

## **MEMORANDUM OF AGREEMENT**

### **-Reduced Work Schedule Program-**

#### **UNIVERSITY OF RHODE ISLAND**

**And**

#### **UNIVERSITY OF RHODE ISLAND EDUCATIONAL SUPPORT PROFESSIONALS/NEARI**

This AGREEMENT is entered into by and between the University of Rhode Island (the “**UNIVERSITY**” or “**URI**”) and the University of Rhode Island Educational Support Professionals/NEARI (the “**UNION**”), hereinafter the “**PARTIES**”, for purposes of recognizing, addressing, and resolving the following:

**WHEREAS, URI and UNION are Parties to a Collective Bargaining Agreement; and**

**WHEREAS, the PARTIES recognize that, under certain terms and conditions, it is desirable to maintain flexibility in assigned work schedules of bargaining unit members for purposes of attaining budgetary objectives, and recognizing a positive work/life balance for said members, while continuing to maintain and maximize efficiency of operations; and**

**WHEREAS, the UNION has requested a formal Reduced Work Schedule Program for the 2025-2026 academic year; and**

**WHEREAS, URI is agreeable to the above under certain terms and conditions; now**

**THEREFORE, the PARTIES hereby agree as follows:**

1. Full Time bargaining unit members will be eligible to reduce their work schedules on a voluntary basis for the 2025-2026 academic year; provided that said reduction maintains at least one-thousand and forty (1,040) work hours of at least twenty (20) hours per week (to maintain continued fringe benefits) for the academic year.

Full time bargaining unit members will similarly be eligible to reduce their work schedule during the summer, between May 26, 2025 and August 16, 2025; provided they maintain a work schedule of at least twenty (20) hours per week, further subject to the terms herein.

Requests to modify work schedules for the 2025-2026 academic year and for the summer of 2025 will be made separately and shall be requested separately in accordance with the terms of this Agreement.

2. Eligible bargaining unit members may request a reduction in their work schedule in writing, addressed to their immediate supervisor, and such request will specifically identify proposed days/hours worked. If approved, the bargaining unit member will receive written confirmation of the reduction of work schedule, which will also be forwarded to Human Resources for inclusion in the bargaining unit member's personnel record.

3. When two or more bargaining unit members within the same classification or position title request the same modification of their work schedules, and **URI** cannot approve said request for multiple members, seniority within the **UNION** (primary seniority) shall be the deciding factor on which employee will be allowed the reductions in work schedule. That said, should a bargaining unit member request and be approved for reduced work schedule, and a more senior employee subsequently requests to modify their hours and "bump" the less senior bargaining unit member from their approved modified hours, such request will not be honored unless **UNION** expresses in writing that it is the desire of the bargaining unit to bump said employee in favor of the more senior employee with respect to the reduction in work schedule.

4. **URI** reserves the sole and exclusive right to approve or deny requests for reduced work schedules in accordance with this Agreement. Factors for consideration in reviewing such requests will include, but not be limited to: efficiency of operations, safety, supervisory coverage, and job performance/attendance history of the employee requesting the reduction in work schedule.

**URI** reserves the right to cancel reduced work schedules for any reason, at any time, and without recourse for bargaining unit members. Whenever possible, **URI** will provide employees with two (2) working weeks' notice of the intent to cancel a reduced work schedule. Bargaining unit members shall have no expectation of reduced work schedules continuing for any specific duration, and particularly beyond the 2025-2026 academic year.

Should a bargaining unit member approved for a reduced work schedule desire to return to their regularly and formally bidded working hours, they will provide **URI** with notice in writing to their immediate supervisor of their intent with at least two (2) weeks' notice, unless emergency circumstances exist.

5. A temporary reduction in work schedule for eligible bargaining unit members will have no effect on employment status and will provide no additional entitlements or additional compensation, but will include a reduction of compensation, as well as prorated Vacation, Sick Leave and Retirement benefits based on the reduction in hours. Eligible and participating employees will remain eligible for and/or will maintain the Tuition Waiver benefit and Personal Day entitlements as if they were full-time employees. Health Care benefits will be subject to applicable premium sharing.

6. Unless expressly stated herein, the terms of this Agreement are in no way meant to suggest or be interpreted as a limitation on Management's Rights to maintain and maximize efficiency of operations under the Management's Rights article of the Collective Bargaining Agreement.

7. The above constitutes the entire Agreement between the **PARTIES** and has been executed in light of unusual or otherwise unique circumstances. The terms herein are not intended in any way to set precedent as to any other matter, and therefore, this Agreement should not be referred to, referenced, or introduced at any time or in any forum, unless the same specifically relates to the enforcement of the terms herein.

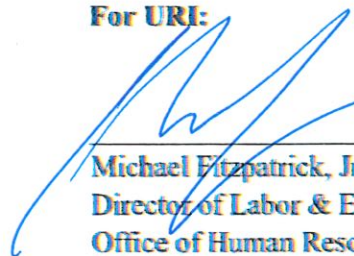
8. **UNION** agrees to waive all rights to challenge or contest the terms of this Agreement. This waiver includes, but is not limited to, grievance or arbitration under the Collective Bargaining Agreement; an appeal filed at the Personnel Appeals Board (if applicable), a charge filed by the Commission of

Human Rights, the Equal Opportunity Commission or State Office of Equal Opportunity, or a complaint/action filed in any state or federal court; as well as any other claims arising under the Collective Bargaining Agreement, state or federal labor law or employment law; with the limited exception of a filing in order to enforce the specific terms of this Agreement.


9. The **PARTIES** stipulate and agree that the terms of this **AGREEMENT** are entered into voluntarily and that none of the **PARTIES** have been coerced to enter into this Agreement through fraud, duress, misrepresentation, undue influence, or any other means that may affect the voluntariness of the mutual assent upon which this **AGREEMENT** is based.

10. The effective date of this Agreement is that date upon which the final signature of the **PARTIES** is affixed hereto.

**For URI:**

 4/28/2025  
Michael Fitzpatrick, Jr. Date:  
Director of Labor & Employee Relations  
Office of Human Resources

**For UNION:**

 4.28.20  
Diana Mondragon Date:  
President  
Executive Support Professionals

Cc.: Becky Hill  
Signatories