

CONTRACT

BETWEEN THE

MARITIME PROFESSIONAL ASSOCIATION
AFSCME, COUNCIL 94, LOCAL 2877A

AND THE

BOARD OF GOVERNORS FOR HIGHER EDUCATION

2007-2010

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PURPOSE

It is the purpose of this agreement to carry out the policy of the Board of Governors for Higher Education by encouraging a more harmonious and cooperative relationship between the Board and its employees by providing for procedures which will facilitate free and frequent communication between the Administration and its employees.

By means of this agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the Board of Governors for Higher Education and agree further that sound labor-management relations are essential to carry out this end.

Article I **RECOGNITION**

1.1 The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit. Said bargaining unit to consist of those classes of positions declared appropriate by the State Labor Relations Board. As a result of the petition submitted by the Union in case number EE-3663 a listing of the above mentioned classes of positions appears in Appendix A.

1.2 The Board agrees that no employee shall be discriminated against, intimidated, or coerced in the exercise of his right to bargain collectively through the Union, or on account of his membership in or activities on behalf of the Union.

Article II **MANAGEMENT RIGHTS**

2.1 The R/V ENDEAVOR is a vessel whose primary mission is to facilitate the marine research program of the University of Rhode Island and visiting scientists from other universities.

2.2 The management of R/V ENDEAVOR is conducted under the Federal Laws of the United States Coast Guard and other applicable Federal and State Laws invoked as well as the rules and policies of the Board and University of Rhode Island. Rules of the American Bureau of Shipping, Federal Communications Commission, Public Health Service, Immigration and US Customs shall be observed. In addition, such foreign laws as apply to visiting US vessels shall be observed when the vessel makes a foreign port stop.

2.3 Since the prime purpose of R/V ENDEAVOR is research, it is necessary that a spirit of cooperation exist between the members of the scientific party and crew. The scientific party shall be expected to conduct themselves according to the same laws.

2.4 The administration of the University, through the Marine Superintendent has the responsibility and authority to manage and direct the operations of the R/V ENDEAVOR to the full extent authorized by applicable Federal Law, State Law and applicable rules, policies and regulations.

Article III **UNION RIGHTS**

3.1 Designated Union members and/or officers shall be granted reasonable time with pay during working hours to investigate and seek to settle grievances and to participate in hearings and meetings with the Administration or Labor Relations Board on contract negotiations and contract administration. Such time shall be with the approval of the appropriate supervisor involved, and such approval shall not be unreasonably withheld.

3.2 No Union steward, committee member, or representative shall be discriminated against as a result of the performance of legitimate Union business.

3.3 Union representatives shall be permitted to visit Union officers and committee members on Board/Administration premises for the purpose of discussing Union business. Such visits should not interfere with the normal conduct of University business.

3.4 The Union shall furnish the Board/Administration with a written list of its officers immediately after their designation and shall promptly notify the Board/Administration of any change in such officers.

3.5 The Union shall have the right to use the University's Central Mail systems for communications, including mass distribution, with the approval of the University Human Resources' Office.

3.6 The Board recognizes the Union's right to have access to information relative to budget requests and authorization and staffing projections as it affects the members of the bargaining unit, to register of personnel, names and addresses, and salaries and steps of all employees in the bargaining unit, and to agenda and minutes of all open Board of Governors meetings.

3.7 Where possible, the Administration shall advise the Union on new or modified long-range institutional planning as it affects bargaining unit personnel.

3.8 The Union shall be allowed to rent space similar to that rented by other Campus Unions.

Article IV
NON-DISCRIMINATION CLAUSE

- 4.1 The Board and the Union agree not to discriminate against employees covered by this agreement on account of race, religion, creed, color, national origin, ancestral origin, sex, age, disability, marital status, or sexual orientation.
- 4.2 All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- 4.3 The Union shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right not to join the Union and will not discriminate against the employee in the administration of this agreement because of non-membership in the Union.
- 4.4 The Union accepts its responsibility as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.
- 4.5 The Board shall not discriminate against, interfere with, restrain, or coerce an employee who exercises the right to join the Union and participate in Union activity.

Article V
DUES DEDUCTIONS – AGENCY SHOP

- 5.1 Membership in any employee organization may be determined by each individual employee; provided, however, that if the employees have selected an exclusive bargaining representative organization all non-members of the exclusive representative organization shall pay to the exclusive organization a service charge as contribution toward the negotiation and administration of any collective bargaining agreement.

Article VI
BULLETIN BOARDS

- 6.1 The Board/Administration agrees to provide reasonable space where notices may be posted on bulletin boards for use by the Union.

Article VII
PERSONNEL FILES

- 7.1 The University shall maintain two (2) personnel files for each employee. One shall be designated the “departmental” file and shall be kept at the Marine Office for payroll purposes.
- 7.2 The other shall be designated the “official” personnel file and shall be maintained in the Office of Human Resource Administration. The “official” file will contain the following documentation:

Information relating to the employee's academic and professional accomplishments.

Any required licenses or certifications.

Records generated by the University.

All observation reports and evaluation of the employee's professional performance.

Memoranda of discussions between the employee and his supervisor relating to evaluations of the employee's professional performance, including any disciplinary records.

7.3 The employee shall have the right to examine his official personnel file at any time during normal business hours and to file a statement in response to any item placed in the file, provided, however, any letters of recommendation solicited in connection with his employment shall not be available to that employee or his representative.

7.4 No anonymous material shall be placed in the employee's official personnel file.

7.5 An employee may request copies of materials contained in his official personnel file.

7.6 All employees shall be evaluated periodically, but not less than once every two (2) years. A written statement of evaluation shall be placed in the employee's official personnel file. A copy of the evaluation shall be given to the employee. The employee shall read, date and sign the evaluation and it shall be placed in the employee's official personnel file. In addition, the employee may comment in writing; said comments shall be attached to the evaluation. Employees shall be offered constructive criticism, and specific areas of improvement shall be noted, if appropriate.

Article VIII **HOURS OF WORK**

8.1 The normal working hours of the vessel crew while in any port in Narragansett Bay shall be five (5) consecutive days, Monday through Friday, from 0800 – 1630. This amounts to 8 hours per day or 40 hours per week.

8.2 Members of the crew may be assigned port watch instead of day work as deemed necessary by the Master in any port other than Narragansett. Under emergency conditions, the Master has the authority to assign port watch instead of day work in Narragansett Bay.

8.3 While at sea the crew shall stand watches (4 hours on, 8 hours off) or work-day (8 hours between the hours of 0800 and 1630) as assigned by the Master. The Steward's Department shall work eight hours in a spread of twelve (12) hours, at sea and in port, so regulated to assure proper preparation and serving of meals and cleaning of galley, mess room and equipment. The boatswain work schedule shall be 8 consecutive hours per day, normally 0800 – 1630, including a half hour for lunch.

8.4 All employees shall be paid their regular hourly rate for all hours working the security watch.

Article IX **OVERTIME**

9.1 Any hours worked in any port or at sea beyond forty (40) hours per week, and any hours worked on a holiday, will be compensated at the rate of time and one half.

Article X **HEALTH BENEFITS**

10.1 Eligible crew members shall receive the health benefits contracted for by the Director of Administration in accordance with RIGL 36-12. These benefits include, but are not limited to, health insurance, prescription, dental and vision/optical benefits.

For the term of the 2007-2010 contract the health insurance benefits extended to eligible employees by the State shall be those for which the Director of Administration has contracted in accordance with RIGL 36-12, and shall include health insurance, prescription, dental, and vision/optical benefits. The employee health insurance waiver shall continue in the amount of \$2,002 annually.

Premium Sharing: For the term of the 2007-2010 contract, all employees will participate in premium sharing on a percentage of premium basis.

Individual Coverage

	<\$80,000	>\$80,000
1/1/08	9.00%	11.00%
7/1/08	11.00%	13.00%
7/1/09	13.00%	15.00%

Family Coverage

	<\$50,000	<\$80,000	>\$80,000
1/1/08	6.00%	9.00%	11.00%
7/1/08	8.00%	11.00%	13.00%
7/1/09	10.00%	13.00%	15.00%

Effective July 1, 2008 there will be a ten percent (10%) cap on premium escalation.

In the event of mid-contract changes in plan design, the parties agree to reopen the contract to negotiate the impact of those changes.

Retiree Health Insurance

Changes in retiree health insurance coverage will be effective July 1, 2008; the Pre-65 retiree health insurance benefit will be eliminated, and the Post-65 Medicare supplemental coverage will still be available.

The employee contribution towards retiree health coverage shall be as follows:

1/1/08 - .5% of base salary
7/1/08 - .75% of base salary
7/1/09 - .9% of base salary

Eligible employees retiring on or before June 30, 2008 from active service with the BOG shall receive the same retiree health care insurance benefit that is currently offered with the following cost sharing:

Pre 65 Medical Coverage

Years of Service	Age at Retirement	Employer's Share	Employee's Share
10-15	60	50%	50%
16-22	60	70%	30%
23-27	60	80%	20%
28	Any	90%	10%
28+	60	100%	0%
35+	Any	100%	0%

Post 65 Medicare Supplemental Coverage

Years of Service	Employer's Share	Employer's Share
10-15	50%	50%
16-19	70%	30%
20-27	90%	10%
28+	100%	0%

Employees retiring after June 30, 2008, who are not yet 65 years of age will no longer be entitled to the Pre 65 Medical Coverage but may purchase health insurance coverage at the actual retiree premium rate for themselves and their spouses.

Employees retiring after June 30, 2008, who are at least 65 years of age shall receive the Post 65 Medicare supplemental coverage in accordance with the table above the Post 65 Medicare Supplement Coverage.

Article XI
TUITION WAIVER

11.1 Tuition or course charges for institutions, under the jurisdiction of the Board of Governors may be waived for eligible full time crew members. This waiver applies to the employee's spouse and legal dependents who are pursuing courses in a regular study program for credit at the first baccalaureate level only. In the event of an employee's death, the tuition wavier benefit shall be provided for those spouses and legal dependents who have been accepted or are enrolled at the time of such death and who maintain continuous enrollment.

Article XII
HOLIDAYS

12.1 The following shall constitute the official holidays: New Year's Day, Martin Luther King's, Jr. Birthday, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day on which a general election of state officers is held.

Article XIII
GROUP LIFE INSURANCE

13.1 All crew members shall be eligible to participate in the State Group Life Insurance Program as established by 36-12-6 of the General Laws of Rhode Island.

Article XIV
RETIREMENT

DEFINED CONTRIBUTION PLAN 403(b)

14.1 Employees who work twenty (20) or more hours per week and are appointed for six (6) months or more are required to participate in the Board's defined contribution retirement program after having completed two (2) years of service and having reached the age of thirty (30). Employees who are under age thirty (30) and have completed two (2) years of service may join on a voluntary basis.

14.2 The two (2) year waiting period will be waived for new employees transferring from other institutions who already own a retirement annuity, and for new employees who have at least five (5) years of experience in the field for which they have been hired.

14.3 Employees who are members of the State Employees' Retirement System may elect to remain in that system or elect membership in the Board's defined contribution retirement programs when eligible.

Article XV
DISABILITY INSURANCE

15.1 All full-time crew members who are members of the defined contribution plans or who will be eligible for membership in the future and who have one (1) year of service at the University are covered by disability insurance.

15.2 Also covered are full-time employees with one (1) year of service at the University and who have less than five (5) years of service in ERS.

Article XVI
VACATION

16.1 The annual vacation for full-time crew members will be 22 days per year. Crew members with twenty (20) years of service will receive an additional five (5) days of vacation in accordance with RIGL 36-6-18.

16.2 A crew member must work six (6) months before any vacation time can be discharged. If a person is hired as a relief crew and becomes permanent then vacation and sick leave will be accrued retroactively to the date of hire as a relief crew member.

16.3 Crew members accumulate additional days (sea leave) at the rate of one vacation day for five days at sea or operating away from home. Sea leave can be discharged at any time after hire with the permission of the Marine Superintendent.

16.4 A crew member may carry-over fifty (50) days of accumulated vacation and "sea leave" time into the next calendar year (up to a maximum accrual of 100 days). Any days exceeding 100 at the end of the calendar year will be lost.

16.5 The assignment of vacation time is at the discretion of the Marine Superintendent who must exercise fairness. The vacation time must be approved in advance and taken only when such absence will not impair the efficiency of the operation of the vessel. However, in no case will vacation time be denied any employee so that vacation carried over will be lost, except in an emergency. The inability to provide satisfactory relief is not a justifiable excuse for denying an employee a vacation except in an emergency. Vacation time must be requested at least two weeks in advance when the ship is operating locally and at least one month in advance when the ship is foreign. In general no more than one member of any ship department (i.e. deck, engine, galley, etc.) can be on vacation at the same time without the express permission of the Marine Superintendent.

16.6 Vacation time will be scheduled, if possible, so that transportation is limited to one way; that is he/she is either to get off the ship at Narragansett or rejoin the ship in Narragansett. Overtime is not authorized for vacation travel to and from the ship.

Article XVII

SICK LEAVE

17.1 Sick leave with pay is defined as a necessary absence from duty due to illness, injury, or exposure to contagious disease and may include absence due to illness or death in the immediate family or necessary attendance upon a member of the immediate family who is ill.

17.2 Employees shall accrue 4.62 hours of sick leave for each bi-weekly pay period of service.

17.3 When the total accumulation of sick leave shall amount to 1000 hours (125) days, no further credit shall accrue until the total shall have been reduced to less than the maximum. When the service of an employee shall be terminated by retirement (voluntary or involuntary) or death, such employee or his estate shall be entitled to receive full pay for each hour of accrued sick leave to his credit as of the date of termination according to the following formula: Full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and full pay for 75% of all sick leave accrued over 720 hours up to and including 1000 hours.

17.4 The University may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay, but must require a certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three (3) consecutive working days.

Article XVIII
LONGEVITY

18.1 Crew members are eligible for longevity increases in accordance with R.I.G.L. §16-59-7.2

Article XIX
PERSONAL LEAVE

19.1 Crew members shall be entitled to up to four (4) days leave of absence with pay each year for emergencies or to attend to personal matters and/or religious observance which cannot be reasonably attended to outside of the normal work day while working in any port in Narragansett Bay. Crew members shall not be required to give a reason as a condition of utilizing this personal leave, but prior approval must be obtained from the marine superintendent to assure that the absence does not interfere with the proper conduct of the office. Personal leave credits cannot be carried over from calendar year to calendar year.

19.2 The following schedule shall apply for all new employees in their first year of employment for the distribution of personal leave:

19.3 Employees appointed between January 1 and April 30 shall be entitled to four (4) personal days as provided in this article. Employees appointed between May and August 31 shall be entitled to three (3) personal leave days as provided in this article. Employees appointed after September 1 shall be entitled to two (2) personal leave days as provided in this article.

Article XX
BEREAVEMENT LEAVE

20.1 Each employee shall be granted leave with full pay for four (4) days for a death in the immediate family. Immediate family shall be defined as wife, husband, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children, and any other person living in the employees household. Days needed beyond four (4) may be taken from sick leave.

Article XXI
MILITARY TRAINING LEAVE

21.1 Employees who by reason of membership in the United States Military, Naval or Air Reserve are required by the appropriate authorities to participate in training activities or in active duty as part of the State military force or special duty as part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, they shall be granted leave without pay for this purpose.

Article XXII
MILITARY LEAVE

22.1 An employee who has left or shall leave their position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or the Rhode Island National Guard, or by reason of enlistment, induction, commission, or otherwise, and who has been employed for one hundred eighty (180) calendar days or more within the twelve (12) months next proceeding such entrance into the armed forces, is entitled to a military leave of absence from said position commencing with the time of leaving said position and continuing through the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from choice by the employee shall automatically serve to cancel said leave.

22.2 For the first sixty (60) days of the leave the employee shall receive the difference between their University base salary and their military base salary. In no case shall the employee receive more than they would have received had the employee not been absent from their position. No employee shall be allowed to receive pay more than once under this article for military leave for training purposes in a three (3) year period.

22.3 At the conclusion of the leave of absence the employee shall be returned to his position, subject, however to any law or rule which may hereinafter be enacted affecting such right of return or defining the conditions under which such returns may be made.

Article XXIII
JURY DUTY

23.1 Any employee who is ordered by appropriate authorities to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of jury duty and shall receive for such period his regular pay or jury duty pay, whichever is greater.

Article XXIV
LEAVE WITHOUT PAY

24.1 Upon written application an employee who has served his one year probationary period may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reason of personal illness, family illness, disability, upgrading of license, or other purpose deemed proper and approved by the University.

Article XXV
SENIORITY

25.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority.

25.2 Seniority shall be defined as the total length of time any full-time employee has worked continuously in the bargaining unit.

25.3 Seniority shall commence upon completion of the 12 months probationary period and shall be retroactive to the date of hire for the position held in the bargaining unit.

25.4 The principle of Seniority shall apply when two (2) employees in the same classification request vacation or sea leave.

25.5 The principle of Seniority shall apply to lay-offs and recalls and job bidding within classification provided the employee(s) has the required qualifications, licensing and documentation.

25.6 Seniority shall continue during all periods of leave and/or layoff.

25.7 All newly hired employees shall serve a 12-month probationary period.

25.8 The University shall provide the Union with a Seniority list at the beginning of each fiscal year.

25.9 Seniority shall be lost for the following reasons:

- a. Designation or retirement;
- b. Discharge for just cause;
- c. When an employee is laid off in excess of two (2) consecutive years;
- d. When an employee fails to respond to a recall notice;
- e. When an employee fails to renew a leave of absence;
- f. When an employee engages in work while on an unpaid leave of absence.
- g. When qualifications and required licensing and documentation are not maintained.

25.10 All vacancies or new positions within the bargaining unit shall be posted for a period of ten (10) days on board the vessel and the Main Bulletin Board in the main office.

Article XXVI
LAYOFF

26.1 In the event of layoff, crew members shall be laid off according to seniority within classification.

26.2 Crew Members who are laid-off shall be placed on a recall list for two (2) years from the date of separation. Crew members will be recalled in seniority order within classification.

Article XXVII
DISCIPLINE AND DISCHARGE

27.1 Disciplinary action may be imposed upon a crew member only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as specified in Article XXVIII.

27.2 If the University has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. Each employee shall have access to his personnel record as specified in Article VII.

27.3 Where appropriate, disciplinary action or measures shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge
- E. Demotion where appropriate

When disciplinary action other than an oral reprimand is to be implemented, the University shall notify the employee and the Union in writing of the specific reasons for such action.

The University shall not discharge or suspend an employee without just cause. Within two weeks of such suspension or discharge, the Union may file a grievance as set forth in Article XXVIII.

In the event that an employee is dismissed, demoted or suspended under this section and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate for time lost during the period of such dismissal, demotion or suspension.

Article XXVIII
GRIEVANCE PROCEDURE

28.1 For the purpose of this agreement, the term "Grievance" means any difference or dispute between the Board and the Union or between the Board and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement.

There shall be a grievance procedure as follows:

28.2 A grievance shall be presented by the aggrieved to the ship's master or in his absence, the Marine Superintendent within five (5) working days after the employee knew or "should have know" of the act, event, and/or commencement of the condition which is the basis of the grievance. The supervisor shall render a decision within two (2) working days.

28.3 If the grievance is not resolved in Step 1, it shall be submitted in writing within three (3) working days of its receipt by the Union and to the Assistant Vice President for Human Resources, who shall grant a hearing within five (5) working days that the ship is in port (Narragansett). A written decision shall be rendered within ten (10) working days of the conclusion of the hearing.

28.4 If the grievance is not resolved in Step 2, it shall be submitted with five (5) working days of the Union's receipt of the Assistant Vice President's decision to the Commissioner of Higher Education or his designee, who shall grant a hearing with ten (10) working days that the ship is in port (Narragansett) of the receipt of the grievance, and shall render a written decision with ten (10) working days of the conclusion of the hearing.

28.5 The time limits specified herein shall be regarded as maximums and every effort shall be made to expedite the processing of grievances, provided, however, that the parties may by mutual agreement extend any time limitation specified herein.

28.6 A grievance shall automatically proceed to the next step of the grievance procedure if within the time limits specified herein a decision has not been rendered. It shall be the responsibility of the aggrieved to forward copies of grievance letters and responses thereto at each successive step of the grievance procedure.

28.7 Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Board, on request, will produce payroll and other records, as necessary. Employee witnesses who are Board employees and grievants will receive their regular rate of pay for the time spent processing grievances. Such time spent shall be subject to approval of the appropriate administrator, which should not be unreasonably withheld.

28.8 It is also agreed that in all cases of dismissal the aggrieved may go immediately to Step 3 of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to Step 3.

28.9 For the purposes of this article, the following definitions shall apply:

“Within a working day” shall mean prior to the end of the shift on working day following receipt of the grievance, and shall be exclusive of weekends, vacations, and holidays.

“Aggrieved” shall mean either the employee and/or the Union.

28.10 ARBITRATION – If a grievance is not settled under this Article, such grievance shall, at the request of the Union or the Board, be referred to the American Arbitration Association in accordance with its rules then obtaining.

28.11 The decision of the arbitrator shall be final and binding upon the parties except where the decision would require an enactment of legislation, if the legislation is enacted. The expense of such arbitration shall be borne equally by the parties.

28.12 Only grievances arising out of the provisions of this contract relating to the application or interpretation or violation thereof may be submitted to arbitration.

28.13 All submissions to arbitration must be made within thirty (30) calendar days after receipt of the grievance procedure decision.

Article XXIX **TRAVEL**

29.1 Employees who voluntarily terminate their employment in an outlying port will be responsible for all costs associated with their departure from the vessel.

29.2 All travel to and from the vessel must be approved by the Marine Superintendent prior to the travel taking place. All scheduled travel must be submitted well in advance of the date of travel to insure that there is time for the required paperwork to be processed. This is a minimum of three (3) weeks. Travel advances will be requested as necessary. If an advance is not possible, the traveler must utilize personal funds and will be reimbursed after filing the travel expense voucher. In cases where this creates a hardship for a person traveling to the ship, the Master may reimburse the traveler with Master’s account funds by agreement with the Marine Superintendent.

29.3 Permanent crew members returning from the ship will be given a ticket returning them to Rhode Island. If a different final or intermediate destination is desired, the crew member will receive reimbursement up to the cost to return to Rhode Island. Any itineraries that exceed that cost will be the responsibility of the traveler.

29.4 All meal and lodging costs incurred in authorized travel will be reimbursed at the prevailing state rates at the time of travel. Crew members traveling together will utilize double occupancy, where overnight stays are required, unless of the opposite sex.

29.5 Overtime will not be paid for travel time beyond 8 hours per day.

29.6 Narragansett Bay crew members doing ship's business off campus will utilize institutional vehicles when available. If an institutional vehicle is not available, a crew member may use his/her personal vehicle and be reimbursed for the mileage at the prevailing State rate. To be reimbursed, a travel voucher must be submitted detailing the date, starting and ending mileage, and purpose of the travel. If the travel is incorporated within a non-work related trip, such as returning home, then only diversion mileage for accomplishing the ship's business will be submitted for reimbursement. Multiple trips within the same month should be submitted together for a single payment.

Article XXX
NO STRIKES OR LOCKOUTS

30.1 The Union and its members will not cause, call or sanction any strike, work stoppage or slowdown, nor will the Board lockout its employees during the term of this agreement.

30.2 It is agreed that all provisions of this agreement are binding on each of the individuals covered by this contract.

Article XXXI
ALTERATION OF AGREEMENT

31.1 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing and signed by the parties.

31.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Article XXXII
SAVINGS AND SEVERABILITY

32.1 To the best knowledge and belief of the Parties this contract contains no provisions which is contrary to Federal or State law or regulations; it is the intent of the Parties that all provisions of the Agreement be interpreted and construed in a manner consistent with all applicable, governing law. Should any provisions of this Agreement be in conflict with federal or state law or regulation then such provision shall become null and void.

32.2 If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative and unenforceable shall not be affected thereby

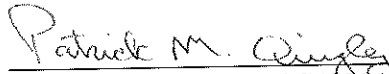
Article XXXIII
TERMINATION OF AGREEMENT

This agreement shall be effective as of the 1st day of July, 2007 and shall remain in full force and effect until the 30th day of June, 2010.

It shall be automatically renewed from year to year thereafter, commencing the 1st day of July, 2010, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this agreement.

This agreement shall remain in force during negotiations.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.


MARITIME PROFESSIONAL ASSOCIATION


12/14/09
Date


FRANK CAPRIO, CHAIR
RI BOARD OF GOVERNORS


Date


JACK WARNER, COMMISSIONER

6/10/09
Date


ROBERT L. CAROTHERS, PRESIDENT
UNIVERSITY OF RHODE ISLAND

6/5/09
Date


ANNE MARIE COLEMAN, ASSISTANT
VICE PRESIDENT FOR HUMAN RESOURCES

6/4/09
Date

APPENDIX A

ENDEAVOR CREW

TITLE	SALARY RANGE Minimum - Maximum	PAY GRADE
Chief Mate	\$35,000 - \$55,000	5
First Assistant Engineer	\$35,000 - \$55,000	5
Second Mate	\$30,000 - \$50,000	4
Second Assistant Engineer	\$30,000 - \$50,000	4
Bosun	\$28,000 - \$40,000	3
Steward	\$28,000 - \$40,000	3
QMED	\$26,000 - \$36,000	2
AB	\$26,000 - \$36,000	2
OS	\$23,000 - \$33,000	1
Messman	\$23,000 - \$33,000	1
Oiler/Whiper	\$23,000 - \$33,000	1

APPENDIX B

A. For the contract year July 1, 2007 to June 30 2008, the salary increase for employees in the bargaining unit shall be as follows:

1. A 2.5% across the board range adjustment effective January 1, 2008.

GRADE	MINIMUM	MAXIMUM
1	\$26,138	\$37,502
2	\$29,548	\$40,912
3	\$31,820	\$45,458
4	\$34,094	\$56,822
5	\$39,775	\$62,503

B. For the contract year July 1, 2008 to June 30, 2009, the salary increase for employees in the bargaining unit shall be as follows:

1. A 2.5% increase across the board range adjustment effective July 1, 2008.

GRADE	MINIMUM	MAXIMUM
1	\$26,791	\$38,440
2	\$30,287	\$41,935
3	\$32,616	\$46,594
4	\$34,946	\$58,243
5	\$40,769	\$64,066

C. For the contract year July 1, 2009 to June 30, 2010, the salary increase for employees in the bargaining unit shall be as follows:

1. A 3.0 % increase across the board range adjustment on July 1, 2009.

GRADE	MINIMUM	MAXIMUM
1	\$27,595	\$39,593
2	\$31,196	\$43,193
3	\$33,594	\$47,992
4	\$35,994	\$59,990
5	\$41,992	\$65,988

MEMORANDUM OF AGREEMENT

Leave Policy for Extended Cruises

If the vessel is engaged in a cruise continuously outside the continental U.S. in excess of four (4) months, crew members are entitled to take their accrued vacation time after three (3) months into the cruise. Vacation requests must be made thirty (30) days in advance and be submitted to the vessel's Master on the standard leave for. Round trip tickets will be provided from the out port to Providence and return. Tickets to other locations can be arranged, however, any cost of that ticket in excess of a ticket to Providence must be borne by the crew member.

A second option would be one way vacation requests. If adequate vacation time has not been accrued to cover the period until the ship returns to the continental U.S., leave without pay will be considered. Requests for leave without pay should be submitted in writing.

A third option of a bonus in lieu of vacation is also available. The bonus would be equal to a one-way fare to the most distant port reached after three months into the cruise. Standard payroll deductions would be taken from this bonus. Normal vacation time would continue to accrue. The marine superintendent has the option of denying leave if more than one person from any department wants time off at the same time.

FOR THE BOARD OF GOVERNORS:

Aileen A. Chenev

DATE: 6/29/09

FOR THE UNION:

Bernard E. O'Hall

DATE: 12/14/09