

# **AGREEMENT**

**Between**

**UGL UNICCO**

**At**

**111 Westminster Street**

**Providence, Rhode Island**

**And**

**UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND**

**May 1, 2009 through Midnight April 30, 2012**

## TABLE OF CONTENTS

<b>Article</b>		<b>Page No.</b>
	Preamble .....	1
	Witnesseth .....	1
Article 1	Union Recognition.....	1
Article 2	Union Membership.....	3
Article 3	Check-Off .....	3
Article 4	Hours and Overtime .....	4
Article 5	Holidays.....	5
Article 6	Wages .....	7
Article 7	Rights of Management .....	8
Article 8	Safety, Health, Cooperation and Welfare.....	8
Article 9	Health, Dental and Life Insurance.....	9
Article 10	UGL Unicco Security Fund.....	11
Article 11	Seniority.....	11
Article 12	Posting of Notices .....	14
Article 13	Military Service .....	14
Article 14	Vacations .....	14
Article 15	Grievance and Arbitration .....	16
Article 16	Strikes and Lockouts .....	17
Article 17	Bereavement Pay .....	18
Article 18	Disability Benefits .....	18
Article 19	Sick Leave .....	20
Article 20	Discipline.....	20
Article 21	Jury Duty .....	21
Article 22	Equal Employment Opportunity.....	22
Article 23	Job Posting Procedure .....	22
Article 24	Emergency Parking.....	23
Article 25	Entire Agreement.....	23

Article 26	Separability of Clauses .....	23
Article 27	Absences.....	24
Article 28	Successorship .....	24
Article 29	Duration of Agreement.....	24
	Exhibit “A” Wages .....	26
	Appendix “B” English as a Second Language .....	27

# AGREEMENT

## Preamble

*This Agreement* is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between UGL Unicco, (hereinafter called the “Employer”) and United Service and Allied Workers of Rhode Island (hereinafter referred to as the “Union”).

## Witnesseth

In consideration of the mutual covenants herein contained, both parties hereto agree as follows:

1. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between and among the Employer, the Union and the employees covered by this Agreement, to promote the safety and welfare of employees, and to stabilize employment.
2. In order to insure true collective bargaining and to establish proper standards of wages, hours and working conditions, the Employer pledges courteous and considerate treatment to its employees, and the Union and the employees in turn pledge their loyal and efficient service to the Employer.
3. This Agreement supersedes all previous agreements written or oral, side letters, letters of understanding, other similar documents and represents the entire agreement between the parties.

## Article 1

### Union Recognition

- 1.1 This Agreement relates to and covers, and the term “Employees” as used in the Agreement shall include, all of the building service employees at the work site located at 111 Westminster Street, Providence, Rhode Island, except all other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect

changes in the status of employees or effectively recommend such action, provided, however, that the following working foremen shall not be considered supervisory employees: lead boiler operator.

- 1.2 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees and the Employer covered by this Agreement in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment. The Employer agrees not to perform work with nonunion employees except in emergency situations.
- 1.3 The Employer agrees to deduct from their earned wages on a monthly basis and remit to their Local Union legal dues of those employees to whom this Agreement applies who are members of the Union and who individually authorize such a deduction in writing on a form approved by the Employer and the Union, in such amount as shall be specified on said written form, provided at least seventy-five percent (75%) of the employees to whom this Agreement applies shall so authorize such deductions.
- 1.4 The Employer agrees that during the period of this Agreement it will not interfere with the right of any employee to become a member of the Union and that there will be no discrimination, interference, restraint, or coercion by it or by any of its agents against any members of the Union because of membership in the Union. Likewise, the Union agrees that neither the Union, nor any of its members, during said period, will solicit Union membership during working hours.
- 1.5 The Union and the Employer agree that the latter at any time and from time-to-time after notice to one of the officers of the Union, may call and hold meetings of the employees for the purpose of discussion matters of mutual interest. A field representative of the Union may be present at any such meeting.

- 1.6 The Union agrees that while collective bargaining negotiations are proceeding, the Employer may keep its employees fully informed as to the issues involved, the position taken by both parties, and the progress made from time-to-time.
- 1.7 The Employer agrees that it will release without loss of pay up to four (4) bargaining unit members for the purpose of attending future contract negotiations.

## **Article 2**

### **Union Membership**

- 2.1 All employees in said bargaining unit shall be or shall become members of the Union within thirty (30) days after the execution of this Agreement, and any new employee in said bargaining unit shall be or shall become a member of the Union within a period of thirty (30) days after such employee shall have been hired by the Employer. All such employees shall, as a condition of employment, remain in good standing of the Union during the term of this Agreement to the extent of paying the initiation fee and the periodic dues uniformly required of all Union members.

## **Article 3**

### **Check-Off**

- 3.1 The Employer agrees that upon written authorization signed by each employee to deduct monthly from the earned wages and remit to the Local Union membership dues as set in accordance with the Constitution of the Union. The Employer further agrees upon such authorization to deduct the initial fees and to remit same to the Union.
- 3.2 All such dues and initiation fees will be payable from the Employer to the Union not later than the fifteenth (15<sup>th</sup>) of the month following the month in which they are deducted. At the time the Employer remits monthly dues to the local Union it will also furnish the local Union with a list of newly hired employees, their social security

numbers, dates of hire, job classifications and rates of pay and a list of employees terminated or on leave of absence since the last such list was furnished.

- 3.3 The Union hereby certifies that the present amount of its membership dues has been fixed pursuant to the constitution and bylaws of the Union. In the event the amount of its dues is hereafter changed, the Employer will deduct the changed amount after receiving from the Union written notification thereof, signed by the Secretary-Treasurer of the Union.

#### **Article 4**

#### **Hours and Overtime**

- 4.1 The basic workweek for day porters, utility persons and heavy duty cleaners will be forty (40) hours, and the basic work week for part-time workers will be twenty-five (25) hours. These hours in all cases, except in the case of heavy-duty cleaners and part-time workers, and except in the case of boiler operators during the heating season, will be exclusive of lunch periods.
- 4.2 Hours of work shall be continuous except for a lunch period for all employees (excluding heavy duty cleaners and part-time workers), which shall not exceed one (1) hour each day. The Employer shall have the right to fix, and from time to time change, the working hours. Regular day staff hours will be from 7:00 am to 4:00 pm.
- 4.3 One and one-half times the employee's regular rate of pay will be paid for all hours worked in excess of forty (40) hours in any one week and for hours in excess of eight (8) hours in any one day, but nothing herein shall be construed as requiring a duplication of overtime wage payment involving the same hours of labor. Paid holidays, vacation time, sick leave, and family death leave shall be considered hours worked in the calculation of overtime.

- 4.4 All light duty cleaners who work between the hours of 5:00 pm and 1:00 am can receive a fifteen (15) minute break at a time designated by the Employer.
- 4.5 Any full time employees who work four (4) or more hours of overtime (over eight (8) hours in a day) shall receive a one-half (½) hour paid meal break.

## **Article 5**

### **Holidays**

5.1 The following days, or the day following each of them falling on a Sunday, shall be recognized as holidays with pay for each employee on the Employer's payroll, provided such day or following day is a scheduled work day of such employee:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- VJ Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- \*President's Day

\*Employer may substitute if building is open.

5.2 In case of employees who are not scheduled to work on any of the holidays set forth in paragraph 5.1 of this Article, the Employer shall have the option of granting such employees a substitute work day off with pay, such day to be of the employee's choosing but subject to work scheduling requirements or, in lieu thereof, an additional days pay.



5.3 Paragraphs 5.1 and 5.2 of this Article are subject to the following requirements:

a. That such employee work his or her full schedule of hours on the work day next preceding the holiday and on the work day next following the holiday unless prevented from working by his or her illness, as the case may be; provided, however, that holiday pay shall not be paid an employee absent on one or both of such days by reason of long-term illness lasting five (5) or more working days. After the above five (5) or more working days, holiday pay shall only be paid to employees who are on the active payroll of UGL Unicco and are receiving full pay at the time the holiday occurs. All employees shall be subject to the call of the Employer for work on holidays, which holiday work shall be rotated among the employees in a reasonable manner in the discretion of the Employer. If any such employee is requested to work on a holiday and fails to do so because of any cause except illness, it shall be in the discretion of the employer whether or not he or she shall be paid for such holiday. Any such payment shall be an amount equivalent to the then scheduled days pay at the employee's prevailing hourly rate.

5.4 Any employee required to work on any of the above named holidays shall be paid at time and one-half (1 ½) for the hours actually worked on such holiday in addition to such holiday pay.

5.5 In those years where Christmas Eve falls on a regular work day, both full and part-time employees who are scheduled to work on such day shall receive a half-holiday with pay; provided, however, that boiler operators and others who must work on such day shall receive a half-holiday with pay; provided, however, boiler operators, and others who must work the entire day will receive a half-days pay in addition to their regular days pay.

- 5.6 In those years when New Year's Eve falls on a regular work day, both full and part-time employees who are scheduled to work on such day shall receive a one-half personal day with pay; provided, however, that those employees required to work on such day by nature of assignment or category shall receive an extra one-half day pay for New Year's Eve.

## **Article 6**

### **Wages**

- 6.1 The Employer agrees to pay to the employees covered by this Agreement during the term hereof the wages set forth in a memorandum attached hereto, made a part hereof, and entitled "Exhibit A". Cleaners (heavy duty) shall receive a wage differential of seventy-five (\$0.75) cents per hour for all hours spent on the following jobs ("Bull Work"): chipping and removing of floor tile, moving of steel wall partitions, removal of debris resulting from plaster and masonry wall demolition, and moving heavy construction materials to job site. Such cleaners, when filling dumpsters on wage differential, shall be required to move the dumpsters to the building passageway. Special Utility employees and Day Porters shall also receive such wage differential for all hours spent performing demolition work during regular working hours, but this premium will not apply to demolition work performed on an overtime basis.
- 6.2 If any employee is permanently transferred to a lower rated job, he shall receive the rate of pay for the job to which he is transferred. If any employee is temporarily transferred to a lower rate job, he shall receive either his regular rate of pay or the rare of pay for the job to which he has been transferred whichever is higher.
- 6.3 If any employee is transferred to a higher rated job, he shall receive the rate of pay for the job to which he is transferred.
- 6.4 Employer agrees to overnight mail a replacement paycheck for next business day delivery as a result of any error or omission in the original paycheck.

## Article 7

### **Rights of Management**

7.1 Except as specifically otherwise provided herein, nothing contained in the Agreement shall be construed as limiting the Employer in any way in the exercise of regular and customary functions of management, including, without limiting the generality of the foregoing, among such functions, the right to hire, transfer, discharge, lay off and discipline employees; the right to determine how, when, where and by whom work is to be performed; and generally, the right to make and enforce such rules and regulations relating to the operations of the Employer's buildings as it shall determine advisable.

## Article 8

### **Safety, Health, Cooperation and Welfare**

8.1 The Employer shall make provisions for the safety and health of its employees at its buildings during the hours of their employment, and the employees, in turn, will be expected to cooperate with the Employer in keeping the buildings clean and sanitary.

8.2 The Employer shall make every effort to maintain a comfortable temperature throughout the buildings insofar as possible and within federal energy guidelines and regulations.

8.3 The Union assures the Employer that it will cooperate with management toward the efficient operation of the building and in particular in assisting in:

- a. Maintaining regular and punctual attendance of all employees.
- b. Causing employees to start work promptly and to continue work up to the regular quitting times.

- c. Promoting increased care on the part of employees in handling of materials, tools, machinery and equipment, and the limitation of waste.
  - d. Causing the employees cheerfully to comply with reasonable rules relating to the conduct of operations in the buildings.
  - e. Producing the highest quality and quantity of work.
  - f. Causing employees to bring in their time cards personally and in accordance with the rules.
  - g. Observance of smoking rules.
  - h. The preservation of order.
  - i. The promotion of health and safety and the prevention of accident.
  - j. Causing the employees to immediately report to the Site Manager any accidental injury and to comply with any rules requiring medical examination or treatment.
- 8.4 New temporary employees are not eligible for health, dental, life, and 401k benefits.

## **Article 9**

### **Health, Dental and Life Insurance**

- 9.1 The Employer agrees to make available to its employees health insurance coverage under its Blue Cross Blue Shield of Massachusetts programs as follows:
- a. National Preferred Provider Organization (PPO).
  - b. National Exclusive Provider Organization (EPO).

- c. Blue Care Elect \$5,000 Deductible (PPO).
- d. Blue Care Elect \$3,000 Deductible (PPO).

The Employer will also make available dental insurance coverage through its MetLife High Option dental insurance plan.

9.2 Employees who select single coverage under the National Preferred Provider Organization (PPO) and the National Exclusive Provider Organization (EPO) plans shall contribute two (\$2.00) dollars per week toward the cost of the plan; those employees who select family coverage under these plans shall contribute five (\$5.00) dollars per week towards the cost of the plan. The Employer shall pay for the full cost of either single or family coverage for those employees who elect one of the Blue Care Elect (PPO) plans. The Employer shall also pay the full cost of either single or family coverage for those employees who desire dental insurance under the Employer's MetLife High Option dental plan. The employee contributions, as described in this paragraph, shall remain unchanged throughout the term of this Agreement.

9.3 The Union acknowledges that the Blue Cross Blue Shield of Massachusetts medical insurance plans and the MetLife dental insurance plan, which are referenced above, are Company sponsored plans provided directly by the Employer covering its employees nationally. Therefore, the Union further acknowledges that the Employer reserves the right to change, modify, add or delete any item of the benefit plan design of these coverages at any time so long as such change is consistent with the coverages that are applied to these plans nationally with other employees of the Employer and such changes are not directed specifically at the employees in the bargaining unit.

- 9.4 The Union acknowledges that the Employer has the right to change insurance carriers. In the event of such change in insurance carriers, the Employer agrees to discuss with the Union, in advance of such change, the potential for disruption in network and participating providers.
- 9.5 Full-time and part-time employees will be provided with group life insurance worth twice the employee's salary.

### **Article 10**

#### **UGL Unicco Security Fund**

- 10.1 All present full-time and part-time employees shall be eligible to participate in the UGL Unicco Security Fund. Employees may elect to make pre-tax deductions from their weekly pay and invest these monies in their choice of various fund elections.
- 10.2 In addition the Company shall make a contribution of four (4%) percent of the employees rate of pay into the Fund according to the Fund election of the employee. Employees shall receive regular statements as to the status of their accounts.

### **Article 11**

#### **Seniority**

- 11.1 Seniority, meaning the length of continuous service of an employee within a job classification, shall govern in case of the reduction of the number of employees, in the recalling to work of employees previously laid off, as between employees who, in the opinion of the Employer, are substantially equally qualified. If the Union claims that any decision of management constitutes an abuse of discretion, the matter shall be taken up by the Union within five (5) working days and shall be disposed of under the grievance procedure established in this Agreement.

- 11.2 Seniority shall be the relative status of employees in each job classification in respect to length of service with the Employer. Length of service shall be the total accumulated actual service with the employer, excluding any service prior to previously loss of seniority. Employees who were part of the bargaining unit as of September 1, 1991 will have their length of service calculated to include qualified service with the prior employers, Fleet National Bank previous service with UGL Unicco, and service with Eastern. Job classification seniority shall be based solely on the employee's length of service in said job classification.
- 11.3 An employee transferred from one job classification to another at the discretion of the Employer, or at his own request, shall retain in the job classification from which he was transferred and the seniority he had attained up to the time of the transfer. Except in the case of a transfer of an employee from a wholly dissolved job classification, the employee shall have seniority in the job classification to which he is transferred only from the date he began work therein; and in the event of a layoff in the last mentioned job classification, he shall have the privilege of returning to the job classification from which he was transferred with seniority as if the original transfer had not been made. The transfer of an employee from a wholly dissolved job classification to another job classification shall be without loss of seniority.
- 11.4 A registered letter mailed to the employee's last known mailing address will constitute reasonable effort by the Employer to re-engage employees laid off. All rights under this Article shall be forfeited by any such employee who does not report for work as requested within three (3) working days of the receipt of such registered letter or fails to advise the Employer of his intention to do so.
- 11.5 Employees who are laid off shall retain all rights under this Article for a period equal to their length of continuous service prior to layoff, up to a maximum of twelve (12) months, and the time laid off (not to exceed twelve (12) months), shall be counted as accumulative service.

- 11.6 All seniority rights of an employee then accrued to him under this Article shall be lost in the event of a break in his continuous service for the Employer caused by any one of the following either before or after the date of this Agreement.
- a. His discharge.
  - b. His voluntary termination of employment.
  - c. His layoff for a period exceeding that set forth in paragraph 11.5 above.
  - d. Failure to return to work for a recall after one (1) week notification by certified mail.
- 11.7 Any employee who is promoted to a supervisory position after the date of this Agreement shall not forfeit any of his seniority in his former job classification. All such time worked in such supervisory position shall be added to his regular job classification seniority if and when he shall return to his former regular job.
- 11.8 Stewards, by job classification, shall have top seniority for layoff and recall purposes only.
- 11.9 With respect to any transfer or promotion of any employee covered hereunder, management has the sole discretion as provided in the management rights clause contained in this agreement to transfer, promote or assign whomever it chooses. These decisions will be based on each person's performance and attendance record (in regard to the lack of uncertified absenteeism). Should two (2) or more employees being considered for any transfer or promotion be deemed by management to be equal after consideration of these factors, then seniority with the Employer will control. Management is the sole determiner of performance ratings hereunder.
- 11.10 All temporary employees shall have their original hired date serve as the basis of their seniority.



## Article 12

### Posting of Notices

- 12.1 All notices affecting employees may be posted by the Union on a bulletin board in a conspicuous place in the building, designated by the Employer. Such notices shall be first submitted to the Employer and must receive its approval before being posted, but the Employer shall act with reasonable diligence in either approving or disapproving the posting of the same.

## Article 13

### Military Service

- 13.1 Employees who enter the armed services of the United States will be entitled to re-employment rights and other benefits in accordance with the provisions of law.

## Article 14

### Vacations

- 14.1 Every employee in good standing on the payroll of the Employer for the week ending May 30<sup>th</sup> of any year in which this Agreement shall be in force will be entitled to a vacation, with pay, hereinafter set forth.

<b>Period of Employment</b>	<b>Vacation Earned</b>
▪ At least six (6) months but less than one (1) year	- One (1) week
▪ At least one (1) year but less than eight (8) years	- Two (2) weeks
▪ At least eight (8) years but less than fifteen (15) years	- Three (3) weeks
▪ Fifteen (15) years or more	- Four (4) weeks

- 14.2 Eligibility in the beginning of the calendar year in both the employee's eight (8<sup>th</sup>) and fifteenth (15<sup>th</sup>) year anniversaries shall make the employee eligible for the larger vacation allowance at the beginning of said calendar year.
- 14.3 Vacation pay will be computed at the straight-time rate, excluding any shift differential, for hours per week that an employee is normally scheduled to work.
- 14.4 For the purposes of this Article, the Employer agrees that unless an employee has been discharged for cause, or unless an employee has voluntarily left the employ of the Employer, he shall be considered "in good standing on the payroll" on May 30<sup>th</sup> of the applicable year.
- 14.5 All vacations for the Boiler Operators provided for herein shall be taken between June 1<sup>st</sup> and September 30<sup>th</sup> except by mutual agreement of the employees and the Employer. All other employees may take vacations year round subject management approval. All employees shall be given a choice of vacation insofar as possible upon the basis of seniority, but it is definitely understood that the Employer shall be the final judge as to whether work requirements permit such a vacation to be granted at that time any employee desires.
- 14.6 If the Employer decides that full-time operations are necessary, the employees who otherwise would be entitled to a vacation aforesaid will continue their regular work without a vacation and will receive, in addition to compensation for the time worked during the vacation, vacation pay as stated above.
- 14.7 If a day recognized as a holiday with pay, as provided in Article 5, paragraph 5.1 or paragraph 14.2 hereof, occurs during an employee's vacation, the employee shall be entitled to an extra day of vacation which may be taken in accordance with the guidelines set forth in Article 5 - Holidays.

- 14.8 Notwithstanding the foregoing, all employees covered by this Agreement shall, in the year of their retirement, receive vacations with pay at such times as may be determined by the Employer based upon the following formula:
- a. Employees with more than six months but less than twelve (12) months service shall receive a paid vacation of one-half ( $\frac{1}{2}$ ) day for each full month of service since the June 1<sup>st</sup> preceding their retirement date.
  - b. Employees with twelve (12) months but less than eight years service shall receive a paid vacation of one (1) day for each full month of service since the June 1<sup>st</sup> preceding their retirement date.
  - c. Employees with eight (8) years but less than fifteen (15) years service shall receive a paid vacation of one and one-half ( $1\frac{1}{2}$ ) days for each full month of service since the June 1<sup>st</sup> preceding their retirement date.
  - d. Employees with fifteen (15) or more years of service shall receive a paid vacation of two (2) days for each full month of service since the June 1<sup>st</sup> preceding their retirement date.

## **Article 15**

### **Grievance and Arbitration**

- 15.1 All disputes arising out of this Agreement or its application to any situation that may arise during the term of this Agreement shall be taken up in the following manner:
- a. The individual employee shall take up the matter with a representative of the Employer.
  - b. If the matter is not settled as a result of their discussion, the employee and the Union Representative shall take the matter up with the immediate supervisor of the employee involved.

- c. If the matter is not settled as a result of their discussion, the matter shall be referred to the principal office of the Employer and the Business Agent of the Union.
  - d. If no settlement is reached within ten (10) days after the Step 3 discussion of the act which is the subject of the grievance either party (the Employer or the Union) may, by written notice to the other, demand that the matter be submitted to arbitration under the rules of the American Arbitration Association. The Employer may initiate a grievance regarding the interpretation of this Agreement by serving written notice on a Representative of the Union responsible for representing the bargaining unit of the Employer. The decision of the arbitrator shall be final and binding on both parties. Expenses incurred through arbitration will be shared equally by the Employer and the Union.
- 15.2 The arbitrator shall have no authority to add to, alter, or detract from any of the provisions of this Agreement. It is the function of the arbitrator to apply only the terms of this Agreement to the applicable job locations under the scope of this Agreement.

## **Article 16**

### **Strikes and Lockouts**

- 16.1 Both parties to this Agreement agree during its term there will be no strikes, stoppages of work, slowdowns, or any other interference with operations by the employees and no lockout of the employees by the Employer. The Union agrees that if, in violation of the provisions of the Agreement, members of the Union shall engage in any strike, stoppage of work, slowdown, or other interference with operations of the Employer, the Union will immediately order full resumption of work and that no disputes will be taken up for settlement until there has been full resumption of work. The Union

further agrees that those failing to comply with any such Union order shall be disciplined by the Union and shall cease to be employees of the Employer.

## **Article 17**

### **Bereavement Pay**

- 17.1 In case of the death of a member of the immediate family of an employee, other than a probationary employee, the employee shall be granted an actual amount of days needed but not to exceed three (3) working days off to attend the funeral of the deceased. He shall be compensated by multiplying his regular straight time hourly rate by the number of scheduled hours lost. Such days off are not to be considered time worked for the purpose of computing premium pay, other than overtime pay and if any such day off shall coincide with a paid holiday, the employee shall not receive holiday pay in addition to funeral leave pay. Members of the immediate family shall be the husband, wife, son, daughter, father, mother, mother-in-law or father-in-law of the employee. Members of the immediate family shall also include the brother or sister of an employee as well as his or her grandparents. However, bereavement leave for grandparents may not exceed one (1) working day to attend the funeral of either grandparent.
- 17.2 One (1) bereavement day shall be granted when the employee is unable to attend the funeral of a deceased member of an immediate family relative.

## **Article 18**

### **Disability Benefits**

- 18.1 Full-time and part-time employees shall accrue disability benefits up to a maximum of one hundred and five (105) days based upon an accrual of seven (7) days of disability benefits in each completed calendar year of service in which they are absent fifteen (15) days or less for reasons other than vacation, absence because of death in family

as provided for in this Agreement and absence due to job related injury covered by Workers' Compensation Insurance.

- 18.2 Benefits will begin on the first day of the second consecutive week of disability absence and will continue for the number of days that the employee has accrued; provided that the disability continued throughout this period of accrued time. When an employee returns to work following a disability absence, and within seven (7) calendar days of his return again becomes disabled from the same causes, the second period of disability absence will be treated as a continuation of the first period of absence.
- 18.3 The benefit payable by the Employer will be the disabled employee's basic hourly rate (not including any differential) multiplied by the number of hours per week that the employee is normally scheduled to work. If the employees receiving Workers' Compensation benefits, the benefits payable by the Employer under this Article will be reduced by the amount of the Workers' Compensation payment.
- 18.4 Accrued benefits used by an employee during a period of disability absence will be restored only by future accruals.
- 18.5 To receive benefits under this Article from the Employer, the disabled employee must submit medical evidence of disability that is satisfactory to the Employer. This medical evidence of disability may include, but is not limited to, certificates from the employee's physician and examination by a physician selected by the Employer.
- 18.6 Effective June 1, 2002 full-time employees shall be credited with seventy-seven (77) days towards the disability benefits accrual and part-time employees shall be credited with seven (7) days.

**Article 19**

**Sick Leave**

19.1 Full-time employees with one (1) or more years of service will be entitled to six (6) days of sick leave at any time or times during the year without medical evidence of disability. Each part-time employee with one (1) or more years of service will be entitled to five (5) days of sick leave at any time or times during the year without medical evidence of disability. At the end of April of each year employees shall receive a payment for unused sick days.

**Article 20**

**Discipline**

20.1 The Employer may terminate the services of any probationary employee at any time prior to the completion of the ninety (90) day probation period without recourse to the Union. However, after sixty (60) days, the employee shall be appraised of his or her job performance to that date, in writing.

20.2 The Employer shall have the right to discharge or suspend other employees for just cause subject to the employee's right to grieve. However, prior to discharging an employee the supervisor shall make reasonable efforts to contact the steward to arrange for a meeting between the supervisor, the employee and the steward. If the Supervisor is unable to reach the steward, or if the employee's condition constitutes a danger to himself, others or property, the supervisor may, suspend the employee and arrange for a meeting to be held as soon as possible.

20.3 Employees are expected to comply with all terms and conditions of the Agreement between UGL Unicco and the United Service and Allied Workers of Rhode Island.

The Employer recognizes that the severity of a rule violation should cite the discipline imposed and that certain offenses do not warrant immediate suspension or discharge if they are a first offense. In such cases, the following scale of penalties shall generally apply:

- First Offense = Oral Warning
- Second Offense = Written Warning
- Third Offense = Suspension or Termination
- Fourth Offense = Termination
- Serious offenses shall result in immediate discharge.

20.4 A record of disciplinary action will remain active in an employee's personnel folder for a minimum period of one (1) year. At the end of that time, if no further actions are recorded, it will be removed from the employee's personnel folder. An employee will be entitled to receive a copy of any disciplinary slips placed in the file and, upon request, an employee may look at his/her file at any time in accordance with the Employer policy.

## **Article 21**

### **Jury Duty**

21.1 A regular employee who is required to serve as a juror shall, for the period of such service, receive the difference between his pay as a juror and his regular straight time pay provided:

- a. The employee furnishes the Employer with evidence of earning from the clerk of the court wherein he served as a juror



- b. The employee reports for work on any day when he is excused from jury duty at such time as will permit the employee to work at least four hours

## **Article 22**

### **Equal Employment Opportunity**

- 22.1 The Employer and the Union agree that there will be no discrimination against any employee or applicant for employment because race, religion, color, national origin, age, sex, mental or physical disability, or status as a disabled or Vietnam Era Veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, other forms of compensation and selection for training, including apprenticeship.

## **Article 23**

### **Job Posting Procedure**

- 23.1 The Employer and the Union hereby agree that when a permanent vacancy occurs in a job classification covered by this Agreement, the Employer will notify the Union and will post a notice of such vacancy in English and Portuguese for five (5) working days. Employees will be allowed to bid on the job by submitting a form provided by the Employer to the Site Manager during the period of time the job is posted.
- 23.2 Employees absent during the five (5) day period may have a written bid request submitted on their behalf by a Union Steward.
- 23.3 Any employee who does not submit a timely bid request in writing for any reason shall lose all rights to the job.

## **Article 24**

### **Emergency Parking**

24.1 The Employer agrees to reimburse snow removal personnel and boiler operators for parking costs in the event that an employee reports to work for snow removal when the City of Providence has a snow emergency parking ban in effect. Such reimbursement shall not exceed the prevailing reasonable and customary parking charge for the required working hours.

## **Article 25**

### **Entire Agreement**

25.1 This Agreement constitutes the entire agreement between the parties with respect to wages, hours, fringe benefits and all matters which have, or could have been discussed during negotiations leading to the execution hereof, and there are no other agreements or understandings, expressed or implied, between the parties. No arbitrator or other person shall have the power to add to or subtract from, or to change, modify or amend the provisions of this Agreement without the mutual consent of the parties. In reaching his decision on any grievance submitted to arbitration, the arbitrator shall be confined to a determination of whether the act or omission complained of violated any of the express provisions of this Agreement.

## **Article 26**

### **Separability of Clauses**

26.1 If any State or Federal law or any court or administrative decision, order or ruling shall be in conflict with any provisions of this Agreement, the provision or provisions so affected shall be made to conform to such law, decision, order or ruling, but in all other respects this Agreement shall continue in full force and effect as written.

## **Article 27**

### **Absences**

- 27.1 No employee shall be entitled to be paid for any absence except as authorized by this Agreement.
- 27.2 Absences for reasonable periods of time with the consent of the Employer, whether with or without pay, shall not affect the seniority rights of an employee.
- 27.3 Health insurance coverage shall be paid to all permanent employees of UGL Unicco at 111 Westminster Street for a period of up to one (1) year for personal illness and for a period of up to six (6) months for approved leave due to family related issues (i.e., illness).

## **Article 28**

### **Successorship**

- 28.1 Any contractor who assumes the cleaning and boiler room operations at the location agrees to be bound by the terms of this Agreement.

## **Article 29**

### **Duration of Agreement**

- 29.1 This Agreement shall be operative as of May 1, 2009, and shall continue in effect until midnight April 30, 2012. It shall be considered automatically renewed from year to year thereafter unless at least sixty (60) days prior to the end of any effective period either party shall service written notice upon the other that it desires to terminate this agreement. Any renewal agreement shall be considered as a new agreement.
- 29.2 Notice hereunder shall be given by registered mail, and if by the Employer, shall be addressed to the United Service and Allied Workers of Rhode Island, 90 Printery Street, Providence, Rhode Island 02904 and, if by the Union, shall be addressed to

111 Westminster Street  
Providence, Rhode Island

United Service and Allied Workers of Rhode Island

Vice President of Labor Relations, UGL Unicco, 200 Broadacres Drive, Bloomfield, New Jersey 07003. Either party may, by like notice, change the address to which registered mail notice to it shall be given.

*In Witness Whereof*, the parties hereto set their hands and seals by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**UGL Unicco**

**United Service and Allied Workers  
of Rhode Island**

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

James B. Canavan  
Vice President – Labor Relations

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

Karen McAninch  
Business Agent

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

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

**Exhibit “A”**

**Wages**

<b>Classification</b>	<b>Effective 05/01/09</b>	<b>Effective 01/01/10</b>	<b>Effective 01/01/11</b>	<b>Effective 01/01/12</b>
Boiler Operator	\$20.79	\$21.31	\$21.84	\$22.39
Lead Boiler Operator	\$22.34	\$22.90	\$23.47	\$24.06
Light Duty (Prior)	\$12.37	\$12.68	\$13.00	\$13.32
Light Duty (New)	\$ 9.19	\$ 9.42	\$ 9.66	\$ 9.90
Day Porter (Prior)	\$14.27	\$14.63	\$14.99	\$15.37
Day Porter (New)	\$ 9.71	\$9.95	\$10.20	\$10.46
Heavy Duty (Prior)	\$14.38	\$14.74	\$15.11	\$15.49
Heavy Duty (New)	\$ 9.83	\$10.08	\$10.33	\$10.59
Special Utility (Prior)	\$18.22	\$18.68	\$19.14	\$19.62
Special Utility (New)	\$14.93	\$15.30	\$15.69	\$16.08
Lead Heavy Duty (Prior)	\$15.06	\$15.44	\$15.82	\$16.22
Lead Heavy Duty (New)	\$10.17	\$10.42	\$10.68	\$10.95

As used herein, “Prior” means an employee hired by Fleet Bank prior to July 1991. “New” means an employee hired after July 1991. Employees hired after 1991 who make in excess of the new rate will continue to be paid their current rate plus any increases that have been negotiated in this Agreement.

## Appendix "B"

### English as a Second Language

UGL Unicco and the United Service and Allied Workers of Rhode Island may establish an ad hoc committee to explore the initiate of *English as a Second Language* and learning opportunities for employees of UGL Unicco employed at 111 Westminster Street, Providence, Rhode Island. The commencing of said activities will be mutually agreeable to the Employer and the Union.