deemed to change or amend any provision of the collective bargaining agreement.

**BRYANT UNIVERSITY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**UNITED SERVICE and ALLIED WORKERS of RHODE ISLAND**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX B**

Place Holder

Include a copy of the signed APPENDIX B from the prior CBA

### **Side Letter on the Hiring of Temporary Employee**