AGREEMENT

BETWEEN

ROGER WILLIAMS UNIVERSITY

AND

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 328

Chartered By
United Food & Commercial Workers International Union
Affiliated with AFL-CIO-CLC

EFFECTIVE DATE: NOVEMBER 15, 2022
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PREAMBLE

The Board of Trustees of Roger Williams University and its executive administration hereinafter called "the University", and the UFCW Local 328 representing a certain defined bargaining unit of Dining Services personnel, hereinafter called "the Union", enter into this Agreement for the purpose of establishing a harmonious and cooperative relationship between the University and the Union by providing procedures which will facilitate free and frequent communication between the University and its staff. In order to ensure true collective bargaining and fair and appropriate wages, hours and working conditions, the parties to this Agreement pledge respectful, considerate and courteous treatment of each other at all times.

ARTICLE 1
RECOGNITION

A. University recognizes Union as the sole and exclusive bargaining agent for all employees within the bargaining unit certified by the Regional Director of the National Labor Relations Board in Case No. 1-RC-20400; (hereinafter MBUs) or otherwise mutually agreed upon and by way of illustration, Utility Crew Lead, Cash Ops Lead, Lead Cook, Catering Lead, Lead Catering Chef, Service Crew Lead, Lead Prep, Cook/Baker, Cash Ops, Grill, Prep, Stock, Utility Crew, Housekeeping and Service Crew.

B. Effective July 1, 2018 the University has implemented new classifications that are to be recognized in the same manner as provided under the original National Labor Relations Board Certification Case No. 1-RC-20400. The new classifications are as follows: Lead Cook, Lead Baker, Lead Catering Cook, Lead Prep Cook, Baker, Cook, Prep Cook, Retail Lead, Retail Attendant, Service Crew Lead, Service Crew, Catering Lead, Catering Attendant, Stock/Driver Lead, Stock/Driver, Utility Crew Lead, Utility Crew, Housekeeping, and Waitstaff/Bartender.

ARTICLE 2
MEMBERSHIP

Section 2.1 Membership

A. All present MBUs of the University covered by the terms of this Agreement who are Members of the bargaining unit on the date this Agreement becomes effective, shall remain members of the bargaining unit in good standing as a condition of continued employment. All new MBUs, rehired MBUs, and those MBUs presently employed by the University who are in probationary periods, who decide to become members of the Union, and voluntarily execute membership forms supplied by the Union, 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 their probationary period or such effective or execution

date, whichever is the latest, provided they are retained in the employment of the University at the expiration of the probationary period. The obligation to become a member of and to maintain good standing in the Union is defined as the duty to tender periodic dues by each MBU, uniformly required as a condition of acquiring or retaining membership in the Union.

B. The Union will accept as members, all present and future MBUs who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall charge that any MBU covered by this Agreement who has become a member of the bargaining unit in good standing, has failed to remain either a member of the Union, in good standing, during the term of this Agreement as required by provision A. above, or that any MBU covered by this Agreement has failed to become and remain a member & agency fee payer of the bargaining unit in good standing during the term of this Agreement as required by provision A. of this ARTICLE and shall request the discharge of such MBU, the University and the MBU 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 MBU. If during such thirty (30) day period, the MBU shall pay or tender his delinquent dues or fees, as the case may be, the University shall not be required to discharge such MBU.

C. In the event that the Union fails to notify the University and the MBU as aforesaid within ninety (90) days of the date when the earliest defaulted dues or fees of such MBU first become due and payable, the University shall not be required to dismiss the defaulting MBU from employment on the grounds of failure to maintain good standing with the Union.

D. In the event that an MBU chooses not to become a member, he or she shall pay to the Union an agency fee in lieu of dues, as noticed to the MBU.

Section 2.2 Dues/Agency Fee Deductions

Upon receipt of a valid assignment in writing, in a form approved by the University, executed by an MBU, assigning a portion of his/her wages to the Union for the payment of dues or an agency fee, the University shall cooperate with the Union in the collection of its dues/agency fee by recognizing such assignment and by deducting from the wages paid each MBU who makes such assignment, on the University's regular pay days in each calendar month, the amount assigned. Said deduction shall begin on the first such regular University payday in the calendar month which starts ten (10) days or more after receipt by the University of said assignments following completion of the probationary period 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/agency fee deduction is scheduled to be made during a pay period, and an MBU is on paid vacation, the dues/agency fee shall be deducted from his vacation pay. All sums so assigned shall be paid by the University to the Union during the month in which deducted. The University shall forward to

the Union a copy of the completed check off authorization form for each newly hired or rehired employee at the end of the month in which the new hire/rehire begins work.

Section 2.3 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 requirement of Article 2; Sections 2.1& 2.2 and Article 3; Section 3.5.

ARTICLE 3
UNION RIGHTS

Section 3.1 Bulletin Boards

The University agrees to dedicate bulletin boards for bargaining unit matters at the Law School, the Dining Commons, Bay Point in Portsmouth and at any additional location where there is a permanent, dedicated time clock for bargaining unit members. These bulletin boards shall be used for lawful purposes only. The dedicated boards will display the statement "materials on this board are the property of United Food & Commercial Workers International Union, Local 328 and do not represent University publications, information or viewpoint." All University-controlled notices shall be delivered to a Union Steward.

Section 3.2 Shop Card/Decal

A Shop Card/Decal of the Union shall be displayed on the bulletin board in the University location(s) covered by this Agreement and this Shop Card/Decal shall, at all times, remain the property of the Union.

Section 3.3 Union Access

Any duly authorized representative of the Union may visit the University location(s) covered by this Agreement during MBU working hours for the purpose of conducting business of the bargaining unit, but in so doing, shall not interfere with the University's operation. If the representative intends to enter non-public areas, he/she shall check-in with the Chief Human Resource Officer for authorization and parameters of any such access.

Section 3.4 Stewards

A. The Union shall have the right to appoint three (3) MBUs within the University's location(s) covered by this Agreement to the position of Union Steward. The Union may appoint an MBU designee in his/her absence and must notify the Chief Human Resource Officer, in writing, in advance of activation of all appointments.

B. One (1) day off with pay for each Steward to attend the annual Steward's Conference will be granted. This does not include any alternate designee as set out in provision 3.4.A. above.

C. During University-designated recess periods, in which there is work available, one (1) designated Steward will be retained. If the MBU's normal work is not available, then the University reserves the right to assign alternate available work that the MBU is qualified for within Dining Services. The rate of pay for any such alternate available work shall be that rate set for the position only.

D. In addition to his/her rights as a regular MBU, one (1) Steward shall have top seniority in lay-offs due to lack of work. This Steward shall be designated by the Union and noticed to the University, on or before July 1st of each year of this Agreement.

Section 3.5 Active Ballot Club

The University will also deduct Active Ballot Club contributions, provided the MBU has voluntarily signed an authorization for such deduction in accordance with the University's normal payroll practices.

Section 3.6 New Employees

At the time of hire, the University will advise all new workers in the unit that the Union is their collective bargaining representative. The University agrees that that it will provide newly hired probationary MBUs, in their written offers of employment, a hyperlink to the RWU webpage on which this agreement appears and the name of their Union representative and Union steward(s). Within thirty (30) days of hire, the Union shall be permitted to meet with the new employee(s) for twenty (20) minutes to discuss Union membership.

ARTICLE 4
RIGHTS OF MANAGEMENT

Subject to the provisions of this Agreement, the University shall have the right to exercise the regular and customary functions of management, including the right to hire, discharge, non-probationary MBUs for just cause, promote to a supervisory position, demote, layoff and discipline non-probationary MBUs for just cause, the right to determine how, when, where and by whom work is to be performed, the determination of job content, the judgment as to the ability of an MBU to handle a particular job and the right to make and enforce rules and regulations. Any of the rights, powers, functions or authority which the University had prior to the signing of any Agreement with the Union, are retained by the University except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement. It is further agreed that the rights of management are not subject to arbitration under any circumstances except as otherwise specifically provided for in this Agreement.

ARTICLE 5
NO STRIKE/NO LOCKOUT

It is agreed between the Union and the University that during the term of this Agreement or any renewal or extension hereof, whether or not there be a dispute pending, there shall be no strike, lockout, slowdown, stoppage of work, sit-in or picketing.

ARTICLE 6
EMPLOYMENT

Section 6.1 Fair Employment Practices

The provisions of this Agreement and all correlative employment practices shall be applied without discrimination against any MBU because of race, color, religion, national or ethnic origin, age, sex, sexual orientation, gender expression or identity, disability, veteran status or any other legally protected basis as defined by law and unless otherwise prohibited by applicable law, or membership in or activity on behalf of the Union.

Section 6.2 Employment Categories

A. Full-Time Regular MBU

A full-time, regular MBU shall be defined as an employee who has completed the probationary period and who is scheduled to work at least thirty-five (35) hours per week, on a regular basis, seasonal breaks excluded.

B. Part-Time Regular MBU

A part-time, regular MBU shall be defined as an employee who has completed the probationary period and who is scheduled to work at least sixteen (16) and no more than an average of twenty-nine (29) hours per week, on a regular basis, seasonal breaks, paid absences and the crediting thereof included.

A part-time MBU who desires to be scheduled for fewer than the minimum hours per workweek, as set forth above, may be so scheduled upon the mutual agreement and under the conditions set by and between the Union and the University as well as the MBU's signing of a written waiver. A copy of said waiver shall be forwarded to the Union office. The waiver may be revoked by mutual agreement of the Union and the University.

Part-time MBUs are eligible for all of the following contractual benefits prorated according to the number of hours for which the MBU regularly is scheduled:

1. ARTICLE 9, Section 9.1 Vacation
2. ARTICLE 9, Section 9.2 Sick Leave
3. ARTICLE 9, Section 9.3 Bereavement
4. ARTICLE 9, Section 9.6 Holidays
5. ARTICLE 11, Section 11.6 Retirement
6. ARTICLE 12, Section 12.3 Wearing Apparel

If the part-time MBU's hours are irregular, the benefits above will be re-calculated each three (3) months on the immediate past three-month average.

C. Temporary Employee

A temporary employee shall be defined as an employee who is engaged by the University to work for a limited period of time, or for completion of a specific project.

The University will endeavor to schedule MBUs before using temporary workers whenever practicable.

1. Temporary employees will be informed of their status upon hire and shall not be covered by this Agreement for their temporary period of employment.

2. Temporary employees not filling an existing bargaining unit position while an MBU is on authorized leave or during the published search for an MBU may be hired for a period not to exceed sixty (60) consecutive working days, regardless of the number of positions in which the temporary employee may work during that period of time.

3. Should a position as set out in "2." immediately above be staffed by one (1) or more temporary employees for a period of time exceeding sixty (60) consecutive working days, that position shall be treated as a bargaining unit vacancy and filled in accordance with the procedure set forth in this ARTICLE.

D. University Students

1. The University, at its discretion, may employ students of Roger Williams University, providing that it will not layoff or dismiss a regular MBU as a result of student employment, nor use a student to fill a permanent vacancy, and may hire work study students as set forth below.

2. The hiring of students on a work study basis to do bargaining unit work shall not exceed nineteen (19) hours per week during the school

year without first offering MBUs who normally do the work, the opportunity to work up to their maximum, straight-time hours for their position. In so doing, these students shall not displace MBUs or their minimum hours of scheduled work.

3. "Work study students" for purposes of this Agreement shall be defined as University students employed by the University to aid the students in paying for college and associated living expenses.

E. Casual Employees

Employees hired to provide services regularly performed by MBUs who work fewer than sixteen (16) hours per workweek and who are hired irregularly are not in the bargaining unit recognized by this Agreement. These employees are not part of the regular workforce, receive no benefits and are referred to as "casual employees." Casual employees shall not be hired to displace MBUs, or to intentionally minimize their regular hours of work subject to the cap set out in provision B. above, or to have the direct effect of displacing MBUs.

The University will endeavor to schedule full-time MBUs with available hours in a week, not to exceed forty (40) hours, and part-time MBUs with available hours in a week not to exceed twenty-nine (29) hours, before using casual employees whenever practicable.

Section 6.3 Probationary Period

A. The first sixty (60) calendar days of employment for a newly hired or rehired MBU shall be considered a probationary period. Any intersession week during which a newly hired or rehired MBU is not scheduled to work shall not count toward that MBU's probationary period. For reasonable cause, the University may extend an MBU's probationary period an additional thirty (30) days upon at least five (5) business days' notice to the Union.

B. The first sixty (60) calendar days of employment for an MBU who has completed the probationary period set forth in Section 6.3.A. and who accepts a different job within the bargaining unit, discounting any absence from scheduled work time or time in orientation to the new position, shall be considered a probationary period. An MBU who fails to satisfactorily complete this probationary period shall return to his/her former position unless the occurrence causing the MBU's dismissal during his/her probationary period is for just cause.

C. The MBU in the probationary MBU's former position shall have the right to exercise bumping rights, should he or she be displaced by the MBU who fails to satisfactorily complete the probationary period in the different position as set out above as long as said MBU has already successfully passed his/her initial

probationary period.

D. Except and only as otherwise set out above, during an MBU's probationary period he/she may be terminated without recourse to the grievance procedure as a probationary MBU is employed "at will".

Section 6.4 Seniority

Seniority shall be defined as the length of time an MBU has been employed by the University in this bargaining unit.

A. The University shall maintain a seniority roster by classification.

B. The University will, each semester, post and furnish to the Union a seniority list and will correct such lists from time to time as may be necessary.

C. Except as otherwise provided for in this Agreement, seniority shall accrue during approved school recess periods.

D. In the event of a lay-off, the University shall, in inverse seniority order within a classification, first lay off newly hired or rehired probationary MBUs, next regular part-time MBUs and next regular full-time MBUs. MBUs shall be recalled in seniority order within the position classification recalled.

E. Regular full-time MBUs shall have seniority over regular part-time MBUs. Regular full-time MBUs who have been notified that they are to be laid off or reduced in scheduled hours, shall have the option of bumping either the least senior full-time employee or the least senior part-time employee from among those positions in which that MBU has worked in the past, provided the MBU has the present ability to perform the work and assume the responsibilities required for the position in question. Regular full-time MBUs who, as a result of lay-off, are reduced to part-time voluntarily or involuntarily shall retain total bargaining unit seniority of a regular full-time MBU.

F. MBUs who are temporarily assigned to duties of a classification that has a lower rate of pay shall not be reduced in pay while performing such duties.

G. Newly hired MBUs on probationary status may be laid off or reduced in hours without regard to individual seniority. Such probationary MBUs who have been laid off shall have no recall privileges.

H. An MBU's seniority shall be lost when the MBU:

1. Terminates voluntarily.

2. Is discharged for cause.

3. Overstays an authorized leave of absence which constitutes job abandonment.

4. Is laid off for a period of six (6) months or more or for a period exceeding the length of the MBU's continuous service, whichever is less.

5. Fails to return to work within three (3) working days after recall by Certified Mail, Return Receipt Requested, to the MBU's last known address, except, where work-disabling illness of the MBU as the cause of delay, is certified by a doctor. In such case, up to an additional seven (7) days will be afforded the recalled MBU to return to work, after which the right to recall shall be forfeited.

I. MBUs shall not forfeit any accrued vacation benefits as a result of transfer between classifications or change in full-time or part-time status.

J. Promotions within the bargaining unit classifications shall be made from within the bargaining unit whenever possible, based on qualifications, and when qualifications are equal, seniority shall prevail.

K. If a former MBU is rehired after his/her employment terminates following an expired sick leave, he/she shall retain only his/her pay rate. He/she shall not retain any accrued seniority.

Section 6.5 Hiring Process

A. The University shall post for ten (10) calendar days on the MBU bulletin boards notices of job openings in the bargaining unit as they occur, whether they may be the result of any positions having been created, or established positions have become vacant. The successful bidder shall be placed in the new position as soon as operationally practicable after the position is accepted by the job applicant. A copy of job openings shall be forwarded to the Union office.

B. The University may also convene, at its discretion, a job fair, when it finds it the most efficient and effective manner of filling vacancies occasioned by the likely promotion of MBUs and such promotion(s) leave vacancies best filled by interested internal candidates. Notice of a job fair shall either be posted at least seven (7) calendar days in advance of the fair, with notice to the Union Steward, or sent to the requested home address of all MBUs. During summer or winter recess periods, the second method will be utilized. Employees unable to attend the job fair due to illness, vacation or other authorized absence, may apply for such "noticed" positions by proxy, written submission or telephone on the day of the fair. Filling all open positions at the job fair or as a result of the job fair is at the complete discretion of the University and will be based upon its assessment of qualifications for the openings, subject to Section 6.4.J. above.

Section 6.6 Hours of Work & Scheduling

A. The "payroll week" is the period from Saturday at 12:01 a.m. through Friday midnight.

B. MBUs shall be scheduled according to staffing needs determined by the University. An MBU's schedule may be changed by the University only upon one (1) calendar week prior notice to the UFCW Local No. 328 Union Representative, or his/her express designee or successor or as otherwise set out herein. Except for the minimum hours of work for full time or part-time MBUs, seasonal breaks excluded, as set out in Section 6.2 above, no MBU is guaranteed any number of days of work, work times, shift assignments or location of work, nor is an MBU guaranteed any particular days of the week off from work. Scheduling concerns may be addressed at a regular, labor-management meeting to take place as set out in Section 12.6 Labor/Management Meetings.

1. Seasonal breaks, also referred to herein as "recess periods" are (1) the period between "Fall Semester", final exams and the commencement of the regular Spring Semester classes, (2) "Spring Break", (3) the period between the end of "Spring Semester" final exams and the commencement of the regular Fall Semester classes, and (4) Thanksgiving Break week.

C. Work schedules shall be posted in ink for a one (1) week period to enable MBUs to seek a change in the schedule. Subject to Section 6.6.F., immediately below, once posted, MBUs' schedules may only be changed by the University. In the case of true emergencies of an MBU seeking to change the schedule where such change shall not materially affect any other provision of this Agreement, such change shall not be unreasonably denied.

D. The University may begin early and/or extend the shift of an MBU.

E. Working hours shall be consecutive in any day in which an MBU is scheduled to work unless the MBU volunteers to work otherwise.

F. MBUs may not swap hours of work for their own convenience without University's authorization, which will not be unreasonably withheld.

G. When full-time bargaining unit MBUs are assigned special function or situation work on a straight time or on an overtime basis, such work shall be assigned by seniority on a rotating basis amongst the qualified, available full-time bargaining unit MBUs.

H. Function work may be offered to the work-study students as long as it does not interfere with a full-time MBU's regularly scheduled work hours or a part-time MBU's minimum scheduled work hour. The student list shall be comprised of students who are currently attending school at Roger Williams University.

I. Work above the minimum scheduled hours per week, which includes call-ins due to absenteeism of other scheduled full or part-time MBUs, may also be offered to qualified (as determined by management) part-time MBUs, on a straight rotation schedule provided that assignment of such hours to the part-time MBU would not cause the MBU to exceed the average of twenty-nine (29) hours per week (inclusive of paid non-work time).

1. The rotation schedule(s) shall be designed by University and may include, at University's prerogative, both full-time and part-time MBUs who, in University's judgment, hold the appropriate skill set(s) and capacity to do the work. These identified full and part-time MBUs will be grouped into classifications, and those within the classification who desire additional work in accordance with this rotation will register their desired participation with the University.

2. The rotation shall be conducted by opportunity afforded, whether or not the first assigned MBU, with the least additional work logged, is unavailable to accept the work.

3. The rotation list (from which all additional available hours, referenced above, are assigned and charged whether accepted or not) is comprised of those full-time and part-time MBUs who have formally notified the University, through Bon Appetit Management and as Bon Appetit Management directs, that they desire to be on the call-in list and will accept any and all assignments offered as long as they are neither unexpectedly incapacitated from working or have a real emergency (to be reasonably adjudged by the University through its assigned management, Bon Appetit).

4. Bi-weekly, the rotation list will be updated to move to the top of the call-in list the participating MBU with the least amount of extra work hours and then accordingly, the participating MBU with the next least amount of extra work hours, and continuing to that MBU with the most extra work hours being last on the call-in list.

5. If, at any point during a workweek, the assignment of extra work hours to a part-time MBU does or would cause that part-time MBU's weekly hours (inclusive of paid time off) to exceed a total of twenty-nine (29), the part-time MBU will, for the whole or remainder of that workweek, be temporarily exempted from the rotation list.

6. Rotation: The University supports appropriate developmental cross-training of MBUs, and to the extent operationally feasible, shall reasonably endeavor to rotate job assignments within an MBU's classification. The parties agree that any issues relating to this provision that may arise during the term of this Agreement shall not be subject to the grievance-arbitration process, but may

be raised by either party at any regularly scheduled Labor Management Meeting held pursuant to Article 12.6 of this Agreement.

J. When the need for additional or replacement staffing within a given classification arises, the University shall, prior to assigning non-MBUs to perform the work, assign qualified MBUs from outside the subject classification but within the subject job group, to perform the work, up to the MBUs' maximum, straight-time weekly hours for their position.

For purposes of cross-classification assignments of MBUs made pursuant to this section, the University retains the discretion to determine whether any MBU is qualified to perform the subject work.

During seasonal breaks (i.e., winter intersession and summer recess) priority for such assignments shall be given to qualified full-time MBUs within the job group before part-time MBUs within the job group, classifications of either notwithstanding. During seasonal breaks, cross-classification assignments may not exceed twenty (20) hours per week per MBU**,** unless operational needs dictate otherwise. Additionally, the obligation, as set forth in Article 6.2(A) and (B), to provide MBUs with minimum weekly hours shall be suspended during seasonal breaks.

Subject and subordinate to the above, the University will make all reasonable efforts to ensure that cross-classification assignments made pursuant to this section are equitably distributed amongst interested and qualified MBUs on a rotating seniority basis

Section 6.7 Meal Period & Rest Break

A. All MBUs working at least six (6) hours are entitled to a standard meal, providing meals are available. This benefit shall not be abused.

B. Meal periods are unpaid and shall be thirty (30) minutes in duration.

C. Any MBU scheduled for six (6) or more hours of work per day shall receive two (2) fifteen (15) minute rest breaks.

D. Any MBU scheduled for less than six (6) hours of work per day but at least three (3) hours shall receive one (1) fifteen (15) minute rest break.

E. Rest breaks will be given as near to the middle of the forenoon/afternoon/evening work period as staffing permits.

F. Rest breaks shall be scheduled separately and apart from meal periods when staffing permits.

G. Any MBU working more than an eight (8) hour shift shall receive an additional paid fifteen (15) minute break for each additional three (3) hours worked, to be taken as staffing permits.

Section 6.8 Recess Period Employment

A. Prior to the end of the Spring semester, or as soon as known if later, the University will post on the bulletin board in the food service area, a list of summer work opportunities. Full-time MBUs will be given the opportunity of exercising their seniority as to their choice of working or not working in the available summer jobs within their classification.

Section 6.9 Employment Transfers & Promotion

A. Qualified, present MBUs shall be given preference over applicants for work when position openings are available and particularly for position openings offering advancement when, in the opinion of the University, all factors are equal. MBUs permanently transferred shall be entitled to the rate of pay for the position to which they are transferred. A request for transfer to a different department or shift shall be made in writing by an MBU. All MBUs shall be considered essential services personnel unless otherwise specifically relieved of that designation in writing by the University (emergency list).

B. An MBU, after one (1) year of continuous employment, may take a position in any other bargaining unit on the Roger Williams University campus and may be granted up to four (4) months to return to his/her former position if there is a position opening or a less senior MBU occupying his/her former position. There will be no loss of seniority during such leave. Such leave shall be requested in writing.

Section 6.10 Replacement for Absent MBUs

If the University decides to replace an MBU, absent due to a call out, etc. for a regular work assignment (excluding functions and other special events), it shall use the following procedure:

A. A separate sign-up list for each job classification will be posted for the Fall, Spring and the Summer periods;

B. A full-time MBU may put his/her name and telephone number on the list for his/her current job classification;

C. The University shall order the full-time MBUs on each list by seniority;

D. The University shall call full-time MBUs at the phone number put on the list in seniority order provided 1) the full-time MBU is not working or scheduled to work during any of the time of the absence for which the University is seeking a

replacement or, 2) the full-time MBU would be paid at an overtime rate then or later in the week for already scheduled shift(s);

E. A full-time MBU who does not accept the absence replacement offer at the time the call is made shall be passed over;

F. A full-time MBU who does not accept three (3) offers to work during the currency of a list may be removed from the list by the University for the balance of its currency; and

G. If the University's needs are not met by full-time MBUs using the previous six (6) steps, the University may utilize part-time MBUs in accordance with provision 6.6, Hours of Work and Scheduling above, or non-MBUs.

Section 6.11 Mandatory Three (3) Hour Pay

When an MBU is requested or scheduled to report for work and upon reporting, finds no work available, the MBU shall be paid for three (3) hours at his/her regular rate of pay. During this paid three (3) hour period the MBU may be assigned work for which he/she is deemed qualified by the University whether or not the assigned duties fall within the specific job classification for which the MBU is currently employed.

Section 6.12 Overtime

A. Overtime assignments may, at the University's reasonable discretion, be mandatory in an emergency situation.

B. Overtime shall be assigned by seniority within a classification based on qualifications.

C. No MBU may work overtime without the prior approval of his/her supervisor.

D. Overtime is defined as actual time worked in excess of forty (40) hours in any payroll week or actual time worked in excess of ten (10) consecutive hours in a single shift. An MBU shall be paid for overtime hours at the rate of one and one-half (1½) times that MBU's regular hourly rate. Only actual time worked shall be included in the computation of the forty (40) hours necessary to trigger overtime pay.

E. No MBU shall be given compensating time off in lieu of overtime worked.

F. The University will post work schedules for recess periods two (2) weeks prior to the recess period.

G. When special catering/function or situation work involves overtime, it is agreed that qualified, full-time bargaining unit MBUs shall be utilized prior to any non-bargaining unit student receiving overtime.

H. The parties agree that the proper and exclusive contractual remedy for a proven occurrence of Management improperly bypassing an MBU for overtime opportunities or bypassing a part-time MBU for extra work hour opportunities in violation of Article 6.6 and/or Article 6.12 of this Agreement shall be to afford the bypassed MBU the next available, mutually agreeable opportunity (or opportunities) to work overtime (or as applicable, extra work) hours (in an amount equivalent to the number of hours for which the subject MBU was originally and improperly bypassed) that regularly arise within the bypassed MBU's classification and for which the MBU is minimally qualified, provided that such makeup opportunities do not conflict with the bypassed MBU's regularly scheduled work shift(s).

Section 6.13 Emergencies

A. The University may declare an emergency which is defined as a closure of the University or a closure of a facility due to unforeseen circumstances. In all cases where a closure exists, the University will state that it is a closure, define the closure and declare that only essential personnel are to report or, if already at their work location, remain on campus.

B. In the event that a closure occurs (entire campus or a specific facility) those MBU's 1) either are called in to support the campus or specific facility where the closure occurs or 2) where some MBUs are excused from work with pay, those MBUs who must report or remain at work at that location shall receive double time (2X) their regular hourly rate for all hours worked, starting from the time some MBUs were excused and ending when the closure is lifted.

C. In the event of a closure, the University's liability to compensate MBUs at a double time (2X) rate will cease after MBUs are paid for five (5) consecutive days; if required to work beyond the five (5) days, the rate of pay will be at the MBU's regular rate of pay.

D. MBUs who are scheduled to work on a day in which a campus-wide closure is declared or those MBUs who are scheduled to work in a facility that has been declared as a location closure and who are sent home early or told not to report are guaranteed a day's pay, but those MBUs out sick, on vacation or not scheduled to work during a period of a campus-wide or location closure will not be paid pursuant to this provision.

E. Cancellation of classes whether announced in the day or for evening sessions are not considered an emergency or a closure. In the event that the University announces a cancellation of classes, it will provide instructions as part of the

announcement that all personnel who are scheduled for that day or shift are expected to report to work. In the event that the MBU reasonably believes that there is a safety issue with reporting to work due to adverse weather conditions, the MBU may contact their supervisor and request a vacation day pursuant to this Agreement for that day or shift. The supervisor, as with all paid leave requests, shall either approve the request or deny it depending on the staffing needs of the unit at that time and the availability of accrued vacation in the requesting MBU's vacation account. Denials of requested vacation account usage will not be arbitrary or capricious.

F. Where operationally practicable, the University will, upon request and through coordination between the General Manager of Dining and the Director of Public Safety or designee (s), provide transportation to work for MBU's who reasonably believe that there is a safety issue with their driving to work due to adverse weather conditions, provided that such requesting MBUs: a.) reside in the towns of Bristol, Warren, Portsmouth and/or Tiverton; b.) are designated as emergency crew members and c.) are assigned to work when the University otherwise closes full operations (Level 4) before the normal work day begins and when student dining services are deemed necessary. Should the University move to Level 4 status during the normal work day and conditions are such that MBU emergency crew members already with a vehicle on campus request transportation home due to adverse weather conditions, the University will make reasonable efforts to coordinate transportation, provided that campus public safety needs will not, in the judgment of the director of Public Safety, be compromised. Nothing herein shall be construed to limit the ability of the University to suspend or curtail its obligations under this provision if, in the judgment of the Director of Public Safety (or designee), considerations of campus public safety, travel safety, or other such considerations so warrant.

MBU emergency crew members reporting to work at the start of Level 4 operating status conditions will be provided reserved parking within close proximity to their assigned dining facility subject to the weather and campus conditions at the time.

Section 6.14 Compliance & Enforcement

The University shall continue to enforce, and all employees shall continue to comply with, all legal regulations governing the health and safety of working conditions at the University, including all applicable food safety and/or food handling regulations as promulgated by the RI Department of Health. Employees must observe the University's published safety rules. Employees shall immediately report, to their supervisor or designated chair of the University Safety Committee, any condition that they are aware of and believe to be unsafe or in violation of standing health and safety regulations of the University. Additionally, employees shall report any injuries sustained or witnessed at the University in accordance with direction given by the University.

ARTICLE 7
SUBCONTRACTING

A. The University shall retain the right to subcontract food services, subject only to Section C. below and its covenant that during the term of this Agreement, the University will not enter into any subcontracts which reduce or have the effect of reducing the current number of bargaining unit positions.

B. Subcontracted functions may be discussed, from time to time, by either the Union or the University, in a scheduled Labor/Management meeting. These meetings shall convene no fewer than three (3) times per year, including mid-October, mid-February and mid-August.

C. Either the University or the Union may, upon thirty (30) days prior written notice, reopen negotiations on subcontracting only after June 30, 2020. Should negotiations be reopened on subcontracting in accordance with this provision, ARTICLE 7 A. & B. shall remain in full force and effect until such time as formal resolution is reached on subcontracting in accordance with the University's and the Union's rights and responsibilities under law.

ARTICLE 8
GRIEVANCE PROCEDURE

A. For purposes of the Agreement, a grievance shall be any complaint or dispute arising during the term of this Agreement which involves the interpretation or application of a specific provision of this Agreement.

B. A grievance may be filed by an MBU covered by this Agreement or a signatory to this Agreement.

Step 1: The grievance must be presented by the grievant, in writing, to the Director of Dining Services (or designee) within ten (10) business days after the grievant or the Union which represents the grievant knew or should have known of the grievance. The Director of Dining Services shall, if requested, meet with the aggrieved employee and a representative of the Union, if requested, by the aggrieved employee. This meeting shall take place within ten (10) workdays of receipt of the grievance. In the event the Director of Dining Services is unavailable, or is unable to resolve the grievance it may be filed immediately at the Step 2 below. The grievance shall contain:

1. The name and classification of the aggrieved employee;
2. The specific contract provision that has allegedly been violated and a description of the occurrence in relationship to that contractual provision;
3. Date the alleged contract violation occurred;
4. Requested remedy.

The Director of Dining Services or designee shall answer the grievance within ten (10) business days.

Step 2: If the grievance is not resolved at Step 1, the grievance must be presented by the grievant, in writing, to the Chief Human Resource Officer (CHRO) or designee within five (5) business days after the Director of Dining Services' written response to the grievance or the date on which that response was due, whichever is earlier. The CHRO shall answer the grievance within ten (10) business days.

Step 3: If the grievance is not resolved at Step 2, the grievance must be presented by the grievant, in writing to the Office of General Counsel (OGC) within five (5) business days after the CHRO's response to the grievance or the date on which that response was due, whichever is earlier. The grievance shall state, by Article and Section, the specific contract provision(s) alleged to have been violated. The OGC shall answer the grievance within ten (10) business days.

Step 4: If the Union is not satisfied with the disposition of the grievance by the OGC or if no disposition has been made within ten (10) business days, the grievance will be referred to the Federal Mediation & Conciliation Service (FMCS). The mediation process will begin as soon as it can be mutually scheduled.

Step 5: If the Union is not satisfied with the results of mediation, the grievance may be referred to arbitration within ten (10) business days. The arbitrator shall be selected pursuant to the rules and procedures of the The Labor Relations Connections, LLC (LRC), whose rules shall likewise govern the arbitration procedure. Commencing July 1st of each year of the Collective Bargaining Agreement and after the first use of the Labor Relations Connections, the parties, upon at least sixty (60) days prior written notice to the other party and no earlier than ninety (90) days prior to July 1st of each year, may opt out of utilizing LRC in favor or utilizing the American Arbitration Association (AAA) under the same tenets herein for any matters to be arbitrated not currently filed as a grievance, and for the remaining term of this Agreement. The arbitrator shall not alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding. Fees and expenses of the arbitrator shall be shared equally by the University and the Union.

C. If both the Union and University agree, an arbitrator other than one from either the LRC or the AAA may be used.

D. Pay for Grievance Time

Where Steps 1, 2 and 3 of the grievance procedure take place during working hours, time incurred during a scheduled work shift of the Union Steward or any grievant as a result of their attending a grievance hearing or formal arbitration hearing during work hours will be fully paid release time from their work shift.

E. Disciplinary Records

An MBU may, upon written request addressed to the General Manager for Dining and copied to the Chief Human Resources Officer (CHRO), request that records related to past discipline be expunged from that MBU's personnel file. Upon receipt of such request, the CHRO and General Manager shall confer with the Vice President for Student Life for purpose of reviewing and discussing the expunction request. The University shall not arbitrarily or capriciously deny such request.

Notwithstanding the foregoing, records of pre-disciplinary and/or disciplinary actions relating solely to an employee's attendance and/or punctuality that have been committed to an MBU's personnel file will, upon written request of the Union, be removed from such file if there are neither any documented recurrences of pre-disciplinary or disciplinary offenses related attendance and/or punctuality over a twenty-four (24) month period from the insertion of the most recent pre-disciplinary or disciplinary action.

ARTICLE 9
LEAVES OF ABSENCE

Section 9.1 Vacation

A. Eligibility

All regular, full-time MBUs are eligible to receive paid vacations subject to the accrual and carryover schedules set forth within this Article.

Regular, part-time MBUs are eligible for paid vacations on a pro rata basis in accordance with their normal work schedule, length of continuous service as of July 1st of each year, and hire date. Those hired after June 30, 2014 are prorated off a different schedule as set out below.

During the probationary period, with express written consent from the Director of Dining Services, one (1) full day of vacation may be advanced from the first year's vacation accrual of a probationary employee. That vacation day will be subtracted from the last accrued day of a probationary employee's first year of service. An employee who leaves voluntarily before the first year of service

agrees that the monetary value of his/her advanced vacation payment will be deducted from his/her final paycheck from the University.

B. Amount of Vacation

1. MBUs' hired on or before June 30, 2014 shall have eligibility for vacations in accordance with their length of continuous service as of July 1st of each year. The following schedule shall apply:

0 - 60 days of service	0 days*
61 days - 4 years of service	13 days (1.08/month)
5 - 14 years of service	19 days (1.60/month)
15 + years of service	24 days (2.00/month)

*****After successful completion of the probationary period, the vacation accrual will begin with an insertion of 2.16 days.

2. MBUs hired on or after July 1, 2014 shall be eligible for vacations in accordance with their length of continuous service as of July 1st of each year as set out below:

0 - 60 days of service	0 days*
61 days - 4 years of service	12 days (1.00/month)
5 - 14 years of service	15 days (1.25/month)
15 + years of service	20 days (1.67/month)

*****After successful completion of the probationary period, the vacation accrual will begin with an insertion of 2.00 days.

C. Use of Vacation Time

1. Vacation Carry Over: MBUs may accrue unused vacation time and carry it into a second year, but not to exceed eighteen (18) months of accumulation, as shown in the following schedule:

a. Full-time MBUs hired on or before June 30, 2014:

Years of Service	**Maximum Accumulation**
0 - 4 years	19.5 days
5 - 14 years	28.5 days
15 + years	36 days

b. Full-time MBUs hired after June 30, 2014

Years of Service	**Maximum Accumulation**
0 - 4 years	18 days
5 - 15 years	22.5 days
15 + years	30 days

Once the MBU has reached maximum accumulation of vacation, no further accrual of vacation will occur until an MBU's use of vacation time reduces the accumulation under the maximum at which time additional time can be earned.

2. Vacation Payoff

An MBU may not be paid for unused vacation except upon resignation or termination.

3. Vacation Scheduling

The scheduling of vacations must take into consideration the needs of the department and be accomplished in a manner which will not hamper the normal operations of the group. Work cycles, special project deadlines, and the capabilities of the MBUs to perform each other's assignments must be considered in scheduling vacation. In the event that two (2) MBUs within the same job classification wish to schedule vacation at the same time, seniority will control, if both cannot be accommodated at the reasonable discretion of the University. Additional days of vacation will be scheduled at times that are mutually convenient to both the MBU and the University.

4. Continued Vacation Accruals

An MBU while on leave of absence for any of the following reasons will be entitled to retroactive accrual of vacation time, provided that he/she returns to work for a period of at least six (6) months of regular work weeks subsequent to the leave:

Parental Leave (Under Rhode Island law)
Medical Leave (Specially authorized Family and Medical Leave Under University Family Leave Policy, in accordance with law)
Workers' Compensation
Temporary Disability
Other University authorized leaves under this Agreement

5. Termination of Employment

Upon termination of employment, either voluntarily or involuntarily, an MBU will receive pay for any vacation time which has been earned but not yet taken.

6. Rate of Vacation Pay

All vacation pay is based on straight-time rates.

7. Use of Vacation Time

Should a holiday occur during an MBU's vacation period, an additional day of vacation will be allowed at another time.

Section 9.2 Sick Leave

A. Full-time MBUs hired on or after July 1, 2014 will earn twelve (12) sick days per year, cumulative to forty (40) days. Part-time MBUs hired on or after July 1, 2014 shall accrue sick time on a prorated basis. Full-time MBUs hired prior to July 1, 2014 will earn fifteen (15) sick days per year, cumulative to forty-five (45) days. Part-time MBUs hired prior to July 1, 2014 shall accrue sick time on a prorated basis. All MBUs working less than a scheduled forty (40) hour week assignment, even if temporary, will accrue sick time on a prorated basis.

B.

1. Full-time MBUs who use two or fewer sick days in the fall semester shall be credited with two personal days which may be used at a mutually agreeable time. Full-time MBUs who use two or fewer sick days in the spring semester shall likewise be credited with two personal days which may be used at a mutually agreeable time.

2. Part-time MBUs who use one or fewer sick days in a full calendar year shall be credited with two personal days to be used in the following calendar year at a mutually agreeable time.

C. MBUs, after one (1) year of continuous employment, who are known to be ill, supported by satisfactory medical evidence, may be granted an unpaid, extraordinary sick leave of absence for a period not to exceed six (6) months, subject to approval of the Chief Human Resources Officer, which shall not be arbitrarily or capriciously withheld. An MBU will be entitled to return to work in the same classification when the leave has expired. There will be no loss of seniority during a sick leave of absence.

D. As part of the above provisions of this Article, and to run concurrently with any leave authorized hereunder when the illness is an enabling event under law, all MBUs shall be entitled to unpaid leave as per the provisions of the State and Federal Family and Medical Leave Acts. The University agrees to comply with the provisions of the FMLA and Rhode Island Parental and Family Medical Leave Act, including but not limited to notifying MBUs on each occasion when leave time is credited against state and/or federal leave entitlements.

E. At the expiration date of all such leaves, the MBU will be returned to the same or a similar position. If the MBU does not report to work following the leave, the MBU may be terminated.

F. 1. An MBU on authorized leave without health benefits shall have the option to purchase health benefits at the group rate.

2. The University shall continue to contribute its portion of the monthly health insurance and dental insurance premiums for any full-time MBU while the MBU is out on an authorized leave or workers compensation leave for a period of six (6) months.

G. Any MBU who utilizes sick leave for a sudden illness shall contact his/her supervisor, or by utilizing such method specifically directed by the employee's supervisor, to notify the University, as soon as reasonably possible, but no later than one (1) hour for first (1st) shift and two (2) hours for second (2nd) shift prior to the beginning of the MBU's scheduled shift.

In the case of an absence lasting longer than three (3) or more consecutive working days, the employee, upon request by the University, may be required to present reasonable evidence of the reason for the absence by way of a note from a licensed health care provider.

Any MBU who has utilized in any fiscal year more than ten (10) days of sick leave for which no confirming reasonable evidence has been provided may be required to submit reasonable evidence of the need for such sick leave by way of a note from a licensed health care provider.

Upon receipt of a statement from a physician describing a chronic or debilitating illness, the three (3) or ten (10) day validation requirement shall be waived as a matter of regular course. Any MBU suffering from a certified chronic illness, must at least once every twelve (12) months provide the University with medical re-certification of such illness.

In the event the University reasonably suspects abuse of sick leave or following twelve (12) days of sick time usage during a fiscal year, the University, Union and the MBU shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in an attempt to avoid disciplinary action.

Nothing herein prevents the University from independently investigating potential abuse and acting upon that investigation; such action being subject to the grievance procedure.

Section 9.3 Bereavement (Death in Immediate Family)

A. Full-time MBUs, following probation, will receive five (5) consecutive calendar days of bereavement leave beginning with the day after the day of death, with full pay for actual scheduled work time lost upon the death of the full-time MBU's husband, wife, father, mother, son, daughter or person living in the same household for a minimum of nine (9) months. Three (3) consecutive calendar

days of bereavement leave beginning with the day after the day of death, with full pay for actual, scheduled work time lost, will be granted upon the death of the full-time MBU's brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law or grandparents. The University may require proof of death when reasonable under the circumstances.

B. Part-time regular MBUs, following probation, will receive five (5) consecutive calendar days of bereavement leave beginning with the day after the day of death, with full pay for actual scheduled work time lost as per the posted schedule upon the death of the regular part-time MBU's husband, wife, father, mother, son, daughter or person living in the same household for a minimum of nine (9) months. Part-time regular MBUs will receive three (3) consecutive calendar days of bereavement leave beginning with the day after the day of death, with pay for actual scheduled work time lost as per the posted schedule upon the death of the regular part-time MBU's brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law or grandparents. The University may require proof of death when reasonable under the circumstances.

C. An otherwise eligible MBU on vacation may change vacation status to bereavement leave with no loss of vacation to the MBU by immediately notifying his/her supervisor. Following bereavement leave, an MBU may elect to continue vacation or return to work, in accordance with the provisions for use under ARTICLE 9, Section 9.1, Vacation, above.

D. A full-time MBU with at least one (1) full year of Dining Service employment, may upon the death of a great grandparent, stepfather, stepmother or step child, utilize up to three (3) days of sick leave accrued by an MBU. This allowance is capped at six (6) days per year during the term of this Agreement.

E. A part-time MBU with at least two (2) full years of Dining Service employment, may upon the death of a great grandparent, stepfather, stepmother or step child, utilize up to three (3) days of sick leave accrued by an MBU. This allowance is capped at six (6) days per year during the term of this Agreement.

Section 9.4 Jury Duty

A. When a full-time MBU is called to serve on a jury, he/she shall be released from the obligation to report to duty at the University and the University shall pay the difference between the MBU's regular wages for his/her regular schedule and any sums paid by the court to the MBU on account of his/her Jury Duty service. Full-time MBUs will be released from reporting to work for that period of time actually required to serve.

B. When a part-time MBU is called to serve on a jury, the part-time MBU shall be released from the obligation to report to his/her scheduled duties at the University and the University shall pay the difference between the MBU's regular wages for

the period scheduled to work and any sums paid by the court to the MBU on account of his/her Jury Duty service. Paid Jury Duty time provided for under this section shall not exceed a maximum of four (4) weeks in any calendar year.

C. If and when excused from Jury Duty with more than one (1) hour remaining in an employee's workday, driving time to the University inclusive, the employee is expected to immediately report to work. Failure to do so shall be considered a disciplinable offense.

D. MBUs are to notify their immediate supervisor as soon as Jury Duty notification has been received. Validation of service day(s) and time (s) shall be provided to the University upon request.

Section 9.5 Military Leave

Upon presentation of duty dates and military orders, an MBU will receive the required number of days of Reserve Leave without pay in addition to his or her regular vacation. The University will continue all fringe benefits for thirty (30) days. Reinstatement rights will be in compliance with all State and Federal laws.

Section 9.6 Holidays

To be eligible for holiday pay, an MBU must have been on the active payroll for the thirty (30) day period immediately preceding the holiday and the next full working day succeeding the holiday. After the eligibility period is satisfied, the MBU must work the scheduled day before the holiday and the scheduled day after the holiday in order to be eligible for holiday pay.

The University recognizes the following holidays:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday in May)
Juneteenth
Independence Day (July 4)
Labor Day (1st Monday in September)
Veterans' Day (November 11)
Thanksgiving Eve
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

All holiday pay is based on straight-time rates.

When MBUs are requested to work on any of the holidays, they shall receive time and one half (1½) their regular hourly rate for all hours worked in addition to their holiday pay.

Section 9.7 Personal Leave

MBUs, after one (1) year of continuous employment, may be granted up to thirty (30) days personal leave of absence. Such leave shall be requested, in writing, as far in advance as practicable. Approval shall not be unreasonably withheld by the University, but must fit into the general business schedule. An MBU will be entitled to return to work in the same classification when the leave has expired. There will be no loss of seniority during a personal leave of absence.

Section 9.8 Leave for Union Business

The University agrees to grant, without discrimination or loss of seniority rights and without pay or paid leave accruals, to any MBU designated by the Union, a leave of absence of up to six (6) months to serve in any Union capacity or any official Union business. The number of MBUs who may be authorized to serve on such leave at any given time shall be limited to one (1).

ARTICLE 10
WAGES

Section 10.1 Minimum Hire Rates

A. Minimum Hire Rates

Classification	Minimum Hourly Hire-in Rate as of October 31, 2022	Minimum Hourly Hire-In Rate as of September 1, 2023	Minimum Hourly Hire-In Rate as of September 1, 2024
Group 1			
Lead Cook	**19.27**	**19.56**	**19.85**
Lead Baker	**19.27**	**19.56**	**19.85**
Lead Catering Cook	**21.00**	**21.32**	**21.64**
Cook	**17.21**	**17.47**	**17.73**
Baker	**17.21**	**17.47**	**17.73**
Group 2			
Prep Cook	**15.00**	**15.23**	**15.46**
Lead Prep Cook	**17.00**	**17.26**	**17.52**
Retail Lead	**17.50**	**17.76**	**18.03**
Retail Attendant	**15.00**	**15.23**	**15.46**

Service Crew Lead	**16.00**	**16.24**	**16.48**
Service Crew	**14.75**	**14.97**	**15.19**
Catering Lead	**17.50**	**17.76**	**18.03**
Catering Attendant	**14.75**	**14.97**	**15.19**
Stock/Driver Lead	**16.00**	**16.24**	**16.48**
Stock/Driver	**14.75**	**14.97**	**15.19**
Utility Crew Lead	**16.00**	**16.24**	**16.48**
Utility Crew	**14.75**	**14.97**	**15.19**
Group 3			
Housekeeper	**14.75**	**14.97**	**15.19**
Waitstaff /Bartender			

1. The Union will be notified of all newly hired MBUs and their starting wage rate.

2. Promotions

   a. Promotions are afforded at the discretion of the University.

   b. MBUs who are promoted into a higher job classification will receive either a three percent (3%) increase to their base salary or the applicable hire-in rate of the promoted position, whichever is higher.

Section 10.2 Wage Increases

A. Year 1

Effective October 31, 2022, any incumbent MBU whose hourly rate is below the minimum hire-in rate listed above shall be brought to those rates retroactive to October 31, 2022.

Effective October 31, 2022, any incumbent MBU with more than 18 months of continuous bargaining unit service (calculated as of September 1, 2022) whose hourly rate is not adjusted pursuant to the immediately preceding sentence shall receive a general wage increase based upon their years of service, as follows, retroactive to October 31, 2022:

Years of Service	**GWI**
More than 15	3.25%
At least 10 but less than 15	3.00%
At least 7 but less than 10	2.75%

At least 3 but less than 7	2.50%
Al least 1.5 but less than 3	2.25%
Less than 1.5	0.0%

B. Year 2

1. Effective September 1, 2023, each MBU shall be granted an hourly base wage increase based upon their years of service as follows, except as noted in section 2 below:

Years of Service	**GWI**
More than 15	3.50%
At least 10 but less than 15	3.25%
At least 7 but less than 10	3.00%
At least 3 but less than 7	2.00%
Al least 1 but less than 3	1.50%
Less than 1	0.0%

2. Effective September 1, 2023, any MBU who had less than 18 months of continuous bargaining unit service (calculated as of September 1, 2022) and whose base hourly wage is equal to or greater than the September 1, 2023 hire-in rate shall receive the following bonus in lieu of the GWI's noted in section 1 above:

   Any such MBU who remains in active status from September 1, 2023 until June 30, 2024 will be paid a one-time retention bonus in the first payroll of July 2024. The amount of the bonus will be calculated as follows:

   Hourly rate at September 1, 2023 * Applicable GWI * Annual Hours Worked

   "Annual Hours Worked" for the purpose of this article shall be defined as 2,080 for full-time MBUs and 1,300 for part-time MBUs.

C. Year 3

1. Effective September 1, 2024, each MBU shall be granted an hourly base wage increase based upon their years of service as follows, except as noted in section 2 below:

Years of Service	**GWI**
More than 15	3.75%
At least 10 but less than 15	3.50%
At least 7 but less than 10	3.00%
At least 3 but less than 7	2.00%
Al least 1 but less than 3	1.50%
Less than 1	0.0%

2. Effective September 1, 2024, any MBU who had less than 18 months of continuous bargaining unit service (calculated as of September 1, 2022) and whose base hourly wage rate is equal to or greater than the September 1, 2024 hire-in rate shall receive the following bonus in lieu of the GWI's noted in section 1 above:

   Any such MBU who remains in active status from September 1, 2024 until June 30, 2025 will be paid a one-time retention bonus in the first payroll of July 2025. The amount of the bonus will be calculated as follows:

   Hourly rate at September 1, 2024 * Applicable GWI * Annual Hours Worked

   "Annual Hours Worked" for the purpose of this article shall be defined as 2,080 for full-time MBUs and 1,300 for part-time MBUs.

Section 10.3 Miscellaneous Provisions

A. MBUs shall be paid bi-weekly on Fridays.

B. Anytime an MBU is requested to work out of a classification which is higher in pay, the MBU shall be paid at the rate of the higher classification after one (1) hour.

C. The salary differential for VIP wait staff catering is seventy-five cents ($.75) per hour.

D. All MBUs assigned to work beyond ten o'clock p.m. (10:00PM) shall be paid a shift differential of eighty cents ($.80) per hour for hours worked after ten o'clock p.m. (10:00 PM).

ARTICLE 11
BENEFITS

Section 11.1 Health Insurance

During the term of this Agreement, the University will provide medical and dental care insurance coverage (Health Insurance) for each full-time MBU. The University shall provide two (2) health care plan options for full-time MBUs. In doing so, full time MBUs can select an alternate health care option that better meets their needs. Each option should be reviewed carefully.

Plan A is Blue Choice or similar plan. Plan B is Health Mate Coast to Coast or similar plan. The premium cost sharing for both medical and dental coverage will be the same percentage as that which the employee contributes to the medical plan they elect.

The employee co-pay for medical and dental coverage is as follows: financial details of each of the two (2) MBU elected plans are as follows:

A. Medical & Dental Insurance Premiums

Plan A Blue Choice (or Substantially Similar)

1. July 1, 2022 through August 31, 2025

   MBUs will contribute twenty-two and one-half percent (22.5%) per year of the annual cost to the University for the MBU's individual or family selected health plan coverage.

2. The premium contributions by MBUs, as set out above, will be made by payroll deduction in equal amounts during each pay period.

3. The University will pay the balance of all premium charges not paid by participating MBUs (as set out above).

4. Wellness Credit. The University will establish a participatory wellness incentive program, the details of which shall, after notice to and consultation with the Association, be published annually to all MBUs. Those MBUs who, on an annual basis (i.e., in a given contract year), meet the requirements of the wellness incentive program in that given contract year shall be entitled to a credit (paid in the form of a partial refund of their premium co-share contribution) in the amount of 4% of the premium for individual coverage participants or 3% of the premium for family coverage participants. Refunds paid to MBUs pursuant to this provision shall be subject to applicable withholdings as required by state and/or federal law.

Plan B Health Mate Coast to Coast (or Substantially Similar)

1. July 1, 2022 through August 31, 2025

   MBUs will contribute twenty-three and one-half percent (23.5%) per year of the annual cost to the University for the MBU's individual or family selected health plan coverage.

2. The premium contributions by MBUs, as set out above, will be made by payroll deduction in equal amounts during each pay period.

3. The University will pay the balance of all premium charges not paid by participating MBUs (as set out above).

4. Wellness Credit. The University will establish a participatory wellness incentive program, the details of which shall, after notice to and consultation

with the Association, be published annually to all MBUs. Those MBUs who, on an annual basis (i.e., in a given contract year), meet the requirements of the wellness incentive program in that given contract year shall be entitled to a credit (paid in the form of a partial refund of their premium co-share contribution) in the amount of 4% of the premium for individual coverage participants or 3% of the premium for family coverage participants. Such refund shall be payable after the conclusion of the fiscal year, but prior to October 1. Refunds paid to MBUs pursuant to this provision shall be subject to applicable withholdings as required by state and/or federal law.

B. Employee Co-Pays

1. Employee Co-pays:

   Employee co-pays shall be as referenced in Attachment A for both medical plans.

C. Deductibles

1. Plan A

Each fiscal year of this Agreement a deductible charge (before first coverage payment) will be charged to and paid by the MBU as follows:

	Individual Plan	Family Plan
July 1, 2022– August 31, 2025	$500	$1,000

2. Plan B

Each fiscal year of this Agreement a deductible charge (before first coverage payment) will be charged to and paid by the MBU as follows:

	Individual Plan	Family Plan
July 1, 2022– August 31, 2025	$750	$1,500

D. Coverage Waiver & Buy Back

If the spouse of an MBU has health insurance covering the MBU and (if applicable) the MBU's family or if the MBU has health insurance coverage through another source, the MBU, in writing, may inform the University and elect not to receive the applicable coverage provided for above.

If such election is made, the University will not provide such coverage. For MBUs who choose to waive the health and dental family insurance according to the conditions set out herein, the MBU shall receive three thousand dollars ($3,000) for each full benefit year of waiver, paid bi-weekly to the MBU, over the period the University would have paid the premium for such medical and

dental coverage waived. Individual coverage waivers shall be one thousand one hundred dollars ($1,100) for each full benefit year of waiver, paid bi-weekly as above. If an MBU is reinstated into the plan because of a qualifying event, the appropriate payment will be prorated. In making such election, the MBU should bear in mind that the ability to re-enroll in the program is limited by insurance contract between University and the health insurance carrier(s).

E. Health Plan Continuity

The plan carrier and plan structure shall be at the discretion of the University. The University also reserves the right to move its health care plan from a fully insured plan to a self-insured plan.

Section 11.2 Life Insurance

The University agrees to provide, without cost, to each full-time MBU sixty thousand dollars ($60,000) worth of term life insurance coverage during their employment with University. This policy will provide the same or substantially similar provisions as the policy in effect as of the most recent collective bargaining agreement.

Section 11.3 Short-Term Disability Insurance

The University will continue to provide, for the term of this Agreement, at the University's expense, each full-time MBU with short-term disability insurance at a level that is substantially similar to that provided as of the most collective bargaining agreement. MBUs who wish to supplement disability payments with accrued and unused sick leave must provide the University with all receipts of all compensation received from any state disability or University-sponsored insurance program and thereafter may charge accrued sick leave to supplement disability payments, receiving in combined total payment, up to one hundred percent (100%) of the MBU's base salary. While temporary disability coverage is provided to an MBU, the University is entitled to receive periodic medical updates from the MBU's physician certifying that the MBU's condition is work disabling.

Section 11.4 Long-Term Disability Insurance

The University will continue to provide, for the term of this Agreement, at the University's expense, coverage for full-time MBUs under a disability insurance plan that is substantially similar to that provided as of the most recent collective bargaining agreement.

Section 11.5 Insurance Carrier

The University may change the insurance carrier or benefit provider for any and all benefit plans provided for by this Agreement, conditioned upon its provision of substantially similar benefits.

Section 11.6 Retirement

All full-time MBUs (and part-time MBUs to the extent allowed by the plan(s)) shall have the option to participate in the University's retirement program for the term of this Agreement. For those who choose to participate, an MBU contribution, through payroll deduction, of five percent (5%) of salary shall be made to the selected program fund. After two (2) consecutive years of full-time employment (as defined by the terms of the retirement plan) with the University, the University will contribute funds equal to eight percent (8%) of the MBU's salary. All contributions made by or on behalf of the employee in accordance with this provision will be immediately vested with the MBU. Part-time MBUs who are considered eligible under the terms of the University-provided plan may participate in accordance with the terms of the plan, including contributions to the plan.

Section 11.7 Tuition Remission

Full-time MBUs with twenty-four (24) months or more of continuous bargaining unit service may apply, and if accepted, may enroll, tuition-free, in any undergraduate course given on any permanent campus maintained and operated by the University, provided that attendance at such course(s) does not conflict with the MBU's normal work hours.

Spouses or dependent children, as defined by the IRS, of full-time MBUs may also apply, and, if accepted, enroll, tuition-free in any undergraduate degree program on any permanent campus maintained and operated by the University. Permanent campus is defined as the Bristol campus and Providence Metro Center campus; "children" is defined to include a step child or adopted child.

Acceptance into a course or undergraduate degree program is necessarily contingent upon availability of classroom space, and also upon the University's assessment of the ability of the student to complete the course or program successfully. Cost of books, supplies and fees are payable by the student.

Maintenance of a minimum cumulative grade point of average of 2.0 is required in order for an eligible MBU or beneficiary to continue to receive tuition remission. If the participant's GPA falls below the minimum GPA of 2.0, tuition remission benefits will be discontinued and will not be reinstated until the cumulative GPA is a 2.0 or greater.

ARTICLE 12
MISCELLANEOUS

Section 12.1 MBUs' Vehicles

A. No MBU shall be obliged to use a privately-owned vehicle for University business.

B. In those instances where an MBU uses their personal vehicle for University business, they shall receive a mileage allowance consistent with the rate uniformly applied throughout the University.

C. The University agrees to pay for the MBU's CDL License renewal fee.

Section 12.2 Gender Inclusive Language

Unless the context otherwise requires, when reference is made to MBUs in this Agreement, the singular number shall include the plural and masculine gender shall include persons of all gender identities.

Section 12.3 Wearing Apparel

A. The University agrees to provide and the MBU must wear day to day working apparel consisting of: shirts, pants, aprons and hats and/or hair restraints as directed. The responsibility of laundering shall rest with the MBU.

1. The following items shall be provided during the term of this Agreement to MBUs:

a. Eleven (11) uniforms and laundry services for full-time cook(s) and baker(s).

b. Five (5) shirts, three (3) pants, three (3) aprons and two (2) hats for all other full-time Dining Services MBUs.

c. Full-time, for purposes of this provision only, is considered as regularly scheduled for five (5) days of work per week. Part-time employees, for purposes of this provision only, are considered and provided uniforms on a prorated basis as follows:

1. One (1) uniform per MBU plus two (2) uniforms per day of regularly scheduled work for cook(s) and baker(s).

2. One (1) shirt, one (1) pant, one (1) apron and one (1) hat to all part-time MBUs. For an additional two (2) days of regularly scheduled work, two (2) additional shirts, one (1) pant, one (1) apron and one (1) hat will be provided.

2. The University will replace up to two (2) shirts, two (2) pants and two (2) aprons annually, if those items, after reasonable care and laundering, are in a lesser condition, beyond reasonable wear and tear. All other uniform maintenance, including repairs and replacement, is the responsibility of the MBU.

B. The University shall annually provide each full-time MBU with a pair of working shoes which the MBU must wear while working. If, after reasonable care, the shoes are in a lesser condition beyond reasonable wear and tear within the year, the University shall replace them more frequently than annually. The University shall provide each part-time MBU with a pair of working shoes as needed (but not more frequently than annually) which the MBU must wear while working.

Section 12.4 Definitions

Any reference in this Agreement to "children" shall include children by marriage, adoption, guardianship or foster care.

Section 12.5 Individual Performance Evaluations

A. The University and the Union agree that the job performance of each MBU will be formally reviewed at least once per year by the MBU's supervisor.

B. When evaluating MBUs, supervisors may consider such factors as the experience and training of the MBU, the job description and the MBU's attainment of previously set written objectives and goals. Other factors that normally may be considered include, but are not limited to, knowledge of the job, quality and quantity of work, productivity, dependability, initiative, adaptability, attendance and judgment.

C. After the written evaluation has been authorized by the Director of Dining Services, the supervisor and MBU should meet and discuss the evaluation, assess the MBU's strengths and weaknesses in a constructive manner and set objectives and goals in writing for the year ahead. Prior to the meeting, the MBU shall receive a copy of the evaluation. The MBU should be given the opportunity to examine the written evaluation and make written comments about any aspect of it. The MBU and supervisor must then sign and date the evaluation and forward it to the Department of Human Resources for review and inclusion in the MBU's personnel file.

D. Grievances under this Section shall not be subject to arbitration, provided that during the life of this Agreement, an MBU may individually request, in writing, the removal of any but the most current performance evaluation from his/her file. Absent disciplinary action pending or taken, the request will be honored.

E. Once per year, non-probationary MBUs shall be afforded the opportunity to, on an anonymous and voluntary basis, respond to a University-provided evaluation instrument that will offer meaningful questions and ratings related to the performance of dining managers with responsibility for the MBU's classification.

Section 12.6 Labor/Management Meetings

In an effort to improve Union/Management relations, both parties agree to meet for Joint Labor/Management Meetings. These meetings shall convene no less than three (3) times per calendar year; once in mid-October, once in mid-February and once in mid-August.

The Union shall have the right to appoint up to four (4) MBUs to such committee for the purpose of discussing non-grievance related issues. Meetings will normally take place during normal business hours. The University agrees that time incurred during a scheduled work shift and as a result of attending these meetings will be fully paid release time from their work shift.

If necessary, extra meetings may be requested by either side with a two (2) week notice to the other party to discuss urgent matters that may come up from time to time.

Section 12.7 Election Days

The University will make all reasonable efforts to avoid scheduling any MBU to work on Election Day in a manner that prevents them from having an opportunity to vote.

ARTICLE 13
AUTHORITY OF AGREEMENT

Section 13.1 Validity

In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, state or federal law, the parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the Agreement shall remain in full force and effect.

Section 13.2 No Individual Agreements

While the parties are encouraged to work out problems informally:

A. The University shall not enter into any individual agreement with any MBU covered by this Agreement in conflict with this Agreement.

B. It is mutually agreed that no MBU covered herein shall have the right to waive or modify any of the terms of this Agreement without the written consent of the Union and the University.

Section 13.3 Successor Clause

Through August 31, 2025 only, this Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or contractual obligations herein contained shall be modified, altered or changed in any material respect whatsoever unless there are current plan documents or benefits which may not be transferable or assumable by the successor

organization; those provisions would be negotiated by said successor. Effective September 1, 2025, the preceding sentence shall be null, void and unenforceable.

Section 13.4 Interpretation of Agreement

The only persons authorized to interpret this Agreement on behalf of the Union shall be the officers of the local union, and the only persons qualified to interpret this agreement on behalf of the University shall be those employees of the Office of General Counsel and/or their duly appointed University management designees.

ARTICLE 14
WORKPLACE VIOLENCE

The University agrees that upon the Union's request, the parties will devote at least once per year, their Labor Management Meeting's agenda to discussion of procedures, training, and protocols that can protect MBUs in the case of a shooting, other violent attack, or another similar emergency in the workplace, as well as to discuss and collaboratively explore what reasonable workplace violence education and prevention measures may be taken to promote the safety of all members of the campus community.

ARTICLE 15
JOB DESCRIPTIONS

The University shall provide to each newly hired MBU covered by the Agreement a copy of the MBU's job description. Existing MBUs shall be provided a copy of their job description upon request. Whenever the University decides to make a major or substantial change in a classification's existing job description, or institute a new one, it shall confer with the Union and will, to the extent required by law, meet to negotiate with the Union over the effects of any such changes.

ARTICLE 16
NON-DISCRIMINATION

The provisions of this Agreement and all related employment practices shall be applied without discrimination against any employee on the basis of race, color, religion, national or ethnic origin, age, sex, sexual orientation, gender expression or identity, disability, veteran status or any other legally protected basis as defined by law and unless otherwise prohibited by applicable law. The University and the Union agree that no employee shall be discriminated against on account of their membership in, or activities, on behalf of the Union or the exercise of their rights under law.

ARTICLE 17
NEW CLASSIFICATIONS

The University will notify the Union before establishing a new classification not presently listed within this Agreement. Prior to such introduction, the Union and the University shall meet and discuss the conditions by which introduction will be made.

ARTICLE 18
MODIFICATION

This agreement shall stay in full force and effect and shall not be modified unless mutually agreed to in writing by the University and the Union.

ARTICLE 19
DURATION

This Agreement between the University and the Union shall become effective upon ratification by the parties and shall continue in full force and effect until its expiration at midnight on August 31, 2025, and shall be continued from year to year thereafter, unless at least sixty (60) days prior to its expiration date, either the Union or the University give written notice by certified mail to the other that it desires to amend or terminate this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the University and the Union have hereunto caused this Agreement to be signed, sealed and delivered in their names, by their authorized agents, the 15th day of NOVEMBER, 2022.

FOR THE UNION

Domenic T. Pontarelli
Secretary/Treasurer
Chief Negotiator

Sandra Natale
Union Representative
Negotiating Team Member

Jeffrey Dallaire
Union Steward
Negotiating Team Member

Alice Pasqual
Union Steward
Negotiating Team Member

Christopher Johnson
Union Steward
Negotiating Team Member

Brenda Vega
Negotiating Team Member

Megan Pacheco
Negotiating Team Member

FOR THE UNIVERSITY

Joseph P. Sassi
Co-General Counsel
Chief Negotiator

Marc A. Leonetti
Executive Vice President for Finance and Administration
Negotiating Team Member

John J. King, Ed.D.
Vice President for Student Life
Negotiating Team Member

Thomas McDonough
Assistant Vice President of Human Resources
Negotiating Team Member

ATTACHMENT A

DINING MEDICAL INSURANCE EMPLOYEE CO-PAYS

Plan A – Blue Cross Blue Shield Blue Choice

Primary Care:	$30
Specialist:	$50
Urgent Care:	$50
Emergency Room:	$200

Prescriptions:

Generic:	$7
Preferred:	$25
Non-Preferred:	$40
Specialty:	$65

Plan B – Blue Cross Blue Shield HealthMate

Primary Care:	$25
Specialist:	$40
Urgent Care:	$50
Emergency Room:	$150

Prescriptions:

Generic:	$7
Preferred:	$25
Non-Preferred:	$40
Specialty:	$65