

AGREEMENT
BETWEEN
RHODE ISLAND SCHOOL OF DESIGN
AND
GENERAL TEAMSTERS
LOCAL 251

July 1, 2022 - June 30, 2028

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PREAMBLE

Agreement made and entered into this _____ day of April, 2023 by and between RHODE ISLAND SCHOOL OF DESIGN (hereinafter referred to as “RISD”) and the General Teamsters, Local 251 (hereinafter referred to as the “UNION”) with respect to the bargaining unit.

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

PURPOSE

It is the purpose of this Agreement to help facilitate RISD’s Mission by providing procedures that will encourage frequent communication and a cooperative relationship between RISD and bargaining unit members of the General Teamsters Local 251. The PARTIES hereto bind themselves to maintain and improve the highest standards of Higher Education for the benefit of RISD’s students and recognize that professional relationships with representatives and employees of the bargaining unit are essential to achieve this goal.

ARTICLE I

RECOGNITION

1.1. Bargaining Unit. RISD, pursuant to its legal obligation as a result of the certification of the Union by the National Labor Relations Board on September 8, 2009 in NLRB Case No. 1-RC-22349 and on February 23, 2022 in NLRB Case No. 01-RC-287879, recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time stationary engineers; HVAC controls mechanic/stationary engineers; custodians (including those in the RISD Museum); lead custodians; custodian/caretakers; custodian/caretakers (DOT licensed); groundskeepers; groundskeeper (Pesticide Licensed); movers; senior movers, and President’s House Facilities Coordinators employed at RISD at its Providence, Rhode Island location, but excluding all other employees, guards and supervisors, as defined in the Act.

ARTICLE II DEFINITIONS

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

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

2.3. The terms “regular part-time employee” and “regular part-time employees” as used in this Agreement refer only to employees who are regularly scheduled to work at least seventeen and one-half (17½) hours per week or 910 hours per year, but less than thirty (30) hours per week or 1560 hours per year.

2.4. The terms “temporary employee” and “temporary employees” refers to employees who are hired only for a limited period of time not exceeding six (6) months. Temporary employees are excluded from the bargaining unit as defined in Section 1.1.

2.5. The terms “on-call employee” and “on-call employees” as used in this Agreement refer only to employees who work on an as needed and as available basis, in accordance with RISD policy governing on-call employees. As casual employees, on-call employees are excluded from the bargaining unit as defined in Section 1.1.

2.6 Unless otherwise provided, “days” refers to calendar days.

2.7. Unless otherwise provided, the term “year” as used hereafter in this Agreement refers to a period of twelve (12) consecutive months beginning on July 1 of one calendar year and ending on June 30 of the following calendar year.

2.8. “Regular rate of pay” as used in this Agreement refers to base pay exclusive of shift differential.

ARTICLE III
UNION SECURITY AND CHECKOFF

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

3.2. Checkoff. RISD agrees to deduct on a bi-weekly basis a pro rata share of the periodic dues and initiation fees uniformly required as a condition of membership in the Union and assessments from the wages of employees who have voluntarily authorized the making of such deductions by filing written authorization with RISD, a copy of which is attached hereto as Appendix A. Such deductions shall be in the amount certified by the Union and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the designated Union officer no later than the twentieth (20th) day of the month following the deductions, together with the record of the amount and the names of those for whom deductions have been made. The voluntary authorization shall be irrevocable for a period of one (1) year or the term of the applicable collective bargaining agreement between the Union and RISD, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, unless an employee gives written notice to the Union and RISD at least sixty (60) days, but not more than seventy-five (75) days, before any periodic renewal date of the voluntary authorization, of his/her desire to revoke same.

3.3. RISD agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. and/or the

General Teamsters Local 251 shall notify RISD of the amounts designated by each contributing employee that are to be deducted from their paycheck on a bi-weekly basis for all weeks worked through submission of the voluntary authorization card signed by the bargaining unit member directly to RISD. RISD shall transmit voluntary deductions, unless otherwise directed by the Union to:

D.R.I.V.E. Accounting Department
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC, 20001

RISD shall send on a monthly basis, in one check the total amount deducted along with the names of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of state or federal law. No deductions shall be made which is prohibited by applicable law. The International Brotherhood of Teamsters will reimburse RISD annually for RISD's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

3.4. Indemnification. The Union shall indemnify and save RISD harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by RISD for the purpose of complying with this Article and reimburse RISD for any legal expenses and defense costs RISD incurs in connection with the same. More specifically with respect to D.R.I.V.E., in addition to the above indemnification, the parties hereby formally acknowledge that RISD in no way or manner maintains affiliation with D.R.I.V.E., its purpose, mission, etc. The scope of RISD's involvement with D.R.I.V.E. is limited to administrative tasks related to processing voluntary deductions on behalf of bargaining unit members that have submitted authorization cards in accordance with this Article.

ARTICLE IV
UNION ACTIVITIES

4.1. Union Representatives. An authorized representative of the Union shall have reasonable opportunity to visit RISD premises for the purpose of Union business. Any such visit shall not interfere with orderly operations at RISD. The Union representative will notify the Director of Facilities Operations or their designee in advance when they are intending to be on campus to confer with an employee pursuant to the preceding sentence, and shall be subject to the reasonable control of RISD with respect to the time and place for such visit. No request to meet and confer with a bargaining unit member shall be unreasonably denied.

4.2. Union Stewards. RISD recognizes the right of the Union to designate a Chief Steward, Shop Steward and two alternates. The Chief Steward and Steward shall be granted super-seniority for layoff and recall purposes. The authority of the Chief Steward shall supersede that of the Steward and alternates. The Union shall supply RISD with the names of the Stewards so designated and notify RISD of any changes. The Union may designate or remove the Stewards at any time, in accordance with whatever procedures utilized by the Union, for the good of the Union. RISD is under no obligation to accommodate requests or allow for multiple representatives to attend official meetings at the same time, however, the parties may mutually agree to do so based on extraordinary circumstances.

4.3. Leave for Union Business A Union Steward, as well as any other bargaining unit members so required, may attend a jointly scheduled grievance or other meeting with management without loss of regular pay if it is held during the Steward's or employee's working time. A designated Union Steward as defined in Article 4.2 of this Agreement may be granted necessary and reasonable time off, without pay and without discrimination or loss of seniority rights, to attend labor conventions or serve in any capacity on other Union business, subject to operational needs, for up to two (2) weeks within an Academic Year. No more than two (2) Union Stewards so designated will serve in such capacity concurrently.

Any designated Union Steward as defined in Article 4.2 of this Agreement identified by the Union for full-time employment with the Teamsters Local 251 may request an unpaid leave of

absence from their employment with RISD in accordance with the College's Unpaid Leave of Absence Policy for a period of six (6) months, and such requests will not be unreasonably denied. At the conclusion of the six (6) month unpaid leave of absence for such purposes, the Union Steward may request an extension of such leave for up to an additional three (3) months, subject to operational needs.

4.4. Information Regarding New Hires. RISD will provide the names, addresses and telephone numbers of newly hired employees on a monthly basis to the Union.

ARTICLE V NON-DISCRIMINATION

5.1. Non-Discrimination. The parties are mindful of their obligations under federal and state laws pertaining to discrimination in employment and RISD and the Union therefore agree that either will discriminate in violation of such federal or state laws against any employee with respect to matters relating to employment because of such employee's age, race, color, national origin, religion, sex, sexual orientation, gender identity/expression, disability, veteran's status, or membership in or activity on behalf of the Union or lack thereof.

ARTICLE VI GENERAL EMPLOYMENT

6.1. Probationary Employees. Each newly hired employee shall be deemed a probationary employee during their first ninety (90) days of active service, which can be extended an additional thirty (30) days by mutual agreement between RISD and the UNION. At the conclusion of the probationary period, the dues deduction form will be submitted to the Director of Labor Relations by the UNION and bargaining unit members will begin to pay dues in accordance with the terms of this Agreement. Subject to the limitations expressly identified within the terms of this Agreement, bargaining unit members will enjoy all rights and benefits of terms of this Agreement during the probationary period. Days lost from work because of authorized sick leave, an approved medical leave of absence, or a worker's compensation leave of absence during the probationary period shall not be counted in computing said probationary

period. No employee shall acquire any seniority status until successful completion of their probationary period. Upon successful completion of their probationary period, the employee's seniority shall be determined based on their most recent date of hire. During the probationary period, an employee may be terminated in the sole judgment of RISD without recourse under this Agreement. In case of any discipline during the probationary period, the College shall notify the Union in writing of such discipline.

6.2. Policies of the College Regarding Employee Conduct. The Union recognizes the responsibility of employees to comply with reasonable rules, regulations, policies and practices prescribed by RISD that do not conflict with the provisions of this Agreement, as the same may be amended from time to time.

6.3. RISD recognizes that stability and security of bargaining unit positions and bargaining unit work are fundamental concerns for the UNION and bargaining unit members. Should RISD anticipate any significant operational or structural changes during the life of this Agreement that may have a negative impact on the security of bargaining unit positions, RISD will, whenever possible, provide as much notice to UNION as is practical. Similarly, whenever RISD deems it necessary or appropriate to amend, modify, implement, or retract Policies, Rules, and/or Regulations affecting bargaining unit employees, provided the same do not conflict with the terms herein, RISD will make all reasonable efforts to notify the UNION in advance.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, RISD agrees that no work or services of the kind, nature or type, covered by, presently performed, or hereafter assigned to the collective bargaining unit, will, for the purpose of eroding the bargaining unit or for the prevention of legitimate hiring of bargaining unit employees, be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person, entity or non-unit employees for the life of this Agreement. Unless expressly allowed in this Agreement, only bargaining unit members shall perform bargaining unit work.

6.4. Notwithstanding the above, RISD may subcontract and/or hire temporary employees to perform bargaining unit work for the purposes of addressing staffing shortages due to short- or

long-term absences, or to provide coverage during recruitment of full-time bargaining unit positions.

ARTICLE VII
DISCIPLINE

7.1. RISD shall not discipline any employee without just cause. Bargaining unit members may petition to have verbal and written warnings removed from their files after a period of one (1) year; and may petition to have suspensions of employment without pay to be removed after a period of three (3) years. If RISD in its sole discretion determines that disciplinary action shall be removed, that action will no longer be considered for subsequent disciplinary action. RISD's determination not to remove a disciplinary action in accordance with the above will not preclude the Union from arguing the staleness of said action in any forum contesting subsequent disciplinary actions.

RISD shall issue disciplinary action as soon as practical following knowledge of an alleged infraction and a thorough review of the circumstances surrounding the same in accordance with the standards set forth herein. Any disciplinary action shall be by prompt written notice, to the employee and the Union. Union and employee will receive copies of all formal written disciplinary actions.

7.2. RISD recognizes the employee's right to be given representation by a Steward, or the designated alternate, during any meeting which may result in disciplinary action. RISD also recognizes the steward's right to be given representation by another Steward, or the designated alternate. Unless this right is expressly waived by the bargaining unit member, there shall be a steward present whenever the bargaining unit member who may be subject to discipline meets with RISD concerning grievances that result from discipline, discipline, or investigatory interviews that may lead to discipline. In the event that a Union steward so designated in accordance with Article 4.2 of this Agreement is unavailable, all such meetings may be delayed for no more than one (1) business day. Employees may waive such right to representation, which shall be in writing, a copy of which given to the Union.

7.3. No bargaining unit member will be suspended without pay until an investigation into alleged misconduct is complete. When necessary or appropriate as determined by RISD, employees may be placed on a paid leave pending investigations into allegations of misconduct.

ARTICLE VIII

SENIORITY

8.1. Seniority is length of continuous employment with RISD within the bargaining unit. The length of continuous employment with RISD shall only apply towards rate of pay and benefit accruals. Seniority shall be the basis for:

- a) Overtime work opportunities for which the employee is qualified to perform;
- b) Bidding on an open shift or vacant job for which the employee is qualified to perform;
- c) Vacation and Personal Leave selection.

8.2. Employees shall be laid off in the inverse order of seniority.

8.3. Employees who have been laid off shall be recalled to work in the inverse order of layoff.

8.4. An employee shall lose his/her seniority if and when:

- (a) The employee quits.
- (b) The employee is discharged for just cause.
- (c) The employee is absent from work for three (3) consecutive days without proper notification to the Employer, unless upon employee's return their leave becomes or is otherwise identified as approved, or if other extenuating circumstances exist.
- (d) In recall from layoff, the employee fails to report to work within seven (7) days after receiving notice of recall by the Employer. Notice of recall shall be sent by certified mail return receipt to the employee's last known address as shown on the Employer's record.
- (e) The employee is laid off in excess of thirty-six (36) consecutive months.
- (f) Inability to work for thirty-six (36) consecutive months because of non-

occupational illness or injury

- (g) Inability to work for thirty-six (36) consecutive months because of occupational illness or injury
- (h) Retirement

8.5 An employee shall not lose their seniority if they have obtained a leave of absence approved by RISD or are otherwise on an authorized leave of absence from their position.

8.6 Seniority List: A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at the workplace and shall be available to all employees. Any revision to the seniority list shall be posted and a copy furnished to the Union and Steward. Any controversy over the seniority standing of any employee on the seniority list shall first be brought to the attention of Human Resources for review. If after review, and following exercising any rights or options that may be available through the General Teamsters Local 251 to address internal disputes among bargaining unit members, the matter is not resolved to the satisfaction of the employee(s), the matter may be submitted to the grievance procedure for resolution.

ARTICLE IX HOURS OF WORK

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

All bargaining unit members shall have a bidded shift, which will include regular start time, regular end time, and days on/off. Upon reporting for duty for any shift in which a bargaining unit member is expected, they shall be compensated a minimum of four (4) hours, unless otherwise agreed upon between the employee and the Director or their designee.

9.2. Meal Periods. Employees shall be allowed the following break and meal periods during any regularly scheduled shift of eight hours or more: two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal period. Wash up and prep time shall be included in such

regular paid time in accordance with relevant portions of the Facilities Operations Manual.

9.3. No Pyramiding or Duplication. There shall be no pyramiding or duplication of any premium pay or overtime.

9.4. Overtime. Employees may be required to work overtime, when and as determined by the College in its sole judgment. All work in excess of forty (40) hours within the assigned work week shall be paid at the rate of time and one-half (1 ½) the individual employees straight time hourly rate. Time off for Holidays, as well as approved vacation days, approved personal days, and other leaves in accordance with RISD policy, under this Agreement will be considered hours worked for purposes of computing weekly overtime compensation. Overtime is not a matter of entitlement under any circumstances; the employee must obtain prior permission to do so from the supervisor. The College will make all efforts to recognize seniority in accordance with this Agreement with respect to distribution of overtime.

9.5. Job Bidding. Bargaining unit members will maintain a bid shift until such time as they utilize their seniority in accordance with Article VIII (Seniority) to properly bid upon another posted shift. Bidding of all shifts will be conducted utilizing seniority in accordance with Article VIII (Seniority) and other relevant Articles contained herein. An employee who is on an approved leave from their position due to illness or injury pursuant to the Family Medical Leave Act maintains their shift during the FMLA approved leave and will resume their regular shift upon return. An employee who is on an authorized leave of absence from their position due to an official Worker's Compensation Leave of Absence will maintain all rights and privileges afforded them pursuant to statutory authority relevant to Worker's Compensation leaves of absence. RISD will notify the Union within three (3) business days following an on the job injury of any employee formally filing a Worker's Compensation claim and a Worker's Compensation Leave of Absence. For all other absences, RISD will make efforts to return employees to their regular shifts, and if their regular shift is unavailable, to any other available shift, further subject to all relevant RISD policies and statutory authority.

RISD recognizes that there are certain operational benefits to allowing for bargaining unit

members in the custodial positions to consistently report to specific locations; however, this is not at the expense of Management's Right to assign bargaining unit members, at any time, as needed for staffing purposes and to ensure efficiency of operations. When possible, and unless otherwise controlled by the terms herein, RISD will make efforts to assign custodial employees to a consistent location, but is in no way obligated to do so and reserves the right to assign employees as needed to address staffing concerns or otherwise ensure efficiency of operations. Such assignment shall be in accordance with the principles of seniority. RISD will first attempt to fill such assignment with the use of temporary, probationary, or float employees. Employees with a consistent location will not be assigned from their existing building(s) during the school year for arbitrary or capricious reasons.

ARTICLE X

HOLIDAYS, VACATION PAY, SICK PAY, AND OTHER PAID LEAVE

10.1. Bargaining unit members will be entitled to paid leave, to include, but not be limited to, Holidays; Vacation; Sick; Bereavement; Jury Duty; and Personal Days on the same basis as non-bargaining unit employees of the College, as the same may be amended from time to time. Similarly, bargaining unit members will be entitled to leaves of absence to include, but not be limited to, Family and Medical Leave; Parental Leave; and Military Leave, on the same basis as non-bargaining unit employees of the College, as the same may be amended from time to time.

Policies related to both paid and unpaid leaves of absence can be found on the RISD Human Resources website. Physical copies of said policies, as they exist upon execution of this Agreement, will be provided to the Chief Steward and shall also be made available by request to a bargaining unit members immediate supervisor.

10.2. Vacation Bidding. Vacation is earned each fiscal year. An annual vacation bid list, covering the fiscal year, shall be posted the first Monday in February for a period of two weeks. Employees in order of seniority by Department may bid their vacation days during this period. All vacations are subject to the approval of RISD, which shall not be unreasonably withheld. After the annual vacation bid is completed, any vacation days remaining shall be first come/first served, with seniority as deciding factor when more than one employee requests vacation. Bids

for full vacation weeks shall take priority over bids for less than one week. The vacation schedule shall be posted upon completion of the bid.

ARTICLE XI INSURANCE

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

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

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

11.4. Vision. RISD will make available to full-time employees and part-time employees vision

benefits under such RISD vision program, as may be in effect from time to time during the term of this Agreement for benefits eligible non-bargaining unit employees on the same basis as those programs are offered to eligible non-bargaining unit employees. Coverage begins the first of the month following employee's date of hire. RISD and employees shall share the cost of the coverage on the same basis as RISD shares such cost with other eligible non-bargaining unit employees. Any changes in the cost of coverage that are implemented with respect to such other eligible employees generally shall also be made applicable to employees covered by this Agreement.

11.5. Domestic Partnership Program. RISD currently offers health, dental, and vision coverage for employees' same-sex and opposite-sex domestic partners. RISD will continue to offer this benefit to employees to the same extent as, and as the same is applicable for, eligible non-bargaining unit employees, as it may be amended from time to time. Proof of a domestic relationship in accordance with Federal/State law and/or RISD policies regarding domestic partnerships is required to be eligible for this benefit.

11.6. Life Insurance & Accidental Death & Dismemberment Coverage (AD&D). RISD will provide and/or make available to full-time and regular part-time employees life insurance and accidental death & dismemberment under such RISD life insurance programs as may be in effect from time to time during the term of this Agreement for benefits eligible non-bargaining unit employees on the same basis as those programs are offered to eligible non-bargaining unit employees. Any changes in the cost of coverage that are implemented with respect to such other eligible employees generally shall be made applicable to employees covered by this Agreement.

11.7. Group Disability Insurance (Supplemental Disability). RISD will provide to full-time employees group disability insurance coverage to the same extent and on the same basis as such coverage is provided to other eligible non-bargaining unit employees., as such coverage may be amended from time to time. Coverage for an otherwise eligible employee shall be effective on the first day of the month immediately following the employee's date of hire. RISD and employees shall share the cost of the coverage on the same basis as RISD shares such cost with other eligible non-bargaining unit employees. Any changes in the cost of coverage that are

implemented with respect to such other eligible employees generally shall also be made applicable to employees covered by this Agreement.

11.8. Long-Term Disability Benefits. Bargaining Unit members will be eligible for long-term disability benefits, as the same may be modified by the College from time to time, on the same terms and conditions as those benefits are made available to eligible non-bargaining unit employees.

11.9. Changes in Plans. Before making any material changes in any of the above plans referred to in this Article (other than changes made by the insurer), RISD will make reasonable efforts to provide the Union with advanced notice.

ARTICLE XII RETIREMENT

12.1. Retirement Plan. Eligible employees are entitled to participate in RISD's retirement plan on the same basis as eligible non-bargaining unit employees, as the same may be amended from time to time.

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

12.3. Changes in Plans. Before making any material changes in any of the above plans referred to in this Article, RISD will make reasonable efforts to provide the Union with advanced notice.

ARTICLE XIII SALARY

13.1. Annual base rates will be adjusted in accordance with the following schedule:

RISD Job Title	Starting Rate		1 YOS Step	1 YOS Step	1 YOS Step	1 YOS Step	1 YOS Step
	effective 10/8/22	1 YOS step 10/8/22	Effective 7/1/23	Effective 7/1/24	Effective 7/1/25	Effective 7/1/26	Effective 7/1/27
Custodian	\$16.70	\$18.85	\$20.20	\$20.60	\$21.01	\$21.43	\$21.86
Custodian/Caretaker	\$17.20	\$19.41	\$20.80	\$21.22	\$21.64	\$22.07	\$22.51
Custodian/Caretaker (DOT Licensed)	\$17.20	\$19.41	\$20.80	\$21.22	\$21.64	\$22.07	\$22.51
Groundskeeper	\$18.90	\$20.05	\$21.25	\$21.67	\$22.11	\$22.55	\$23.00
Groundskeeper (Commercial Pesticide Applicator License)	\$18.90	\$20.05	\$21.25	\$21.67	\$22.11	\$22.55	\$23.00
Lead Custodian	\$18.35	\$21.25	\$22.75	\$23.20	\$23.67	\$24.14	\$24.62
President's House Facilities Coordinator	\$17.20	\$19.05	\$20.40	\$20.81	\$21.22	\$21.65	\$22.08
Senior Mover	\$17.20	\$19.41	\$20.80	\$21.22	\$21.64	\$22.07	\$22.51
<i>HVAC Control Mechanic</i>	\$30.95	\$31.20	\$31.20	\$31.20	\$31.20	\$31.20	\$31.20
<i>Mover</i>	\$17.05	\$19.05	\$20.40	\$20.81	\$21.22	\$21.65	\$22.08
<i>Stationary Engineer</i>	\$28.75	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00

Starting rates for each year of this Agreement can be set by RISD equitably in order to attract and retain employees, with notice to the Union. At no point, however, can a starting rate exceed the 12-month rate.

Subsequent to execution of this Agreement, on July 1 of each year of the Agreement, bargaining unit members with less than one year of service, and thus not eligible for the 12-month rates, will be elevated to the starting rate for that year as set by RISD in accordance with this Article when applicable.

Subsequent to execution of this Agreement, on July 1 of each year of the Agreement, any bargaining unit member with at least 12 months of service at or above the annual base rate shall receive the general increase for that year.

Subsequent to execution of this Agreement, on July 1 of each year of this Agreement, any bargaining unit member with at least 12 months of service below the annual base rate shall be elevated to the base rate pursuant to the schedule above, but will not receive the general increase.

13.2. There will general increases over the life of the Agreement as follows:

Effective October 8, 2022	4%
July 1, 2023	2%
July 1, 2024	2%
July 1, 2025	2%
July 1, 2026	2%*
July 1, 2027	2%*

* For years 5 and 6 of this Agreement, should any other staff union formally negotiate through their Collective Bargaining Agreements general increases which exceed 2% effective July 1, 2026 and/or July 1, 2027; the general increases herein will be adjusted to match the same.

13.3. Beginning in the first year of this Agreement and continuing annually for subsequent years of this Agreement, bargaining unit members with twenty (20) or more years of service shall receive one-time bonus payment equivalent to one percent (1%) base salary after annual adjustments and/or general increases for the respective year. These bonus payments will be made on or about the first pay period in December of each year. The terms herein related to longevity bonus payments will expressly expire on June 30, 2028 and will not carry through to any successor agreement.

ARTICLE XIV GRIEVANCE AND ARBITRATION

14.1. Purpose. The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. A “grievance” shall mean a complaint (1) by an employee that RISD has interpreted and applied this Agreement in violation of a specific provision hereof or (2) by the Union that RISD has interpreted and applied this Agreement in violation of a specific provision relating to the rights of the Union under this Agreement. All such grievances shall be handled as provided in this Article, which shall be the exclusive procedure for resolution of disputes concerning the

interpretation and application of this Agreement. As used in this Article, “days” shall mean calendar days exclusive of Saturday, Sunday, holidays and deferred holidays.

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

14.3. Steward. The Steward and/or Business Agent shall handle written grievances and submit to RISD at the appropriate level. A Steward shall be present at any discussion of written grievances.

14.4. Informal Resolutions. The grievance procedure outlined hereunder is designed to resolve grievances promptly at the lowest level. Informal discussions between the employee, the Union and RISD are encouraged prior to using the grievance procedure. Such matters shall not be deemed grievances and their settlement shall not establish a precedent for the resolution of other or similar problems between an employee and her/his immediate supervisor or elsewhere in RISD.

14.5. Submission of Grievance. A grievance shall be deemed waived unless submitted as provided in this Section 12.5 within seven (7) days from the date the grievant knew or had reason to know of the factual basis of the grievance. A grievance concerning termination must be submitted at Step II to the Vice President of Campus Services, or his/her designee. All other grievances must be submitted at Step I to the Director. Two (2) copies of the grievance shall be signed by the employee and, upon submission, shall be signed by the appropriate management representative, as the case may be, and the date and time recorded on both copies. One (1) copy shall be returned to the employee for his or her records.

14.6. Procedure.

Step I. The Supervisor shall meet with the grievant and his/her steward within five (5) days of the date the grievance is submitted and provide a written answer to the grievant and Union within seven (7) days of said meeting.

Step II. When the answer at Step I does not resolve the grievance, it may be submitted to the, Vice President of Campus Services or his/her designee within five (5) days of the Mechanical Supervisor's answer at Step I. If the grievance concerns termination and has been submitted directly to the Vice President of Campus Services or his/her designee at Step II, a meeting shall be held with the grievant and his/her Union representative within five (5) days of receipt. The Vice President of Campus Services or his/her designee, shall provide a written answer to the grievance within seven (7) days of said meeting.

Step III. When the answer at Step II does not resolve the grievance, it may be submitted to the Vice President of Human Resources, or his/her designee, within five (5) days of the Vice President of Campus Services' answer at Step II. A meeting shall be held with the grievant and his/her Union representative within five (5) days of receipt. The Vice President of Human Resources, or his/her designee, shall provide a written answer to the grievance within seven (7) days of said meeting.

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

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

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

14.7. Arbitration. If a grievance is not settled under Section 12.6 above, such grievance may, at the request of the Union, be referred to the American Arbitration Association within five (5) days after the Union has given notice of intent to arbitrate as referred to in Step IV.

14.8. Arbitrator's Authority. The function of the arbitrator is to determine the interpretation and application of the specific provisions of this Agreement. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement.

14.9. Effect of Arbitrator's Decision. The decision of the arbitrator shall be final and binding upon RISD, the Union and the aggrieved employee. Nothing herein shall be deemed to waive any right either party may have to seek to have the decision of the arbitrator set aside through a legal proceeding.

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

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

ARTICLE XV MANAGEMENT RIGHTS

15.1 The Union recognizes the right of RISD to operate and manage RISD. All rights, functions, prerogatives and discretions of the management of RISD formerly exercised or exercisable by RISD are retained by and remain vested exclusively in RISD, except to the extent that such rights, functions, prerogatives and discretions are specifically and explicitly modified by the express provisions of this Agreement. No such right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by RISD

and the Union. Without limiting the generality of the foregoing, RISD reserves to itself the right to manage and operate RISD and to direct employees and assign work, including shift transfers and duty assignments; the right to determine and re-determine the quality and quantity of work to be performed; the right to determine and re-determine employee qualifications, including the right to prescribe standards for hire and promotion; the right to establish and re-determine and require reasonable standards of performance and rules of conduct; the right to require the maintenance of discipline, order and efficiency; the right to evaluate competency and performance; the right to hire, transfer and promote; the right to establish, promulgate, administer, regulate, determine and re-determine policies, practices, methods, procedures and conditions related to work standards, staffing, training, operations, service and maintenance and the quality and type of equipment to be used; the right to determine and re-determine the number and location of all facilities of RISD and whether the whole or any part of its operations shall continue to operate; the right to reduce the hours of and to lay off employees for lack of work or other reasons and to recall employees, the right to determine and predetermine job content and to establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service or portion thereof; the right to subcontract work or use the services of temporary and casual employees, supervisors and/or students or volunteers to perform bargaining unit work, the right to discharge, dismiss, suspend or otherwise discipline employees subject to Section 7.1, the right to require overtime work; right to define the hours of work, to determine the days and times when employees shall be required to work, and to establish such shifts, shift rotations and work schedules and such starting and quitting times as it deems appropriate; the right to revise or supersede any work; and the right to promulgate and enforce all rules relating to any or all of its rights, functions, prerogatives and discretions. In the exercise of the foregoing rights of management, RISD agrees that it will not violate the specific provisions of this Agreement.

ARTICLE XVI

HEALTH AND SAFETY

16.1. RISD shall comply with all applicable federal and state laws governing the health and safety of employees. An employee who believes an unhealthy or dangerous condition exists is responsible for reporting it to the Vice President of Campus Services. RISD will investigate the report and, if necessary, take reasonable steps to correct such condition in a timely manner.

16.2. Joint Labor/Management and Safety Committee. The College and the General Teamsters Local 251 agree to the formation of a Joint Labor/Management and Safety Committee for purposes of on-going collaboration in the areas of labor relations and workplace safety over the life of the Agreement. The committee will meet at regularly scheduled intervals, but at least on a quarterly basis, to discuss related issues of mutual concern.

ARTICLE XVII CONTINUITY OF OPERATIONS

17.1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general, sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with RISD's operations during the term of this Agreement. Neither shall any agent, representative, member of the Union nor any employee engage in, induce, encourage, instigate, authorize, assist, aid, condone or participate in any violation of this Section 15.1.

17.2. No Lockouts. RISD agrees not to conduct a lockout during the term of this Agreement.

17.3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 19.1, the Union will immediately order that such violation cease and the Union, its officers, Union stewards and other agents and representatives will use their best efforts to cause such violation to cease and to cause work to resume fully.

ARTICLE XVIII MISCELLANEOUS

18.1. Phone Stipend: Those bargaining unit members holding positions as Lead Custodian, Custodian Caretaker, Custodian Caretaker (DOT Licensed), and Senior Mover will be paid a phone stipend in accordance with RISD policy.

18.2. Uniforms and Shoes.

A) If uniforms are required to be worn, RISD shall supply, repair and/or replace as needed, an adequate supply of uniforms, at no cost to the employee.

B) If safety shoes are required by RISD, RISD will provide each eligible bargaining unit member reimbursement of up to \$100 for slip resistant footwear per person, and \$125 for steel/composite toed safety shoes or boots, per person payable the first pay period of July of each year following submission of a valid receipt confirming purchase and identification of safety capabilities. Worn or damaged footwear will not be replaced, and no additional allowance will be paid within an Academic Year unless the employee can demonstrate catastrophic damage incurred during the performance of regular job duties. Employees requesting an additional allowance within Academic Year and subsequent to the July allotment will be required to present the damaged item to their supervisor for inspection. If it is determined by the supervisor that the item is unsafe for the performance of duties, the employee may submit a request for reimbursement up to \$100. If such a request is made after January 1 of each Academic Year, the employee will not receive the next July reimbursement.

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

18.4. Continuing Education. Employees will be eligible to participate in RISD's Continuing Education program as the same may be modified by the College from time to time, on the same terms and conditions as said program is made available and to the extent that the same are available to eligible non-bargaining unit employees.

18.5. Completeness. This Agreement contains the complete agreement of the parties and no additions, waivers, deletions, changes or amendments shall be effective during the term of this Agreement unless evidenced in writing, dated and signed by the parties hereto. A waiver or failure to enforce any provision in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement nor preclude either party from relying upon or enforcing such provision in any other case.

18.6. Precedence of Laws and Regulations. It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. Accordingly, if any provision of this Agreement is in contravention of such laws, regulations, rulings or orders, such provision of the Agreement shall be null and void and, in that event, at the request of either party, the parties shall meet and discuss whether to add to this Agreement any new provisions in substitution for the invalid provision, but no new provisions shall be added, except by mutual agreement by the parties. Notwithstanding the foregoing, in the event of any change in the law concerning Article III herein, RISD agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible, but in all events not more union security than provided for in Article III herein.

18.7. Federal or State Legislation. Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, by reason of conflict with federal or state law, the remainder of this Agreement shall continue in full force and effect.

ARTICLE XIX

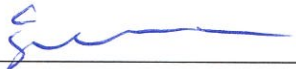
DURATION

19.1. Duration. Except as expressly set forth in this Agreement, this Agreement shall be effective as of the date of ratification hereof, and shall remain in full force and effect until 11:59 p.m., on June 30, 2028, and shall automatically be renewed from year to year thereafter, unless written notice is given by either party to the other, by registered or certified mail, at least sixty (60) days prior to the expiration date, that termination or modification of this Agreement is desired.

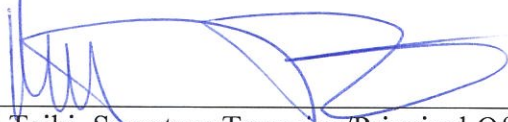
IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this 8th day of ~~April~~^{May}, 2023.

RHODE ISLAND SCHOOL OF DESIGN

GENERAL TEAMSTERS LOCAL 251



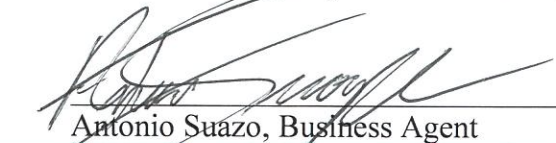
Liz Rainone, Interim VP Human Resources



Matt Taibi, Secretary Treasurer/Principal Officer



Jack Silva, Vice President Campus Services



Antonio Suazo, Business Agent



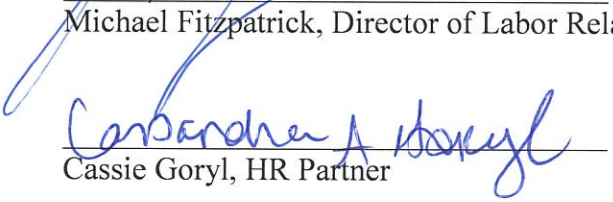
Joe Realejo, Director of Facilities Operations



Steve Johnson, Structural Trades Manager



Michael Fitzpatrick, Director of Labor Relations



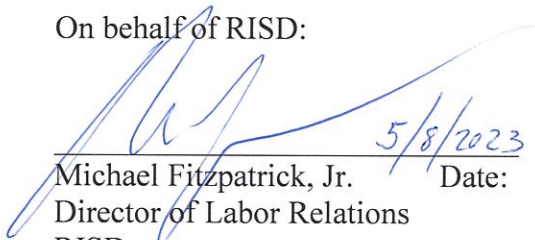
Cassie Goryl, HR Partner

SIDE LETTER:

While there is currently no plan to modify the benefits as they relate to approved paid and unpaid leaves, to include but not be limited to: Vacation Leave; Personal Leave; Sick Leave; and Leaves of Absence pursuant to RISD policies, it is understood that RISD will not reduce said benefits as available on the date of execution of this Agreement during the life of this contract. Similarly, should RISD determine that additional increased benefits approved for paid and unpaid leaves are made available to non-bargaining unit employees of the College, said benefits shall be extended to bargaining unit members during the life of this Agreement.


The terms of this Side Letter shall expire with the expiration of the Collective Bargaining Agreement on June 30, 2028.

On behalf of RISD:



Michael Fitzpatrick, Jr. Date: 5/8/2023
Director of Labor Relations
RISD

On behalf of UNION:



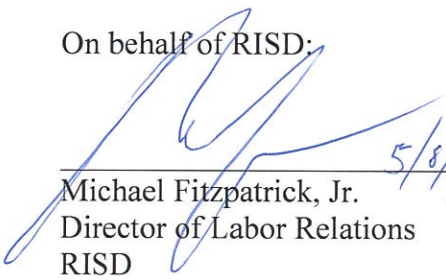
Matt Taibi Date: 5/8/23
Secretary Treasurer/Principal Officer
Teamsters Local 251

SIDE LETTER:

While there is currently no plan to modify the benefits as they relate to Health Insurance and Retirement Plans, it is understood that RISD will not reduce said benefits as available on the date of execution of this Agreement during the life of this contract. Similarly, should RISD determine that additional increased benefits approved for paid and unpaid leaves are made available to non-bargaining unit employees of the College, said benefits shall be extended to bargaining unit members during the life of this Agreement.


The terms of this Side Letter shall expire with the expiration of the Collective Bargaining Agreement on June 30, 2028.

On behalf of RISD:



Michael Fitzpatrick, Jr. 5/8/23 Date:
Director of Labor Relations
RISD

On behalf of UNION:



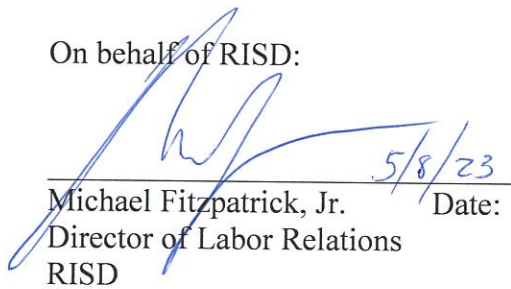
Matt Taibi 5/8/23 Date:
Secretary Treasurer/Principal Officer
Teamsters Local 251

SIDE LETTER:

RISD will, within 60 days of ratification of this Agreement, implement a protocol wherein the Bargaining Unit is divided into separate teams (designated "A" or "B"), and will rotate as essential and non-essential when RISD officially closes due to inclement weather.

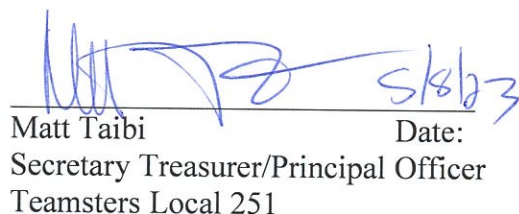
RISD will designate a certain number of slots for each team to be filled by members of the bargaining unit to ensure equal and adequate staffing levels in the event of school closure, or when utilization of a team is otherwise required. Bargaining unit members will select a designation as "A" or "B" on a seniority basis on or about July 1 of each academic year. Team members who are designated essential and are activated during a closure will be compensated in accordance with RISD's policy on essential personnel. Team members who are, based on the A/B rotation, deemed not essential for a particular event will not be required to report for duty, unless directed by RISD based on unusual or unique circumstances, and will not be required to discharge accrued time. Additionally, they will be compensated in accordance with RISD's policy for non-essential employees.

On behalf of RISD:



Michael Fitzpatrick, Jr. Date: 5/8/23
Director of Labor Relations
RISD

On behalf of UNION:




Matt Taibi Date: 5/8/23
Secretary Treasurer/Principal Officer
Teamsters Local 251

SIDE LETTER:

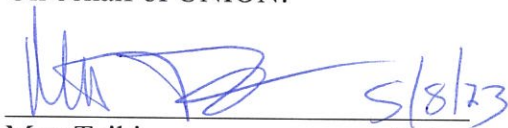
Over the life of this contract, the PARTIES wish to discuss the opportunity to utilize a “boot truck” for purposes of providing eligible bargaining unit members with safety capable footwear as an alternative to the reimbursement as detailed in Article 16.2.

On behalf of RISD:



Michael Fitzpatrick, Jr. Date: 5/8/2023
Director of Labor Relations
RISD

On behalf of UNION:



Matt Taibi Date: 5/8/23
Secretary Treasurer/Principal Officer
Teamsters Local 251



APPLICATION AND NOTICE

For Membership in Local Union No. _____

Affiliated with the International Brotherhood of Teamsters



I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____

DATE OF APPLICATION _____

SIGNATURE OF APPLICANT _____

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT



I, _____ hereby authorize my employer to deduct from my
(Print Name)

wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty [60] days, but not more than seventy-five [75] days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

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

Grievance No. _____

TEAMSTERS LOCAL 251



UNION GRIEVANCE FORM



Employee _____ SS # _____

Home Phone No. _____ Steward _____

Department _____ Phone No. _____

Violation: *Article* _____ *Section* _____ *Title* _____

Date of Complaint _____

Nature of Grievance _____

Remedy Desired _____

Signature of Grievant _____ Date _____

Step 1: *Date Submitted* _____ *Response Date* _____

* Step 2: *Date Submitted* _____ *Response Date* _____

* Step 3: *Date Submitted* _____ *Response Date* _____

Resolution _____

* If Necessary