

**ROGER WILLIAMS UNIVERSITY  
FACILITIES MANAGEMENT EMPLOYEES  
ASSOCIATION  
NEARI/NEA**

**CONTRACT  
with the  
BOARD OF TRUSTEES  
of  
ROGER WILLIAMS UNIVERSITY**

**In**

**BRISTOL, RHODE ISLAND**

**EFFECTIVE DATE: DECEMBER 19, 2022**

**EXPIRATION DATE: AUGUST 31, 2025**

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1 **AGREEMENT**

2  
3 THIS AGREEMENT, entered into this 19th day of December, 2022 by and between ROGER  
4 WILLIAMS UNIVERSITY, of the Town of Bristol and County of Bristol, State of Rhode  
5 Island, hereinafter called the "University", and ROGER WILLIAMS UNIVERSITY  
6 FACILITIES MANAGEMENT EMPLOYEES/NEA, hereinafter called the "Association."  
7

8 **WITNESSETH**  
9

10 It is the intention of the University and the Association in entering into this Agreement to  
11 promote good relations among the University and the employees of the University represented  
12 by the Association. It is the further intent of the Association and the University to continue to  
13 work together; to provide and to maintain mutually satisfactory terms and conditions of  
14 employment; to prevent as well as to adjust misunderstandings or grievances relating to  
15 employment, and to provide that there shall be no interruption in work. Any misunderstandings  
16 as to the interpretation and application of the terms of this Agreement which arise between the  
17 University and the employees of the University represented by the Association, shall be resolved,  
18 adjusted and settled in accordance with the procedures set forth in this Agreement.  
19

20 NOW THEREFORE, in consideration of the premises and of their mutual assent hereto as to the  
21 terms and provisions of this Agreement between them, the University and the Association agree  
22 as follows:  
23  
24

25 **ARTICLE I**  
26 **RECOGNITION**

27 The University recognizes the Association as the sole collective bargaining agent concerning  
28 wages, hours and negotiable working conditions as defined by law, for all full-time and part-time  
29 employees regularly working sixteen (16) or greater hours per week for the University at its  
30 Rhode Island campus(es) in the following position categories: Custodial/Maintenance, Grounds,  
31 Utility Work, Mechanics and the following technical trades; Electrical, Plumbing, HVAC/  
32 Refrigeration, Energy Controls, Telecommunications, Locksmithing, Carpentry and  
33 transportation Shuttle Drivers. Specifically excluded from Association recognition are all other  
34 employees, including by way of illustration but not limitation, professional staff employees,  
35 public safety officers, faculty, technical services employees, clerical staff employees, food  
36 service employees, part-time and casual staff regularly working less than sixteen (16) hours per  
37 week and all supervisors as defined by the National Labor Relations Act.  
38

39 **ARTICLE II**  
40 **ASSOCIATION MEMBERSHIP**  
41

- 42 **I.** No employee governed by this Agreement (MBU) shall be required to join  
43 the Association as a condition of employment. Neither shall any MBU be  
44 discriminated against by either the University or the Association on

account of membership or non-membership in the Association. The University agrees that a statement explaining the rights and obligations of MBUs under the terms of this section will be included in all offers of employment. Additionally, both the University and the Association agree to provide an opportunity to newly hired MBUs, for a full explanation of the rights and obligations under the terms of this section in a scheduled or special orientation forum where both the University and the Association designees are invited to be present.

**II.** The terms of employment of all MBUs are covered by the collective bargaining agreement negotiated by the University and the Association. The parties recognize, additionally, that the Association is legally required to fairly and fully represent all individuals included in the bargaining unit, whether they are Association members or not. The negotiation and administration of this Agreement entails expenses for all MBUs covered by this Agreement. Therefore, an MBU who does not choose to join the Association, shall pay an Agency Fee Charge, representing the cost of collective bargaining, as determined by the National Education Association of Rhode Island, providing that such charge shall be calculated to include only such costs and not other expenses/activities of the Association or its affiliates, and provided that membership in the Association has not been denied to the MBU for reasons other than non-payment of dues uniformly required as a condition of membership. Payment of this Agency Fee Charge by such MBU shall be a condition of employment and shall be formally noticed by the Association, including the amount of the charge, to each MBU, with copy to the University, through its Executive Vice President for Finance & Administration (EVPF&A) or EVPF&A's express designee.

**III.** Each time the Association Dues or Agency Fee Charges are adjusted, the notice must be renewed to all MBUs with copy to University through its EVPF&A. The collection of either Association Dues or Agency Fee Charges shall be from payroll deduction by University's Payroll Division of the Department of Human Resources (HR), acting for University and on behalf of the Association as follows:

**A.** Following completion of the standard one hundred twenty (120) calendar day probationary period of employment for full-time MBUs and the standard one hundred fifty (150) day probationary period of employment for part-time MBUs, or the first two hundred ten (210) calendar days following date of hire for part-time MBUs, whichever first occurs, Agency Fee Charges will commence in the first, full payroll, and that Agency Fee Charge will be ratably apportioned on a biweekly basis as set up by the Association and delivered to HR. This deduction procedure shall continue until Association Dues are voluntarily invoked by the MBU in accordance with provision B. below.

**B.** New Association members' Dues will commence being deducted in the first full pay period following both successful completion of the standard

91 probationary period of employment, or specified period of employment for  
92 part-time MBUs, referenced above and the University Payroll Division of  
93 Human Resources' receipt of a written, signed authorization by an MBU to  
94 deduct Association Dues, including the amount to be deducted on a biweekly  
95 basis for each Association member as designated in provision A. above.  
96

97 All Association Dues deductions will continue, unless and until the  
98 University Payroll Department receives written,  
99 duly-signed notification from either the Association member or the  
100 Association itself that it no longer authorizes Association Dues  
101 deduction, in which case the Agency Fee Charges will commence  
102 being deducted and will continue unless and until the MBU opts to  
103 rejoin the Association.  
104

105 C. Implementation by Human Resources of changes in directed  
106 deductions as invoked by the Association in accordance with this  
107 ARTICLE, shall be made as soon as practicable but no later than the  
108 second full payroll following formal notice of a change in the  
109 biweekly Association Dues or Agency Fee Charge. Upon Association  
110 notice, the Association and Human Resources will jointly inform all members  
111 of the bargaining unit of the charges invoked by the Association.  
112

113 D. All Association Dues and Agency Fee Charges, deducted in  
114 accordance with this provision will be deposited in an Association-  
115 directed account on a monthly basis with a corresponding report of said  
116 activity, provided to the Association's Treasurer. The monthly report  
117 shall identify payors of all Association Dues and Agency Fee Charges,  
118 along with the individual and composite amounts deducted. The report  
119 will also identify all newly hired employees, with their position title,  
120 wage rate and date of hire.  
121

122 IV. The University, through its EVPF&A, and the Association, through its Chief  
123 Steward and/or Treasurer will, in good faith, entertain and respond to  
124 questions and concerns from MBUs as to policy and procedure  
125 concerning Association Dues and Agency Fee Charges.  
126

127 V. The Association and University agree that any and all liability and costs incurred  
128 as a result of University's good faith, intended compliance with this section shall  
129 be borne exclusively by the Association. This means that, except in the case of  
130 intentional misconduct or wanton reckless disregard for the liabilities and  
131 associated costs of noncompliance, the Association holds University harmless for  
132 any and all liabilities and costs incurred as a result of its administration of this  
133 ARTICLE of the collective agreement.

134 **ARTICLE III**  
135 **RIGHTS OF MANAGEMENT**  
136

137 Subject to the provisions of this Agreement, the University shall have the right to exercise the  
138 regular and customary functions of management; including the right to hire, discharge, promote,  
139 demote, layoff and discipline employees; the right to determine how, when, where and by whom  
140 work is to be performed; the determination of job content; the judgment as to the ability of an  
141 employee to handle a particular job and the right to make and enforce rules and regulations. Any  
142 of the rights, powers, functions or authorities which the employer had, prior to the signing of any  
143 Agreement with the Association, are retained by the employer except as those rights, powers,  
144 functions or authorities are specifically abridged or modified by this Agreement. It is further  
145 agreed that the rights of management are not subject to arbitration under any circumstances  
146 except as otherwise specifically provided for in this Agreement. The University, at its discretion,  
147 may employ students of Roger Williams University, providing it does not layoff or dismiss a  
148 regular employee as a result of student employment, nor use a student to permanently fill a  
149 vacancy.

150 **ARTICLE IV**  
151 **STRIKE-LOCKOUT**  
152

153  
154 It is agreed between the Association and the University that during the term of this Agreement or  
155 any renewal, or extension hereof, whether or not there be a grievance dispute pending, there shall  
156 be no strike, lockout, slow down, or stoppage of work, sit-in, demonstration, display, banner,  
157 picketing or advertisement.

158 **ARTICLE V**  
159 **DISPUTE RESOLUTION & DISCIPLINE**  
160

161 **Section 5.A. Labor/Management Forum**  
162

163 **I.** A committee consisting of University and Association representatives may  
164 meet for the purpose of reviewing the administration of this Agreement and to discuss problems  
165 which may arise.  
166

167 **II.** Either party to this Agreement may request a meeting and shall submit a written agenda  
168 of topics to be discussed seven (7) days prior to such meeting. Request by the Association for  
169 such a meeting will be made to the Office of General Counsel.  
170

171 Quarterly, on March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup>, the University and Association  
172 will meet to review issues of importance and/or concern to seek proactive resolution to those  
173 issues.  
174

175 These meetings are not intended to bypass the grievance procedure, the normal administrative  
176 structure, or to be considered collective negotiating meetings, but are intended as a means of  
177 fostering good employee relations through an exchange of views between the parties to this  
178 Agreement. Amendments to this Agreement may be discussed as a proactive measure for  
179 potential dispute resolution.

**III.** A maximum of three (3) employee representatives of the Association may attend such meetings. Employee representatives who attend such meetings, during their scheduled work shift, shall be granted time off to attend without loss of pay.

## **Section 5.B. Grievance**

### **I. Definition of Grievance**

A grievance is a complaint by one or more employees or the National Education Association that there has been a misinterpretation, misapplication or definitive violation of any term(s) of this Agreement or that one (1) or more employees have been treated so inequitably that such treatment constitutes a violation of this Agreement.

**A.** Inequitable treatment is defined, for purposes of this Agreement, as an application of the provisions of this Agreement that are both inconsistent with the terms of this Agreement and wholly inconsistent with established managerial precedents without reasonable justification.

### **II. Grievance Procedure**

This Agreement sets forth the basic terms and conditions of employment, (and is intended to continue the present good relations) between the University, its employees and the Association; the representatives of both agree to make prompt and earnest efforts to settle grievances.

In the event that an employee or the Association feels that they have a basis for a grievance, in accordance with the above definition, and have informally discussed the situation giving rise to the grievance with his/her supervisor or the Director of Facilities Management (or, as appropriate, the Director of Public Safety), the following procedure shall be used:

**Step 1:** The Association Steward and the employee shall submit the grievance to the Director of Facilities Management (or, as appropriate, the Director of Public Safety) within ten (10) business days after the occurrence first giving rise to the grievance. The written grievance shall explain, as specifically as possible, the nature of the complaint and the contract provision affected. The Director shall have the option to meet with the grievant and/or Union for clarification and resolution and/or to give a written answer to the written grievance within ten (10) business days of receipt of the written grievance.

**Step 2:** If the matter is not settled at Step 1, the Association, within ten (10) business days after receipt of the written answer from the supervisor or within ten (10) business days after the answer is due, may request, in writing, a meeting with the Chief Human Resource Officer or the Officer's designee to take place within seven (7) calendar days of said request. The grievant may attend this meeting at the request of either party. The Step 2 request must state the reason the Step 1 decision is not satisfactory. The University's decision shall be given in writing within ten (10) business days after the meeting.

**Step 3:** If the Association is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within ten (10) business days after the meeting, the grievance will be referred to the Federal Mediation and Conciliation Service (FMCS) for grievance mediation, which will begin as soon as can be mutually scheduled. Any discussions or communications that occur between the parties during such mediation shall be confidential and shall not be cited to or offered as evidence and admissible in any court or arbitration proceeding. Either party may, upon written notice to the other, elect to waive the requirements of Step 3 and proceed directly to arbitration as outlined below.

**Step 4:** If settlement is not reached at Step 3, the Association only may, within thirty (30) working days after the mediation's closure (or, if mediation waived by the parties, within thirty (30) working days of the date of the Step 2 decision's issuance, or within thirty (30) working days of the date that disposition should have been rendered, whichever is sooner), demand arbitration before an impartial arbitrator under the rules of the American Arbitration Association. , Subject to those limitations stated herein, the appointed arbitrator's decision shall be final and binding upon both parties. The arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall likewise govern the arbitration procedure. The arbitrator shall not add to, subtract from, change or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties.

### **III. Employee's and University's Right to Settle Individual Grievances Without Precedent**

The Association and the University jointly acknowledge the right of any of the employees involved to present individual grievances directly to their supervisor or the Director of Facilities Management as appropriate and, without precedent or persuasive authority of any kind whatsoever, to work out the settlement of such individual grievances. Proposed but failed settlement of any such grievance may not be used as evidence of any kind in any proceeding. Further, individual employees shall not have the right to proceed to, or demand, arbitration under this Agreement.

### **IV. Pay for Grievance Time**

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

## **Section 5.C. Discipline and Discharge**

**I.** A disciplinary measure imposed upon an employee may be processed as a grievance as set out above.

272 **II.** Discipline under this Agreement is the formal imposition upon an employee of a written  
273 reprimand, a suspension without pay or discharge for cause.

274  
275 **III.** The University will not discharge a non-probationary employee without just cause. An  
276 employee who is discharged may file a grievance at Step 2 of the grievance procedure set out  
277 above.

278  
279 **IV.** Where circumstances warrant, including the nature and severity of an employee's  
280 unacceptable conduct, progressive discipline will be utilized. However, there are no prescribed  
281 sanctions in number or severity prior to termination.

282  
283 **V.** It shall be the University's responsibility to demonstrate a level of misconduct or  
284 competency of service, including non-performance, warranting the discipline imposed.

285  
286 **VI.** Pre-disciplinary warnings that are committed to an employee's personnel file will be  
287 removed from such file if there are neither any recurrences of pre-disciplinary or disciplinary  
288 offenses over a six (6) month period of time from the insertion of the warning in an employee's  
289 personnel file nor any similar, specifically identified performance deficiencies in an employee's  
290 filed, official evaluation during that same time period.

291  
292 **VII.** Every employee shall have one (1) official personnel file ("OPF"), which shall be kept  
293 and maintained by the Department of Human Resources. The OPF shall constitute the singular  
294 repository of all formal University personnel records pertaining to an employee's appointment,  
295 disciplinary record (if any), and evaluated job performance. Employees shall be given notice or  
296 copies of all documents related to discipline or job performance that are added to the OPF. An  
297 employee may review the contents of his/her personnel file at any time upon reasonable notice to  
298 the Department of Human Resources and under procedures reasonably invoked by the  
299 Department of Human Resources.

300  
301 Nothing herein shall preclude the University from creating and/or maintaining managerial  
302 records kept or used only by the employer.

## 303 304 305 **ARTICLE VI** 306 **HEALTH & SAFETY**

### 307 308 309 **Section 6.A. Compliance & Enforcement**

310  
311 The University shall continue to enforce, and all employees shall continue to comply with all  
312 legal regulations governing the health and safety of working conditions at the University.  
313 Employees must observe, as a condition of continuing employment, the University's published  
314 safety rules. Employees shall immediately report, to their supervisor or designated chair of the  
315 University Safety Committee, any condition that they are aware of and believe to be unsafe or in  
316 violation of standing health and safety regulations of the University. Additionally, employees

shall report any injuries sustained or witnessed at the University in accordance with direction given by the University.

#### **Section 6.B. Employee Identification Badges and Apparel**

Employees shall wear, as provided and directed, identification tags/badges for both security and identification purposes. The cost of issuance of identification tags/badges shall be borne by the University.

The University agrees to provide and the MBU must wear day to day working apparel consisting of an RWU-issued shirt, sweatshirt or jacket bearing RWU insignia. In the first year of this Agreement (or as applicable, upon initial hire), the University shall issue to each MBU: one (1) jacket, five (5) short sleeve shirts, four (4) long sleeve shirts and two (2) sweatshirts. Following the initial uniform allocation, the University will once per year during the month of March take orders from bargaining unit members for replacement uniform items, the approval of which will not be unreasonably denied. Approval of request for apparel replacements for reasonable wear and tear will not be unreasonably withheld. Reasonable wear and tear over time is expected and will not be cause for discipline.

#### **Section 6.C. University Safety Committee**

The Association may appoint a member of the bargaining unit to the University Safety Committee to represent the interests of the bargaining unit.

#### **Section 6.D. Maintenance & Storage of Equipment & Materials**

Properly maintained equipment and properly stored equipment and materials utilized in the performance of work at the University is essential to the safety of all and the productivity of University's "Facilities Division" of operations. The University will make available, adequate space and facility for use, cleaning and storage of equipment and materials. Employees will follow all direction given for proper use, maintenance and storage of all equipment and materials utilized in the performance of their job(s). Custodians and maintenance specialists will be trained in daily cleaning and maintenance of equipment at the time of hire and thereafter will be trained on an annual basis.

**I.** At least annually, the Labor/Management Forum, convened under Section 5.A. of this Agreement, will address the adequacy of space and the facilities for storage of equipment and materials as well as the maintenance of equipment and materials entrusted to the Facilities Division of operations.

#### **Section 6.E. Emergency Closing Policy**

**I.** The University may, from time to time, officially close its operations in whole or in part, following procedures outlined in the Contingency Plans for Emergency Closing, in response to unusual conditions such as inclement weather or unanticipated occurrences emanating from internal or external factors and rendering the University, or a part

thereof, unfit for regular operation. The authority to close operations is vested in and restricted to, the President, and as permanent designee, the Executive Vice President for Finance and Administration.

**A.** An emergency closing may, but need not be affected University-wide. It may also be regional to a building, area or part thereof and/or it may be functional to a group, operation or event.

**II.** An emergency closing may be declared at any hour of the day, with immediate notification to the Chief Steward, and shall remain effective for the period specified by said authority or in the absence of a specified period, for eight (8) hours from the time the closing is declared.

**III.** When the closing as defined by the University is effected, those employees specifically released as nonessential services personnel by the declaration shall be released from reporting to work and shall be compensated at their regular rate of pay for such released period. All essential services personnel, except as notified that they are released from reporting to work, are to report or remain at work during an emergency closing, and shall receive double their regular rate of pay for that period of actual work reporting, during the University-declared emergency closing.

**IV.** When closing is regional to a building, area, or part thereof, and the University provides alternative work site(s) for affected individuals, those employees are expected to remain at the alternative work site(s) and will receive their regular rate of pay for the regular shift(s) worked at the alternative work site(s). A regional closing or a functional closing (such as the early closing of scheduled classes), does not of itself enable the work release of any employees.

**V.** Facilities personnel are essential services personnel unless otherwise specifically notified in writing by the Director of Facilities that they have been released from said designation and the conditions or duration of such release.

Unless employees designated herein as “essential services personnel” are specifically and expressly relieved of that designation in writing, they are and shall remain, essential services personnel.

#### **Section 6.F. No Smoking Policy**

**I.** MBUs shall abide by the University’s Smoking Policy (<https://www.rwu.edu/sites/default/files/smokingpolicy.pdf> - (Rev. 08/21/14)), as it may be amended from time to time, following notice to and consultation with the Association.

**ARTICLE VII  
EMPLOYMENT**

**Section 7.A. Pledge Against Discrimination, Coercion & Conflicts of Interest**

**I.** The provisions of this Agreement and all correlative employment practices shall be applied equally to all employees without regard to age, ethnicity, disability, marital status, national origin, race, religion, gender, sexual orientation, veteran status or political affiliation as defined by law and unless otherwise prohibited by applicable law.

**II.** All references to employees in this Agreement designate both sexes, and wherever one gender is used, it shall be construed to reference persons of all gender identities.

**III.** The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion regardless of membership or lack of membership in the Association.

**IV.** The University agrees there shall be no discrimination, interference, restraint or coercion against or involving any employee because of Association membership or lack of membership or because of employee activity or lack of activity concerning any legal activities of the Association, except that both parties to this Agreement understand and agree that employees of University have a primary employment responsibility to University and employees may not engage in activity that conflicts with that primary employment responsibility; specifically and primarily; including by way of example, the abuse of accruals to pursue other employment.

**Section 7.B. Probationary Employment**

**I.** Full-time employees, new to the bargaining unit shall, upon hire into an Association-recognized and represented position, serve a probationary period of employment of one hundred twenty (120) calendar days during which the provisions of this Agreement do not apply. The University may extend the probationary period; one time only; at its discretion for up to a maximum of thirty (30) additional calendar days upon at least one (1) week's notice to the Association and employee, prior to expiration of the probationary period. During an extension of the probationary period, the provisions of this Agreement apply except that the probationary employee may be terminated "at will" by University and the probationary employee shall have no recourse to termination including utilization of the grievance procedure. Part-time employees' probationary period shall be one hundred and fifty (150) days. All other provisions as set out immediately above in this provision apply to part-time employees.

**II.** Full-time employees who successfully bid into another position classification within the bargaining unit serve a performance-based probationary period of thirty (30) calendar days during which University will evaluate the employee's ability and performance in the new position. If the employee is unable to demonstrate, to the satisfaction of the University, their ability to satisfactorily perform all responsibilities of the position, the employee will be returned to his former position. The University's decision as to ability and commitment to successfully perform in the new position shall not be arbitrary nor capricious. In the case of an unsuccessful

internal promotion, there will be no loss of classification-based seniority in the position to which the unsuccessful employee returns.

## **Section 7.C. Seniority**

### **I. Definition of Seniority / Computation of Seniority**

Seniority shall be defined as the length of time an MBU has been continuously employed by the University in this bargaining unit. Seniority shall be calculated as date of entry into an Association-recognized and represented position within the bargaining unit. Employees new to the bargaining unit will not earn seniority credit during the probationary period as defined under Article VII, Section 7.B. above, but upon completion of one's probationary period, seniority credit will be gained, retroactive to the date of entry into a recognized bargaining unit position. The University shall maintain a seniority roster consistent with this provision. The University will, on each October 1 and April 1, post and furnish to the Union a seniority list and will correct such lists from time to time as may be necessary.

In cases where two or more MBUs have the same bargaining unit seniority date (as defined by date of entry into an Association-recognized and represented position within the bargaining unit), the seniority tie shall be broken by date of hire and punch-in time.

The seniority of an MBU who, without a break in University service, transfers into the bargaining unit from another University position shall be calculated and defined as set forth this section, and bargaining unit seniority shall be applied to those MBUs in a manner consistent with the provisions of this Article. However, such MBUs' eligibility (and where applicable, caps and rates of accrual) for paid-time time off and retirement benefits as set forth and provided for in this Agreement shall be determined based upon the length of continuous University service.

### **II. Loss of Seniority: Seniority shall be terminated for the following reasons:**

1. Voluntary resignation/retirement.
2. Termination for cause.
3. Layoff for a period exceeding eighteen (18) months.
4. Failure to return following notice of recall (see III.B. below).
5. Transfer to a position outside the bargaining unit.
6. Termination during an extended probationary period.
7. Death.

**III. Application of Seniority**

**A. Layoff**

1. In the event that a layoff becomes necessary due to lack of work, monetary conditions, other legitimate circumstances or some combination of the foregoing, employees shall be laid off on the basis of inverse seniority in the job classification from which the reduction in force is affected.

2. The University shall simultaneously provide the Association and the non-probationary employee(s) affected, either a two (2) week notice of layoff or two (2) weeks of pay at the then current rate and schedule of regular hours of the employee(s). The Association may request and have scheduled, a meeting with the Chief Human Resource Officer or his/her designee, to discuss possible alternatives; however, the final decision is at the discretion of the University.

3. When an employee is scheduled for layoff due to reduction or reorganization in the workforce, prior to any bumping permitted pursuant thereto, the non-probationary employee shall be considered for transfer into a vacancy in a bargaining unit recognized position, if one exists, and if determined qualified by the University, transferred into said vacancy. Transference into the vacant position carries a ninety (90) day performance-based probationary period. During said period, if the University is not satisfied with the probationary employee's performance but no earlier than thirty (30) days into the probationary period, it will then place such employee on layoff. An employee thus laid off shall remain entitled to recall into his/her job classification only for the remainder of the recall period but shall not be entitled to transfer into another vacancy if one exists at the time of layoff. Discharge of the transferred employee during his/her probationary period is not grievable.

4. When an employee is scheduled for a layoff due to a reduction or reorganization in the workforce, he/she shall be permitted to exercise his/her seniority rights to replace (bump) the least senior employee in a classification for which he/she is deemed qualified, provided the employee with greater seniority is, under reasonable assessment by the University, deemed qualified to perform the work and provision 3. above has been followed, if applicable. As layoff is job classification based, the only bumping permitted hereunder is as follows:

a. An employee with greater bargaining unit seniority as recognized by this Agreement, may bump a fellow member of the bargaining unit even if the employee laid off is not working in the job classification for which seniority has been accumulated, subject to the reasonable assessment of qualifications by and at the discretion of the University. The University's findings concerning qualifications of the employee seeking to bump a less senior bargaining unit member may not be arbitrary nor capricious.

b. There is a reasonable presumption that an employee laid off from a lower paid classification than another classification in which that employee holds seniority, is not qualified to bump the higher paid classification. That presumption is rebuttable with the burden of rebuttal on the employee seeking to "bump up" this Agreement's position-based pay scale.

542           **B.     Recall**

543  
544           1.     Only non-probationary employees are eligible for recall.

545  
546           2.     The recall period shall be for eighteen (18) months from date of layoff.

547  
548           3.     Recall shall take place with the most senior employee on layoff in the job  
549 classification recalled, first recalled.

550  
551           4.     Recall shall be served upon an employee to be recalled by certified mail,  
552 return receipt requested at employee's last known address. The recalled employee must respond  
553 to the notice of recall within one (1) week of receipt of the notice or recall rights shall be forever  
554 waived. Response must be either by personal or certified mail delivery of acceptance of recall in  
555 a signed writing. Employee accepting recall must return to work as instructed, within two (2)  
556 weeks of receipt of the recall notice.

557  
558           **C.     Qualifications Evaluation for Position Openings**

559  
560           All vacant positions in the bargaining unit will be posted for a minimum  
561 of one (1) week prior to University formally filling the vacancy. The posted position shall be in  
562 one (1) or more conspicuous locations and shall include the job title, primary assignment  
563 location if there is one, rate of pay, summary of responsibilities and its initial, scheduled shift.  
564 Upon the conclusion of the posting period, the University shall review the applications from  
565 bargaining unit members and, if there are pre-qualified applicants, a job fair will be convened  
566 and the most senior pre-qualified candidate will be awarded a position, leaving an opening that  
567 may be filled by the most qualified candidate, if one exists. Pre-qualification shall be established  
568 by identifiable assessment standard(s) (as outlined by position description and/or published  
569 qualification standards or state licensure as required in position description) and will be available  
570 for assessment of an employee, upon reasonable notice and following any employee's request.  
571 Further, any employee desiring to pre-qualify for a position shall, upon request, be given an  
572 outline of the standards expected which may be the job description or an abstract of the job  
573 description encompassing the work and skills expected, as well as recommendations of pertinent  
574 reference material where said information is in the possession of the supervisor at the time of the  
575 request.

576  
577           If there are no pre-qualified bargaining unit members, the hiring process reverts to an  
578 unrestricted search from within and outside the bargaining unit and the most qualified candidate,  
579 as determined by the rational judgment of the University, will be selected. Any member of the  
580 bargaining unit who has formal disciplinary status of record and consisting of a suspension is  
581 disqualified from bidding on any position within the bargaining unit for a period of nine (9)  
582 months from the date of the last disqualifying infraction, or until voluntarily removed by the  
583 University or removed in accordance with the formal dispute resolution process governed by this  
584 Agreement, following the imposition of the disciplinary sanction.

585  
586           The parties agree to, on a case-by-case basis, confer and negotiate with regard to the setting of  
587 rates of pay for individuals who voluntarily bid into lower-paying job classifications. Employees

who successfully bid on and are awarded such positions will have the opportunity to be advised of the applicable pay rate of the new position prior to accepting it. The University will assign to a successful bidder their new wage rate within ten (10) working days of the bid award, irrespective of actual reassignment date.

## **Section 7.D. Bargaining Unit and Non-Bargaining Unit Employment**

### **I. Full and Part-time Positions**

All positions whose incumbents are regularly and continually scheduled for forty (40) hours of work per week, year round, are full-time positions. All positions which average at least sixteen (16) hours per week over the course of each six (6) month period are considered regular, part-time positions, except that all Shuttle Drivers' positions which average at least eight (8) hours per week over the course of each six (6) month period are considered regular, part-time positions. All part-time Shuttle Drivers who average at least eight (8) hours per week but less than sixteen (16) hours per week of service have secondary bid preference to regular part-time bargaining unit employees when qualifications are deemed equal and seniority governs as a tie breaker. Regular full-time and part-time employees occupying such positions are members of the bargaining unit.

### **II. Temporary Positions**

All positions, which at their creation are intended to be of limited duration and utilized to supplement the regular contingent of full-time and part-time positions of the University are temporary positions. These positions are not recognized as part of the bargaining unit covered by this Agreement. Except for emergency situations or urgent need to immediately supplement the work force on what is reasonably expected to be a temporary basis, temporary positions shall be first offered to bargaining unit members who seek to attain the learning and skills of another job classification, and whom the University deems at least minimally qualified. These positions shall not continue beyond six (6) months. Any temporary position which continues beyond six (6) months and is at least funded at sixteen (16) hours per week on average, over that time, becomes a bargaining unit position as set out above. Upon becoming a bargaining unit position, the position will be considered vacant for purposes of competitive bidding on the job from within or outside the bargaining unit.

**A.** An employee from within the bargaining unit or outside the bargaining unit who fills a regular full or part-time vacancy during the search for a permanent hire or during an authorized leave of absence of a member of the bargaining unit from a regular full or part-time position are not considered temporary employees and those vacancies are not considered temporary positions under this Agreement. If an employee filling such temporary vacancy is otherwise a member of the bargaining unit, he/she shall remain a member of the bargaining unit. If the employee filling such temporary vacancy is not otherwise a member of the bargaining unit, he/she shall not become a member of the bargaining unit by filling the temporary vacancy.

**B.** Both temporary positions and temporary vacancies in regular full or part-time positions shall; when neither disruptive of operations nor University efficiency in facilities service delivery; be temporarily filled by at least minimally qualified, interested bargaining unit

members, in seniority order, in order to improve skills and provide experience qualifying them for promotion opportunities in regular full and part-time positions. Bargaining unit members who are formally pre-qualified for promotion will, in seniority order, be considered the most qualified candidate for the position in accordance with Section 7.C.III.C. above. Annually, on July 1<sup>st</sup>, University will provide the Association with a report of all bargaining unit members who have been provided an opportunity to fill a temporary vacancy in a more highly paid position, and will denote those who have been pre-qualified for promotion.

C. Pre-qualification shall be established by identifiable assessment standard(s) (as outlined by position description and/or published qualification standards or state licensure as required in position description) and will be available for assessment of an employee, upon reasonable notice and following any employee's request. Further, any employee desiring to pre-qualify for a position shall, upon request, be given an outline of the standards expected which may be the job description or an abstract of the job description encompassing the work and skills expected, as well as recommendations of pertinent reference material where said information is in the possession of the supervisor at the time of the request. MBU's who have continuously served in a temporary assignment for a period of 120 days or longer shall be considered pre-qualified to perform the duties of the position associated with such temporary assignment.

### **III. Roger Williams University Student Employment**

University students may work up to twenty (20) hours per week in the Facilities Department during the academic year, as assigned by the University. This employment is not recognized as bargaining unit employment. A complete list of all University student's names who have been hired to perform work regularly performed, during the academic year, by MBUs and their collective hours of work over the previous thirty (30) days, shall be submitted to the Association Chief Steward on the first work day of each month, commencing with the first full month following ratification of this Agreement.

RWU will, for between every one (1) and four (4) non-bargaining unit employees temporarily hired under Article VII to supplement its summer (i.e., non-academic year) groundskeeping workforce per summer, offer one (1) (or two (2) when staffing levels permit), interested, minimally qualified MBU(s) the opportunity to be temporarily reassigned to a higher level developmental opportunity in a position under the terms outlined in Article VII.D.II. Consistent with the considerations outlined in Article VII.D.II, and after good faith consultation with the Association, and after considering seniority and equitable distribution of developmental opportunities amongst MBUs, RWU shall make the final determination as to which MBU(s) will be offered the temporary reassignment(s) referenced in the immediately preceding paragraph. RWU further retains the right and prerogative to determine whether, when, and/or with whom to backfill the permanent position held by any temporarily reassigned MBU during the period that (s)he is temporarily reassigned pursuant to the terms outlined in the immediately preceding paragraph.

The University will make its best good faith efforts to commence the assignment of any MBU(s) selected for the higher level developmental opportunity referenced herein by the first or second

pay period within the month of June. Higher level developmental assignments made pursuant to this section will be of a minimum duration of six weeks.

#### **IV. Casual Employment**

Employees who work less than sixteen (16) hours per week on average, calculated each six (6) months of employment in the Facilities Department are not members of the bargaining unit. This threshold of employment is defined as casual employment.

**A.** Shuttle Drivers who work less than eight (8) hours per week on average, calculated each six (6) months of employment in the Department of Public Safety are not members of the bargaining unit. This threshold of employment is defined as “casual employment”.

#### **V. Supervisors & Bargaining Unit Work**

Non-bargaining unit, supervisory employees shall not perform bargaining unit work. at a level, including continuity and volume of work, that causes displacement of a bargaining unit position or would otherwise prevent, subject to ARTICLE VIII SUBCONTRACTING, a feasible, recognized, Association-represented position from being created.

Supervisors who perform bargaining unit work, estimated to be at least one hour, shall notify the Association Steward when and as soon as practicable.

#### **VI. Periodic Review**

In order to track proper administration of the foregoing, University will provide the Association with a monthly report indicating temporary employment and duration and casual employment and duration. Any non- bargaining unit employee who works at least six (6) months and exceeds the sixteen (16) hour per week work average, will become a non-probationary member of the bargaining unit thereafter unless such employee is dismissed on or before the end of the sixth month of non- bargaining unit employment.

#### **Section 7.E. Shift Transfer**

When shift transfers are determined as necessary by the University and the transferred shift will be for more than one (1) week, prior to directed transfers, the University will seek and accept qualified volunteers to change shifts. If there is more than one (1) volunteer deemed equally qualified by the University for the transfer, the most senior volunteer will be transferred. If there are no volunteers, the most junior qualified employee in the transferred job classification will be transferred. Except in the case of emergency, the employee transferred involuntarily will be given ten (10) days 'notice (from date of reassignment) to rearrange his/her personal schedule and commence the new shift. The Association will be copied on all such notices.

## **Section 7.F. Regular Work Week**

The regular workweek shall consist of five (5) eight (8) hour days, making a total of forty (40) hours per week. All work in excess of forty (40) hours within the employee's scheduled workweek, or in excess of eight (8) hours per day shall be paid at the rate of time and one-half (1½) of the individual employee's straight-time hourly rate. Full-time employees will be entitled to have two (2) consecutive days off per week; such days off to be scheduled by management. No employee shall receive overtime pay unless overtime work has been authorized by the designated supervisor. The pay period shall be Saturday to Friday, inclusive.

## **Section 7.G. Working Hours**

### **I. Basic Rule**

Hours of work for all non-probationary, regular, full-time and part-time employees, shall be continuous with the exception of an unpaid lunch period. Subject to the foregoing, and Section 7.F. Shift Transfer, the University retains its prerogative to set and change the work hours and work shifts of all employees. However, such adjustments shall neither be arbitrary nor capricious nor utilized as a disciplinary measure.

### **II. Lunch Period**

Every member of the bargaining unit who is scheduled to work at least six (6) hours in a given day is entitled to a one-half (½) hour lunch period to be taken as set out by University.

### **III. Paid Break Period(s)**

One (1) fifteen (15) minute, paid break period shall be granted to each employee for each scheduled and worked four (4) hour period. Therefore, a full-time regular employee shall be entitled to two (2) fifteen (15) minute paid break periods per eight (8) hour work shift. With the consent of the University, which shall not be unreasonably denied, one (1) or more paid breaks, as set out herein, may be combined with the unpaid lunch period to permit a longer lunch break period and ensure that the one-half (½) hour lunch period isn't extended without authorization.

## **Section 7.H. Overtime**

### **I. Basic Rule**

All work in excess of forty (40) hours within the assigned workweek, in excess of eight (8) hours per day or on an employee's regular days off each week, shall be paid at the rate of time and one-half (1½) the individual employee's straight-time hourly rate. Time off for holidays and paid sick leave 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, but a pay rate when work beyond the eight (8) hour day, forty (40) hour week or an employee's regular days off is available and either offered or directed by the University.

MBU's may, at the University's discretion, be offered the opportunity to volunteer for and be assigned to work overtime opportunities outside of his or her position classification provided that such assignments do not conflict with the MBU's assigned primary work schedule and/or duties associated with the MBU's primary job classification. Overtime opportunities shall be offered to employees within the subject job classification prior to extending such opportunities to MBUs whose primary position is outside of the subject classification. For purposes of offering and extending overtime opportunities to MBUs outside of the subject job classification, the University retains the sole discretion to determine whether or not the MBU who seeks the additional assignment outside of his or her classification is qualified, provided such determinations are neither arbitrary nor capricious. The hourly wage for overtime assignments granted under this paragraph shall be calculated based upon the hourly base wage rate for the position classification in which the overtime opportunity arises.

In the case of snow-removal and other storm-related emergency closure details to which MBUs are assigned, the rate of pay for MBUs who work in such assignments will be calculated based upon the hourly wage rate of an MBU's position of record. If, however, a Maintenance Specialist or Custodian is both licensed and assigned to operate heavy snow removal equipment, then s/he shall be paid at the Groundskeeper I rate for the duration of such assignment. For purposes of this provision, the term "heavy snow removal equipment" shall exclude snow shovels and other hand tools, as well as snowblowers.

## **II. Overtime Equalization**

**A.** An overtime tally shall be prepared for each job classification and utilized for offering overtime to employees. Overtime shall be offered, within the affected classification to the member with the least amount of overtime. If the member(s) with the least amount of overtime on the tally sheet is/are not available or initially refuses to work, overtime will be charged each such employee for that time and it will be next offered to the next member on the overtime list.

**B.** An employee out on authorized leave, including but not limited to sick leave, family leave and vacation leave is considered not available and accordingly will be charged. An individual out on leave who wishes to work overtime and can provide such clearance to return to work as required by University, may so inform his supervisor and if overtime assignment on an involuntary basis is directed by the University, the individual will be the first individual called prior to overtime assignment in inverse seniority order.

**C.** An overtime list will be maintained and posted in each department on the bulletin board. The Association will be given a biweekly list of all overtime worked by members of the bargaining unit.

**D.** Overtime shall be equalized, to the extent reasonably practicable, on an annual basis, with differences carried over into a subsequent year. The annual review shall be conducted in July of each year and to the extent reasonably practicable, equalization of the prior year will be effected before January 1<sup>st</sup> of the following year. Issues concerning overtime equalization,

except for the covenants set out above, are grievable and may be submitted to the Labor/Management Forum as set out in this Agreement.

#### **E. Overtime, Including Equalization for Shuttle Drivers Only**

Overtime opportunities and equalization will continue to be managed at the reasonable discretion of University with quarterly utilization reports shared with Association and reasonable opportunities afforded Shuttle Drivers who received less opportunities over the past quarter year. There will be no payment of overtime for time not worked following the reviews and information sharing with the Association. Issues concerning overtime equalization, except for the covenants set out above, are grievable and may be submitted to the Labor/Management Forum as set out in this Agreement.

#### **Section 7.I. Call-Back & Call-In**

**I.** Any employee recalled to the University to do overtime work after having completed their shift and after having physically departed from the University, shall be paid a minimum of four (4) hours of overtime whether or not the employee is required to work the full four (4) hours. The University will not manufacture work in order to keep the employee the entire four (4) hours but it may call-back or call-in an employee to handle multiple tasks which do result in up to four (4) full hours of work.

**II.** If an employee is contacted no more than an hour and one-half (1½) before the start of his/her shift and asked to report one hour (1) or less early, this will constitute regular overtime for the time worked and will not constitute call-back or call-in.

**III.** Employees will cooperate with the University in responding to call-back or call-in to work directives. Subject to the right of the University to require call-back and call-in of employees without restrictions in the event of an emergency and otherwise first on a qualified volunteer basis, and failing adequate response on a demand basis from least senior to most senior bargaining unit employee, the University will not discipline employees for failing to respond to a call-back or call-in directive, due to reasonable grounds for having missed the call-back or call-in directive and/or extreme hardship in return to work as directed.

**IV.** If an employee is told to remain after his/her shift ends, or if he/she is told to report prior to the beginning of his/her next regular shift before he/she leaves for the day, this will not constitute call-back.

**V.** Employees who are called back to work, in accordance with this provision, should report within a reasonable time after being called (normally one (1) hour). However, this time shall reasonably be extended to take into account employees who live in excess of thirty (30) minutes from the University, as well as weather conditions at the time of call-back.

At the University's discretion, if an employee has not reported within a reasonable length of time, the University may prohibit such employee from beginning his/her call-back hours and request such person to return home without any compensation to such individual. Except as set

out in provision III. above, nothing herein prohibits the University from taking disciplinary action for a bargaining unit member's failure to report within a reasonable period of time when appropriately contacted by the University.

#### **VI. After A Tour of Duty**

When a telephone call is made by or authorized by a supervisor to an employee during periods the employee is not on work time, the employee will be paid his/her overtime rate, which shall not be considered as overtime for purposes of overtime equalization among members of the bargaining unit, subject to the following criteria:

**A.** The call is made outside the employee's normal working hours (before or after a scheduled tour, on a non-scheduled day, or on an excused holiday), and

**B.** The employee is expected to use his/her job knowledge and skill as the reason for the call.

**C.** The pay will be rounded up to the nearest one (1) hour of telephone discussion at the time and one-half (1½) rate of the employee's pay.

#### **Section 7.J. Performance Evaluations**

**I.** The University and the Association agree that the job performance of each employee will be reviewed once per year by the employee's supervisor.

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

**III.** After the written evaluation has been reviewed by the department head, the supervisor and employee should meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals in writing for the period ahead. Prior to the meeting, the employee shall receive a copy of the evaluation. The employee should be given the opportunity to examine the written evaluation and make written comments about any aspect of it. The employee and supervisor should then sign and date the evaluation and forward it to the Department of Human Resources for review and inclusion in the employee's personnel file. The evaluation shall not be altered, amended or modified after it has been presented to and signed by the employee.

**IV.** Grievances under this section shall not be subject to arbitration, provided that during the life of this Agreement, an employee may individually request in writing, the removal of any but the most current performance evaluation from his/her file.

**V.** Annually, non-probationary members of the bargaining unit will be provided an opportunity, on a voluntary basis, to respond to a University provided evaluation instrument, in

accordance with directions provided by the University. This opportunity will be provided for the express purpose of meaningful commentary concerning an important aspect of supervisory performance as it relates to or affects members of the bargaining unit. This instrument will not be anonymous and any anonymous instruments turned in will be disregarded and discarded.

**A.** Upon completion the instrument will be returned to the Executive Vice President for Finance & Administration.

**B.** Employees will identify their evaluations using their Employee Identification number which will be provided to them in advance.

## **ARTICLE VIII SUBCONTRACTING**

**I.** The University shall have the right to subcontract. Except in the case of an immediate need to subcontract, as determined by the University (based upon an emergency or its determination that it is necessary to begin to perform actual work best suited to subcontracting within a thirty (30) day period of time or less), the University will first notify the Association in writing, signed by a formal designee of the University, of its intent to subcontract and provide the Association a reasonable opportunity to discuss more economical and/or greater quality services through special agreement, than any subcontract that is of the character and scope of work for which Association-represented employees regularly perform (or may be called upon to perform) as part of their job description. If the Association is interested in offering an alternative services contract for the work to be subcontracted, it must notify the University within three (3) business days of its receipt of notification of the University's intent to subcontract and University will then provide a brief description of the work to be subcontracted and the cost of or cost basis, if one exists, for the subcontract. Within one (1) week of receipt of the University's subcontracting outline, the Association may make an alternative proposal for University to consider. The decision to subcontract or accept any alternative proposal from the Association is at the complete discretion of the University. During the term of this Agreement, the University will not enter into any subcontracts which reduce or have the direct effect of reducing the current number of bargaining unit positions. In the event the Association alleges that the University has violated this provision, the matter may immediately be filed for arbitration in accordance with the grievance procedure set out in this Agreement. Pending arbitration, the University and the Association agree to meet to explore mutual resolution of the controversy.

**II.** The Association agrees that a subcontract, that is to be performed during the regularly scheduled hours of employees wishing to subcontract in replacement of their regular employment, is not a matter for arbitration hereunder.

**III.** The University and the Association agree that the subcontracting activity of the University will be a scheduled Labor/Management Forum agenda item during the term of this Agreement and either party to this Agreement may reopen negotiations on this ARTICLE VIII only on or after July 1, 2017.

**ARTICLE IX  
BENEFITS**

**Section 9.A. Family Leave Policy & Procedure**

The University has long recognized the importance of family issues as an integral component of a responsive human resource environment in which its employees will prosper. It has provided a number of benefits including leaves of absence for personal and family reasons. Additionally, both State and Federal government have determined to specifically legislate in this regard by affording unpaid leave to employees under certain specific circumstances. The result demands that University policies, State law and Federal law be properly recognized and promulgated in lawful, equitable and contemporary policy. The University therefore, certifies the following Family Leave Policy which incorporates, as appropriate (and shall be interpreted consistent with), the University's other standing leave policies:

**I. Available Leave**

Under prescribed parameters as set out hereafter, an eligible employee may take a leave of absence from employment for up to twelve (12) weeks during a defined twelve (12) month period for any one of the following in I.A. through E. below; an eligible employee may take a leave of absence from employment for up to 26 weeks during a defined twelve (12) month period to care for a servicemember as indicated in I.F. below:

**A.** Birth and child care of an employee's biological child during the child's first year of life.

**B.** Adoption or foster care placement and care for the infant/child in his/her first year following adoption or foster care placement.

**C.** Serious illness or health-related, disabling condition of spouse, child(ren) or parent.

**D.** Serious illness or health-related, work disabling condition of the employee.

**E.** Qualifying exigency arising out of the fact that the spouse, child(ren), or parent of an employee is a (i) servicemember who is on active duty, or notified of an impending call or order to active duty as a member of the Reserves or National Guard in support of a contingency operation; or (ii) servicemember who is on active duty in a foreign country or called to active duty in a foreign country as a member of the Armed Forces.

**F.** Serious illness or injury of a covered servicemember on active duty in the Armed Forces who is a spouse, child(ren), parent or next of kin of an employee.

An eligible employee may extend the twelve (12) week period to one (1) qualifying thirteen (13) consecutive week period during alternate calendar years and/or may qualify for an additional

thirteen (13) consecutive week leave in the same year as the up to twelve (12) week leave. (See provision II.A.1. below)

An employee, in addition to the leaves described above, may take up to ten (10) hours of leave during a defined twelve (12) month period to attend bona fide school-related activities, for their biological, adopted or foster care child or otherwise legal ward, upon at least twenty-four (24) hours' notice of the need for leave. This leave is unpaid but an employee's accrued vacation leave may be used to supplement part or all of the leave on an hour for hour basis at the employee's discretion.

## **II. Leave Limitations**

**A.** Leave under provisions I. A., B., C. and D. and E. above qualify for leave up to twelve (12) weeks alone or in combination with each other during each defined twelve (12) month period set out below and also qualify for the alternate year extension from twelve (12) to thirteen (13) weeks if the thirteen (13) weeks are consecutive. Leave under provision I.F. above qualifies for leave up to twenty-six (26) weeks alone or in combination with I.A., B., C., D., and E. during each defined twelve (12) month period set out below.

**1.** All other qualifying conditions being met, an employee may be able to take both up to a twelve (12) week leave under this policy and governing law and a thirteen (13) consecutive week leave within the same year if the up to twelve (12) week leave is for any reason other than to care for parents-in-law and an employee otherwise qualifies for a thirteen (13) consecutive week leave to care for a parent-in-law under provision I.C. above.

**B.** While the University may, at its complete discretion, or under other express, governing policies of employment, authorize leaves of absence, either of greater duration or for other purposes, the foregoing represents the maximum amount of leave, either alone or in combination, under this policy and governing State and Federal law.

**C.** For leaves taken pursuant to provision I. A. or B. above, the maximum twelve (12) week period must commence prior to the child's first year following birth (I. A.) or prior to the first anniversary date of an adoption or foster care placement (I. B.).

**D.** The twelve (12) week period amounts to sixty (60) work days that may be taken as set out in II.F. below.

**E.** The twenty-six week period amounts to one hundred thirty (130) work days that may be taken as set out in II.F. below.

**F.** The twelve (12) week leave or twenty-six (26) week leave may be taken on a consecutive week, intermittent weeks or reduced-time basis as follows:

**1.** Intermittent leave consists of at least one (1) week intervals that are not necessarily consecutive, and within the twelve (12) month period. Intermittent leave may only

be scheduled and taken with the consent of the University, when invoking leave under provisions I. A. or B. above.

2. Reduced-time leave consists of a work reporting schedule that allows a shortened work day or shortened work week. Reduced-time leave may only be scheduled and taken with the consent of University when invoking provisions I. A. or B. above. An employee on reduced-time leave may, at the discretion of the University, be transferred for the term of leave, to another position of equivalent pay and benefits that better accommodates the University. Leave under this provision shall be accounted for and charged on an hour for hour basis.

3. Requests for reduced-time leave or intermittent leave under provisions I. A. and/or B. above, shall be forwarded to the Department of Human Resources for a case by case review and determination following consultation with the department head or other appropriate supervisor of the applicant.

4. All leaves, for all reasons, are predicated upon the employee providing the University as much notice as possible. Absent extraordinary circumstances, at least fifteen (15) days advance notice of leave is required. Failure to provide such notice except where appropriately waived, may result in a delay in commencement of leave at the University's discretion, if otherwise entitled, for the requisite fifteen (15) day period.

### **III. Leave Validation**

Each leave, as set out in provision I. above, is subject to the prerequisite validation as follows:

A. Both provision I. A. and B. leaves must be validated, at the University's request, as to the enabling facts of the leave. For example, it must be established by the applicant for leave hereunder that he/she is the parent, within the express meaning of that term as hereinafter defined.

B. Leave, under provision I. C. & I. F. above, must be validated by a written certification from a qualified, licensed, health care provider, that the employee is needed and able to provide care directly related to and on account of an acutely or chronically debilitating health condition requiring hospitalization and/or continuing licensed health provider intervention and treatment. The certification must also specify the debilitating condition and the prognosis for abatement or recovery with medical opinion as to time anticipated for abatement or recovery. Finally, upon request by the University, the employee must validate, through reasonable means, the enabling family relationship. Nothing herein relieves an employee of the responsibility to provide certification(s) in accordance with this policy.

C. Leave, under provision I. D. above, must be validated by a written certification of expert opinion by a qualified, licensed, health care provider, describing, with reasonable specificity, the debilitating illness or other work debilitating health related condition as well as its disabling onset, affect and anticipated duration.

1087           **D.**       Leave, under provision I. E., must be supported by a certification issued at such  
1088 time and such manner as the Secretary of Labor may, by regulation, prescribe. If the Secretary  
1089 issues a regulation requiring such certification, the employee shall provide, in a timely manner, a  
1090 copy of such certification to the University.

1091  
1092           **E.**       Leave under any and all enabling provisions set out above, must be requested and  
1093 validated as set out herein for thirteen (13) consecutive weeks to enable the additional week  
1094 leave in alternate years.

1095  
1096           **F.**       Under leave enabling provisions I. C. and D. above, when the University  
1097 reasonably believes a submitted certification is suspect, it may require a second opinion from a  
1098 licensed health care provider who is qualified in the field of the contended disability/illness. An  
1099 opinion concurring with the employee's submitted validation shall result in leave validation. An  
1100 opinion dissenting from the employee's submitted validation shall result in referral, as set out  
1101 hereunder, to a third, independent health care provider, qualified in the field of the contended  
1102 disability/illness, for final, binding opinion either validating or invalidating the leave.

1103  
1104               **1.**       Referral for a third, binding health care professional's opinion shall be by  
1105 agreement of the employee-selected health care provider and the University-selected health care  
1106 provider. Failing agreement, referral shall be by agreement of the employee and the University.  
1107 Failing secondary agreement, referral shall be made by the University.

1108  
1109               **2.**       Both second and third health care provider's opinions shall be arranged  
1110 and paid for by the University.

1111  
1112               **3.**       The University will provide employees who submit incomplete or  
1113 insufficient certifications with seven calendar days to cure the deficiencies. The University will  
1114 identify, in writing, the specific information needed to make the certification complete and  
1115 sufficient. The University may deny Family Leave to employees who fail to cure.

1116  
1117           **G.**       While an employee is on family leave, pursuant to provisions I.C., D., or F.  
1118 above, the University may request and is then entitled to periodic formal updates or re-  
1119 certifications as appropriate to the original certification parameters. The University-imposed  
1120 requirement for update or recertification hereunder shall not be unreasonably applied, and the  
1121 University will consider, in good faith, the necessity and frequency of the update or revalidation,  
1122 unique to each individual leave, based upon the nature and parameters of the original  
1123 certification and any factual change in individual circumstance.

1124  
1125           **H.**       Prior to an employee's return to the University from leave provided pursuant to  
1126 provision I. D. above, the University may request and receive health care provided certification  
1127 that the employee on leave is no longer work disabled from the originally certified health  
1128 condition and can return to the workplace as sufficiently recovered, to perform the regular,  
1129 necessary functions of the job. The University will cooperate fully with the health care provider  
1130 in making this assessment by providing, if necessary, a position description and/or thorough  
1131 discussion of the dimensions of the position not easily gleaned from such position description.

I. All medical records provided in accordance with policy and consistent with law shall remain confidential with the University, and within the University, shall remain disclosable only to the Department of Human Resources or those employees of the University with a need to know the certified rationale, including by way of illustration, the President, Chief Human Resources Officer, Vice President for Finance & Administration and the Office of General Counsel or their express designee(s). The employee may choose to disclose the health condition diagnosis to his/her immediate supervisor or others, in which case the legal confidentiality of the information is waived with respect to such agents to which such information is disclosed or to which disclosure is reasonably to be anticipated by the employee's disclosure.

#### IV. Leave Prerequisites

##### A. Prerequisite to the Twelve (12) Week Family Leave and/or Twenty-Six (26) Week Family Leave

1. An employee must have worked for the University at least one (1) year (365 days) prior to commencement of leave. However, the time need not be consecutive nor need it be full-time.

2. An employee must have worked a minimum of one thousand two hundred fifty (1,250) hours in the year (12 consecutive months) immediately preceding the leave for any and all leaves under provision I., above.

3. The hours prerequisites set out above refer to actual hours worked at the University and do not refer to excused or unexcused absences.

##### B. Prerequisite to the Thirteen (13) Consecutive Week Leave

1. An employee must have been employed by the University for twelve (12) consecutive months in at least a thirty (30) hour per week position prior to the leave. Therefore, the employee requesting leave must have actually worked (or received University authorized and University paid leave from work) for one thousand five hundred sixty (1,560) hours as prerequisite for the leave. This does not include time on Workers' Compensation or Rhode Island TDI or either Short or Long Term Disability.

2. The thirteen (13) week leave will then be available after the passing of at least another full year consisting of one thousand five hundred and sixty (1,560) hours of work as set out in provision B.1. immediately above.

#### V. Leave Year

The University will calculate available leave by the "rolling" method. This means that when requesting otherwise available leave under this policy, the University will calculate the amount of leave used within the immediately preceding twelve (12) months of employment and subtract that number from the total number of days equal to twelve (12) work weeks (60 days) or twenty

six (26) work weeks (130 days) or thirteen (13) consecutive work weeks in alternate years where a thirteen (13) consecutive week leave may be invoked.

## **VI. Leave Entitlements**

### **A. Compensation:** Family leave is, of itself, an unpaid leave.

1. For leave under provisions I.C., D. and F. above, an employee may, at their election, charge sick leave to remain paid during family leave until their sick leave is exhausted or take the leave as unpaid, conserving their accrued sick leave for use at the conclusion of family leave or at other times. Additionally, all employees will be afforded an option to charge accrued vacation leave for the absence. For leave under provisions I.A., B., C., D., E. and F., an employee will be afforded an option to charge accrued vacation leave for the absence.

2. Charged vacation, or sick leave banked accruals will be taken in hour for hour increments of time taken to time charged for FLSA non-exempt employees. For FLSA exempt employees, the charge will be rounded to the nearest half day. (For example, a professional staff employee who takes four (4) full days and one six (6) hour day leave in one (1) week will be charged five (5) full days accrued as thirty-five (35) hours of banked time) but a professional staff employee who takes four (4) full days and one four and one-half (4½) hour day leave in one (1) week will be charged four and one half (4½) days accrued as thirty-one and one-half (31½) hours of banked time.

3. Elected or required utilization of paid vacation, or sick leave accruals does not extend family leave or otherwise modify those other leaves available to employees of the University.

**B. Health Benefits:** That health benefits coverage in effect and covering the employee immediately prior to leave shall be maintained throughout the period of family leave subject only to program participation and parameters alteration as appropriately negotiated and/or implemented, consistent with law.

**C. Other Benefits:** Other benefits available to employees on leave shall be governed by the provision applicable to the leave. If, for example, the employee is drawing paid sick leave while depleting Family Leave, the provisions of sick leave policy not inconsistent with this policy and law shall govern, while the provisions of unpaid leave policy that are not inconsistent with this policy and law shall govern an unpaid family leave.

**D. Reinstatement:** An employee ready and able to return to his/her position of employment immediately following exhaustion of family leave will be returned to his/her position, or, at the University's discretion, to an equivalent position with equivalent pay and benefits unless the employee would have been terminated in the absence of any leave (e.g., layoff, contractual non-reappointment, just cause independent of the leave or natural term expiration of a terminal or temporary position of employment).

1225 **VII. Definitions**

1226  
1227 **A. Child:** A child is the biological, adopted or formally placed, foster care child,  
1228 step child or legal ward of the employee requesting leave and under eighteen (18) years of age or  
1229 eighteen (18) years and over but certifiably incapable of self-care because of mental or physical  
1230 impairment.

1231  
1232 **B. Parent:** A parent is the biological or legally recognized parent of a child. For the  
1233 thirteen (13) week leave set out above and pursuant to provision I.C. above, a parent shall  
1234 include parents-in-law.

1235  
1236 **C. Spouse:** A spouse is the University-recognized, spousal partner of the employee  
1237 requesting leave, as defined by University policy and covered by University procured health  
1238 insurance carrier applicable to employee. Where spouses are both employees of the University,  
1239 leave under I.A. through I.F. above shall not exceed the maximum leave for one eligible  
1240 employee. Roger Williams University and Roger Williams University School of Law Benefits  
1241 Information Regarding Same-Sex Spouses & Domestic Partners is incorporated by reference  
1242 hereto in all respects as it affects eligible employee and those receiving the care of eligible  
1243 employees.

1244  
1245 **D. Serious illness or health related condition:** This is defined as an illness, injury,  
1246 physical or mental impairment or condition that involves a period of incapacity or treatment  
1247 following in-patient care in a hospital, hospice, nursing home or residential medical care facility;  
1248 and/or a period of incapacity requiring more than three (3) days' absence from work and  
1249 continuing treatment by a health care provider; and/or continuing out-patient treatment by a  
1250 health care provider for a chronic or long-term health condition that is so serious that, if not  
1251 treated would likely result in incapacity of more than three (3) days; and/or continuing treatment  
1252 by or under the supervision of a health care provider of a chronic or long-term condition or  
1253 disability that is incurable; or an injury or illness incurred by a member of the Armed Forces,  
1254 including a member of the National Guard or Reserves, in the line of duty on active duty (or  
1255 existed before the beginning of the member's active duty and was aggravated by service in the  
1256 line of duty on active duty in the Armed Forces) that may render the member medically unfit to  
1257 perform the duties of the member's office, grade, rank, or rating, or, in the case of a veteran, that  
1258 manifested itself before or after the member became a veteran.

1259  
1260 **E. Health Care Provider:** A "health care provider" is defined as any doctor of  
1261 medicine or osteopathy, podiatry, optometry, or psychiatry or any nurse practitioner, licensed  
1262 physician's assistant (authorized to render health care diagnoses and certification of the type and  
1263 character sought by employee and presented to University as enabling family leave in  
1264 accordance with this policy) or psychologist performing within the scope of their licensed  
1265 practice as defined under law.

1266  
1267 **F. Next of Kin:** A "next of kin" is the nearest blood relative of the employee.

1268  
1269 **G. Servicemember:** A "covered servicemember" is (i) a member of the Armed  
1270 Forces, including a member of the National Guard or Reserves, who is undergoing medical

treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; and (ii) a veteran (defined as a person who served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable) who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the five (5) year period preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

**1. Outpatient Status** – the term “outpatient status”, with respect to a covered servicemember, is the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

## **VIII. Jurisdiction**

This policy applies to all employees of the University and shall be administered consistent with other University policies, including collectively negotiated policies, and the law.

### **Section 9.B. Sick Leave**

#### **I. Interpretation**

Sick leave is a paid personal benefit that is accrued with active employment and shall be construed consistent with ARTICLE IX, 9.A., Family Leave. Under certain conditions as set out in ARTICLE IX, 9.A., Family Leave, both family leave and sick leave will be used simultaneously. Under other conditions, sick leave as set out herein, will be used and depleted separately from family leave eligibility and use. Finally, under certain conditions as set out under ARTICLE IX, 9.A., Family Leave, family leave is available for use but sick leave is not and will not be used. Any conflict which arises with family leave in administering this provision will be resolved by subjugating this provision to that of family leave.

#### **II. Accrual**

Sick Leave shall accrue at a rate of one and one-quarter (1.25) working days per calendar month. It shall be credited to employees on a biweekly basis from date of hire and may be used after the ninetieth (90<sup>th</sup>) day of probationary period. Accrual shall continue on a biweekly basis, for each month of active employment until the accrual cap is reached, at which time accrual stops until depleted through proper utilization.

##### **A. “Active employment” shall be defined as:**

**1.** Regularly working as assigned by University at University, or On University and Association bargained and University paid leave (sick, vacation, holiday), or

2. On Workers' Compensation for purposes of continuing sick leave accrual only.

B. Sick leave will not accrue during a period of employment except active employment.

### III. Utilization

A. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the attendance of the employee upon a member of the immediate family who is seriously ill, or whose spouse is hospitalized due to pregnancy. Employees shall notify their supervisor of sick leave utilization by first calling the supervisor as named by the Director of Facilities Management and if they neither reach them nor hear back within ninety (90) minutes after leaving a message, then by contacting the facilities sick line and leaving a message as to the reason and anticipated duration for the sick leave usage.

1. Seriously ill shall be defined herein to mean "suffering from a certifiably debilitating medical condition, significantly impairing one from performing the regular, necessary, daily function of living without significant, continued assistance from another."

B. An employee who has a work-disabling illness or injury may be assigned light duty, upon request, if in the sole judgment of the University (1) a likelihood of re-injury is not significant and (2) the work available for light duty is both needed by the University and paid at a level that is consistent with the work performed. Any light duty assignments will conform with all physical limitations.

C. Accumulated sick leave may be used to grieve the death and/or attend the funeral of the employee's immediate family; father, mother, spouse, child, foster child, grandparents, sister or brother of employee and relatives of employees residing in the same household as employee. Leave utilized for bereavement shall be limited to five (5) days per occurrence unless exception for extraordinary reason is made by and at the discretion of the University, through its Department of Human Resources.

D. Sick leave is accrued and will be charged by the half-hour.

E. There is no sick leave absent accrual. Therefore, an individual who has exhausted his/her sick leave is not entitled to a leave of absence except and only as set out by ARTICLE IX, 9.A., Family Leave, above.

### IV. Authorization & Validation

A. **Short-Term Leave:** Sick leave pursuant to this provision, of two (2) workweeks or less, is considered a short-term leave and shall be authorized and/or validated as follows:

1. **Anticipated Leave:** Any proper utilization of sick leave

1361 anticipated in advance must be requested as far in advance as practicable, and approved by the  
1362 employee's immediate supervisor prior utilization. Approval will not be unreasonably denied.  
1363 Examples of anticipated leave, by way of illustration but not limitation, include physician  
1364 appointments, dentist appointments, scheduled surgery and short-term care for an ill member of  
1365 the immediate family. Within a reasonable period of time following utilization of sick leave for  
1366 this purpose, the employee must validate the reason for scheduled leave by means of written  
1367 proof that the scheduled purpose for the sick leave did occur.  
1368

1369           **2.       Unanticipated Leave:** Utilization of sick leave that cannot be anticipated  
1370 in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to  
1371 the extent possible, within one-half (½) hour after the beginning of the employee's scheduled  
1372 workday, the employee's supervisor or by utilizing such method specifically directed by the  
1373 employee's supervisor to notify the University of unanticipated sick leave. If absent for three (3)  
1374 or more consecutive working days, the employee, upon request by University, must present,  
1375 reasonable evidence of the need enabling sick leave usage. By way of illustration but not  
1376 limitation, a statement from a licensed health care provider as defined in ARTICLE IX, 9.A.  
1377 Family Leave, validating the nature and duration of the work disabling event will suffice. An  
1378 employee who is absent for unanticipated sick leave for any and all periods totaling more than  
1379 ten (10) days in any fiscal year may be required to submit reasonable evidence of the need  
1380 enabling sick leave usage such as that provided by the example above. Sick leave taken for  
1381 purposes of bereavement, pursuant to provision 3.b. above, shall not be counted for purposes of  
1382 either the three (3) or ten (10) day validation requirement; however, bereavement utilization of  
1383 sick leave must, upon request, be validated through independent written documentation whether  
1384 anticipated or unanticipated.  
1385

1386 Upon receipt of a specific diagnostic statement from a physician describing a chronic,  
1387 debilitating illness of an employee, the three (3) and ten (10) day validation requirement shall be  
1388 waived as a matter of regular course. However, except as utilized pursuant to and in accordance  
1389 with a validated family leave as set out in ARTICLE IX, 9.A. Family Leave above, upon  
1390 reasonable suspicion of abuse or following fifteen (15) days usage of sick leave during a fiscal  
1391 year, the University, the Association and the employee shall meet for the purpose of either  
1392 investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary  
1393 action. In any event, an employee suffering from a certified, chronic illness, must at least once  
1394 every twelve (12) months provide the University with medical re-certification of the chronic  
1395 illness. Nothing herein shall be deemed; except as specifically stated; to limit management's  
1396 prerogative relative to operational determinations, including the right to terminate an employee  
1397 whose legitimate absenteeism exceeds available leave under policy and law.  
1398

1399           **B.       Long-Term Leave:** Sick leave, pursuant to this provision, of over two (2)  
1400 workweeks is considered a long-term leave and shall be authorized and/or validated as follows:  
1401

1402           **1.       Anticipated Leave:** An anticipated leave must be requested, approved  
1403 and supported, in advance of utilization, with medical documentation from the employee's  
1404 physician stating the following:  
1405

a. Nature of illness or injury preventing the employee from working and/or necessitating the absence.

b. Prognosis for recovery and anticipated date for return to work.

The University may, at its option and expense, direct and secure a second medical opinion from a University-selected physician and authorize or refuse the sick leave based thereon. During a leave secured pursuant to this provision, the employee may be required to submit periodic medical progress reports and verification or alteration of the originally anticipated return date secured from the attending physician. The University reserves the right, at its own expense, to direct and secure a second opinion from a University-selected physician during the long-term leave of absence and continue or reject authorization and utilization of paid sick leave based thereon.

No employee may return to active employment with the University unless and until a physician's specific prognosis of the employee's recovery from the disabling aspects of the paid illness or injury is certified by said physician, in writing.

**2. Unanticipated Leave:** While prior notification and approval may, in extraordinary circumstances, be impossible or impracticable for every circumstance and condition enabling long-term leave, the same procedures and reciprocal right of the University and the employee as outlined in provision IV.B.1 immediately above shall apply except that the notification to the University must be approved as soon as possible and to the extent possible no later than four (4) days following the occurrence of the enabling event. Approval for a long-term leave must then be secured through those procedures outlined in provision IV.B.1. immediately above.

## **V. Confidentiality of Records**

All medical reports and diagnoses provided pursuant to this ARTICLE shall remain confidential with the centralized Human Resource functions of the University, the Office of General Counsel and the President only.

## **VI. Sick Leave Bank**

**A.** A sick leave bank will be formed for the restricted purpose of diverting paid sick leave accruals from participating employees governed by the successor collective bargaining agreement referenced above, to employees suffering from a serious, medically diagnosed illness or injury that is either life threatening or totally disabling. The sick leave afforded may not be more, when coupled with other available benefits, than that necessary to provide the recipient with the equivalent of his/her regular salary.

**B.** Each employee may voluntarily contribute from their unused accrual within ten (10) days of July 1<sup>st</sup> of each year, five (5) days sick leave to the sick leave bank. Only employees who contribute to the sick leave bank are eligible to apply for benefits. The bank may be charged

for sick leave required, in case of an illness or accident described above, beyond the accumulated sick leave held by the involved applicant and such charge shall commence only after the employee applicant's individually accumulated sick leave has been exhausted. An employee recipient who has unused sick leave upon return to active status will have that donated sick leave returned to the bank.

**C.** The sick leave bank shall be administered by a committee consisting of four (4) members. Two (2) members shall be representatives of the employer, designated in writing by the employer. Two (2) members shall be members of the Association designated in writing by the Association. The committee shall determine individual eligibility for the use of the bank, consistent with the letter and spirit of this provision of the Agreement, the amount of leave to be granted up to a maximum of twelve (12) weeks, and its decision to allocate days shall require a majority vote. Decisions of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure.

**D.** Authorized drawdown of sick leave donated from the sick leave bank does not constitute active employment status triggering sick leave accrual.

## **Section 9.C. Court Required Service**

### **I. Jury Duty**

Jury Duty is an important civic duty respected by the University. An employee called to serve on a jury shall be released from duty to the University, without loss of regular pay, for that period of time actually required to serve. If and when excused from jury duty with more than one (1) hour remaining in an employee's workday, driving time to the University inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and time(s) shall be provided to the University upon request.

### **II. Witness/Party in University-Sanctioned Proceeding(s)**

Employees scheduled to appear as either a witness or a party before a judicial, administrative or legislative tribunal of competent jurisdiction, when such appearance is part of the University-sanctioned job function, shall be released from regular reporting to work without loss of regular pay, for that period of time actually required to serve. If and when excused from the University-sanctioned proceeding with more than one (1) hour remaining in an employee's regular workday, driving time to the University inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and time(s) shall be provided to the University upon request. Where an employee is directed or requested by University to participate in a proceeding, as outlined above, and only in that instance, that employee will be reimbursed for their additional travel beyond that required to and from work. Reimbursement will be in accordance with University policy and procedure for business-related travel.

### III. Subpoenaed Service

Employees required, by properly authorized subpoena, to appear before a judicial or administrative tribunal of competent jurisdiction as a non-party witness in which they have no pecuniary or proprietary interest shall be released with pay from duty to the University for that period of time actually required to appear and remain. Released employees called as non-hostile witnesses in a civil or administrative action must make application to the Department of Human Resources for consideration as to whether to allow paid release. Properly released, subpoenaed appearance is otherwise considered as unpaid release by operation of this policy. If and when excused from subpoenaed duty with more than one (1) hour remaining in an employee's regular workday, driving time to the University inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and time(s) shall be provided to the University upon request.

### Section 9.D. Vacation

Vacation is a benefit of employment, which may be utilized in accordance with the following terms:

I. Vacation is a paid release from reporting to work that is not an unqualified right and therefore must be requested, by an employee, in advance of use and must be agreeable to the employee's supervisor. Vacation should be asked for and granted, specifically considering an employee's primary workload, available workforce and financial implications. Vacations, therefore, may neither be unilaterally invoked by employees nor arbitrarily nor capriciously denied by the University, through its supervising agents. Prudent planning is expected both of employees and supervisory management. The University will respond to requests for vacation leave within ten (10) working days of receiving requests.

II. Vacation eligibility will accrue on a biweekly basis to employees for use, as set out above, in accordance with the following standards and schedule:

(Accrual schedule below is based upon a 40-hour workweek schedule. MBUs scheduled for less than 40 weekly hours will accrue on a pro-rated basis.)

#### A. Accrual Schedule:

| Length of Continuous University Service         | Bi-Weekly Accrual | Annual Benefit      | Maximum Accrual |
|-------------------------------------------------|-------------------|---------------------|-----------------|
| Hire through 4 <sup>th</sup> month of service*  | 0 days            | N/A                 | 0 days          |
| 5 <sup>th</sup> month through 1 yr. of service  | 3.6293 hours      | 12 days (8 accrued) | 8 days          |
| 2 <sup>nd</sup> year through 4 yrs. of service  | 4.0000 hours      | 13 days             | 19.5 days       |
| 5 <sup>th</sup> year through 14 yrs. of service | 6.1538 hours      | 20 days             | 30 days         |
| 15 yrs. of service and thereafter               | 7.6923            | 25 days             | 37.5 days       |

\*Part-time MBUs will begin to accrue on the 151<sup>st</sup> day of service at a pro-rata basis.

**B. Vacation Cap & Accrual Standards**

Subject to provision C. below, vacation accrual is capped at one and a half times (1.5%) of the annual benefit. Once the cap is reached, accrual stops until vacation utilization reduces the capped accrual at which time accrual, as set out above, starts anew. This accrual standard is based on a continual monthly accounting. There is no July 1<sup>st</sup> granting of the annual benefit.

Vacation accrual ceases both upon reaching the one and a half times (1.5%) the annual benefit cap and when an employee is in any authorized, unpaid leave status. Any and all unauthorized leave from reporting to work constitutes job abandonment, resulting in immediate capping of vacation accrual and termination of employment as set out under ARTICLE V herein.

Active Status shall be defined as:

1. Regularly working as assigned by University at University, or
2. On University and Association bargained and University paid leave (sick, vacation, holiday).

**C. Incentive-Based Vacation**

Any employee who uses less than five (5) sick days in any year of this Agreement will have, as of the first pay period in the following July, one (1) extra day of vacation added to their accrued vacation. This will occur even if the capped accrual is at the maximum accrual under this Agreement.

**D. Payout of Vacation Accrual**

Upon separation from employment, an employee's accrued and unused vacation shall immediately cap at the salary rate of the employee at the time of separation and shall be paid out to employee within two (2) full pay periods following the pay period in which the separation occurs. Payouts shall be limited to one and a half times (1.5%) the annual benefit as defined in provision II.B. or II.C. above, as appropriate.

**E. Additional Considerations**

When utilization considerations, as set out above, make it necessary, in the judgment of University management, to deny competing requests for vacation, requests that have been submitted three months or more in advance of the vacation leave sought shall be granted over those submitted less than three months in advance. In cases of competing requests both of which are submitted three or more months in advance, seniority will govern as the deciding factor.

Vacation accruals of all members of the bargaining unit will be made available to the Association on a quarterly basis, starting in January 2006 and thereafter each April, July, October and January through the term of this Agreement. If and when University gains the capacity to so provide, MBUs shall receive a biweekly accounting of all accumulated vacation and sick leave on their paycheck. Until such time as University provides the above described

biweekly accounting of all accumulated vacation and sick leave accruals, individuals may verify their vacation and sick leave accruals by contacting the Payroll Department or checking their online time card record.

## **Section 9.E. Bereavement Leave**

### **I. Immediate Family**

A maximum of five (5) days paid leave shall be granted a non-probationary employee upon the death of the employee's spouse, child, parent or sibling.

### **II. Extended Family**

A maximum of three (3) days paid leave shall be granted a non-probationary employee upon the death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, grandparent or "other person", living in a familial relationship, in the employee's household and not paying rent to or on behalf of employee for at least nine (9) continuous months preceding the death. The "other person" must be registered with the University's Department of Human Resources (HR) for at least nine (9) continuous months preceding and at the time of death, on a form as determined by HR, certifying the familial, household living arrangement.

### **III. Purpose**

The leave is exclusively to mourn, attend a funeral, burial or other similar grieving ceremony and to comfort others in a time of personal loss. Therefore, the employee utilizing bereavement leave may be required, at the University's discretion, to validate the death and preparation and/or attendance at a grieving ceremony and/or visitation with others, grieving the loss in a manner reasonable under the circumstances.

### **IV. Additional Considerations**

**A.** In the event of a common disaster, the paid days are not multiplied; however please see Section 9.B. Sick Leave and Section 9.I. Extraordinary Leave.

**B.** In the event, and exclusive of Section 9.B. Sick Leave utilization, the number of paid leave days reaches fifteen (15) in any given year, the remaining leave authorized hereunder will be unpaid.

## **Section 9.F. Workers' Compensation**

### **I. Regulation**

All employees are protected under Workers' Compensation Law in case of on-the-job injuries. All such injuries, however minor, will be reported by the employee as soon as possible, to both the University-designated official and to the employee's immediate supervisor who, in turn, will fill out an official report and forward it to the Department of Human Resources. All employees

injured on the job must document the facts leading up to and surrounding the injury as well as the nature of any on-the-job injury. If the University provides a form on which to detail the injury, that form must be used and filled out completely.

## **II. Monetary Consideration**

Providing the employee on Workers' Compensation endorses checks as payable to the University and gives the University all the checks received from Workers' Compensation, the University shall provide the employee with his regular, normal paycheck for the period of time that accrued sick leave; as applied to the differential between regular salary and Workers' Compensation; is available but not to exceed three (3) calendar months, during which the employee receives Workers' Compensation payments. In all other circumstances, the employee on Workers' Compensation shall receive that payment to which they are entitled by law in accordance with regulation and accompanying procedure in effect at the time of eligibility for Workers' Compensation.

## **III. Accruals While on Workers' Compensation**

For purposes on continuing accruals of paid time off from work, in accordance with this Agreement, "Active Status" shall be defined as:

**A.** SEE ARTICLE IX, Section 9.B. Sick Leave, II.A.3, for sick leave accrual only.

**B.** For purposes of both vacation accrual and holiday pay, active status is halted while an employee is drawing Workers' Compensation.

## **Section 9.G. Military Leave**

**I.** Leave for extended military service will be granted in accordance with the requirements of state and federal law and the reemployment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the re-employment.

**II.** Whether or not required by applicable law, the University will continue to provide health and dental benefits to full-time employees, called to military duty, for thirty (30) days following the employee's departure for military service and tuition remission benefits for the duration of mandatory military duty on the same terms as existed prior to the commencement of required military service. In the event said employee does not return to his/her prior employment at the University upon completion of military duty, said employee, spouse, or dependent are responsible for repayment of all expenses related to tuition remission benefits undertaken during the military duty. The foregoing shall not apply in instances where the MBU is unable to return to prior employment due to death or work incapacitating service injury; in such circumstances, the prevailing rules concerning tuition remission forgiveness (Section 9.S) shall apply.

**III.** For purposes of this provision's extended benefits coverage, military service includes active service including "reserve duty", in all formal branches of the United States Armed Services; Army, Navy, Marines, Air Force, National Guard and Coast Guard.

## **Section 9.H. Holidays**

The following days are recognized as paid holidays from regular work reporting:

### **I. Holidays Observed**

Independence Day (July 4)  
Labor Day (1<sup>st</sup> Monday in September)  
Veterans' Day (November 11)  
Thanksgiving Weekend (4<sup>th</sup> Wednesday, Thursday and Friday in November)  
Christmas Eve (December 24)  
Christmas Day (December 25)  
New Year's Eve (December 31)  
New Year's Day (January 1)  
Martin Luther King Day (3<sup>rd</sup> Monday in January)  
Presidents' Day (3<sup>rd</sup> Monday in February)  
Good Friday  
Memorial Day (last Monday in May)  
Juneteenth (June 19)

### **II. Eligibility Requirements**

All non-probationary employees are eligible to receive holiday pay if the employees are in active status with or on paid leave from the University on the day immediately preceding the holiday. (Holiday pay for permanent part-time employees is pro-rated).

### **III. Holiday Within a Vacation Period**

Should a holiday occur during an employee's vacation period, an additional day of vacation will be allowed at another time in accordance with Section 9.D. Vacation.

### **IV. Work on a Holiday**

All hourly employees who are required to work on a holiday will receive pay at the rate of one and one-half (1½) times the normal rate for the actual hours worked in addition to the normal holiday pay.

**V.** Employees whose scheduled work includes Saturday and/or Sunday will celebrate those days as recognized holidays when a holiday, recognized as such by this Agreement, falls on either or both of those days. Accordingly, if called into work on those days, employees will receive premium pay for the time worked. However, work performed on an alternative University designated holiday, that is on a regular work day for an employee will not result in any premium pay and is not at the discretion of such employee not to report to work on a straight-time pay basis.

## **Section 9.I. Extraordinary Leave**

Except for those express, paid or unpaid leaves provided for elsewhere in this Agreement by specific provision, any and all leaves of absence may only be afforded under extraordinary circumstances and in the sole discretion of the University, as formally approved by the Chief Human Resources Officer of the University. Terms of any such leave shall be entirely set out by the University.

### **I. Procedure**

**A.** Any and all requests for leaves of absence under this provision must be made in writing, with specific statement of need for leave, as far in advance of the desired leave as possible. Application for leave must be submitted to the employee's immediate supervisor, except in such cases where the specific statement of need recites a personal, medical or other extraordinarily confidential basis, in which case the full application shall be submitted to the Department of Human Resources with notice to the immediate supervisor that a request has been made for the duration stated on the application.

**B.** Approval, denial or modified approval of the requested leave shall be provided in writing promptly by the University.

**C.** Administration of this provisional leave is grievable only on the limited basis that the University held no rational basis to deny the requested leave. Problems arising out of the administration of this provision may be referred to the formal Labor/Management Forum for discussion and attempted resolution.

### **II. Reinstatement**

**A.** Should the University reasonably determine that an employee's return to work might jeopardize their health or safety or that of the University's students or other employees, the University may require a written medical, psychological or other licensed professional's certification, appropriate under the circumstances, attesting to the employee's fitness to return to work, as a prerequisite to such return. The University may, upon reasonable evidence of such jeopardy, require examination and certification for return to work by a physician or other appropriate health services professional of its choosing.

**B.** Terms of reinstatement, if and when reinstatement from an extraordinary leave is a University-granted provision of the leave, shall be as set out by the University at the outset of the leave.

**C.** Accepting a position with another employer, while on extraordinary leave, except as may be expressly understood and committed to writing, as part of the reason for the leave and approved by the University in advance, will result in both forfeiture of the leave and all benefits derived therefrom or maintained during said leave as well as immediate termination of University employment.

**Section 9.J. Leave for Association Activity**

**I. Short-Term Leave**

The University agrees to provide time off without loss of pay for delegates of the Association to attend Association conventions, conferences or educational programs, provided both that the absence will not interfere with the University's operations under the jurisdiction of this Agreement and that the total amount of time without loss of pay, during the period of this Agreement, shall not exceed a total of ten (10) days during each year of this Agreement.

The Association shall request, in writing, approval from the Office of General Counsel to use such leave. Such request shall be made, in writing, no less than two (2) weeks in advance by the Association, specifying the type of Association activity for which time off is sought, the individual(s) to be granted the time off and the maximum amount of time to be utilized.

**II. Leave to Work for the Association:**

If a requested leave of absence for one (1) year or less, of an employee of the University does not interfere with operations covered by this Agreement as determined in the sole discretion of the University, the University shall grant an unpaid leave, without benefits of any kind, to one (1) and only one (1) employee covered by the terms of this Agreement to work for Association on Association business, which may not include work on any matter in which the University is an adversary or which may reasonably be construed as bringing disrepute upon the University. An employee granted leave hereunder shall neither accrue seniority nor shall the time away from the University inure to employee's benefit as to terms and conditions of employment covered by this Agreement. The Association agrees, without contest, to approve the University's discretion to effect a layoff of the least senior individual in the job classification of the employee returning to the University, among the University's options upon the employee's return to work. There may only be one such leave during the term of this Agreement.

**Section 9.K. Absence Without Leave**

To remain in employment status and, therefore, retain a right to employment subject to the terms and conditions of this Agreement, an employee must be in active status, regularly reporting to work as scheduled or be on a formal, specifically identified leave of absence as set out herein. Except as incorrectly placed in inactive employment status, failing active or specifically authorized inactive status as set out by the leave of absence provisions of the Agreement, an employee has constructively resigned his/her employment with the University and accordingly is terminated. Nothing under this provision alone shall operate to prejudice a former employee in good standing from applying for employment openings as they arise from time to time at the University. Nothing herein shall preclude the Association from grieving/arbitrating in accordance with ARTICLE V, DISPUTE RESOLUTION AND DISCIPLINE, the facts founded by University in administering this provision.

**Section 9.L. Health Insurance**

During the term of this Agreement, the University will provide medical and dental care insurance coverage (Health Care) for each member of the bargaining unit as follows:

**I. Medical & Dental Care Options:** Employees, in accordance with procedures identified by the University, may select either Plan A. (Blue Chip), Plan B (HealthMate), or Plan C (Blue Choice) and Delta Dental for their dental coverage. The premium cost sharing for both medical and dental coverage will be the same percentage as that which the employee contributes to the medical plan they elect.

**A. Plan A, B and C**

**1. Employee Co-Shares**

Employees shall share in the premium cost to the University they elect for individual or family health insurance coverage as follows:

In Year 1 (from the effective date of this agreement through August 31, 2023), all MBUs will contribute 20% of the premium cost.

In Year 2 (from September 1, 2023 through August 31, 2024), all MBUs will contribute 21% of the premium cost.

In Year 3 (from September 1, 2024 through August 31, 2025), all MBUs will contribute 22% of the premium cost.

**2. Annual Deductible:** For Year 1 this Agreement, there will be an annual, employee-paid deductible of five hundred fifty dollars (\$500) for individual coverage and seven hundred fifty dollars (\$750) for family coverage. For Years 2 and 3 of this Agreement, there will be an annual, employee-paid deductible of seven hundred fifty dollars (\$750) for individual coverage and one thousand five hundred dollars (\$1500) for family coverage.

**3. Employee Co-Pays:**

For a summary of medical insurance co-pays, please see attached Appendix C.

**B. Wellness Credit**

The University will establish a participatory wellness incentive program, the details of which shall, after notice to and consultation with the Association, be published annually to all MBUs. Those MBUs who, on an annual basis (i.e., in a given contract year), meet the requirements of the wellness incentive program in that given contract year shall be entitled to a credit representing a percentage of the annual premium cost for the plan the employees selects. Such credit, which shall be paid in the form of a cash refund, will be in the amount of 4% for eligible individual coverage participants who meet program requirements or 3% for eligible family

coverage participants who meet program requirements. Such refund shall be payable after the conclusion of the fiscal year, but prior to October 1. Refunds paid to MBUs pursuant to this provision shall be subject to applicable withholdings as required by state and/or federal law.

The University is committed to taking reasonable measures to ensure that on-campus offerings associated with the wellness program are accessible and available to second and third shift employees who wish to participate. Upon request the university shall make a representative available to MBU's in need of assistance with accessing and utilizing the wellness program. Issues related to accessibility and availability of such offerings, as well as the overall administration of the wellness program, will be discussed on at least an annual basis at the parties' Labor Management forum.

## **II. Coverage Waiver**

**A.** For employees who choose to waive health insurance, the University will pay the lesser or the annual cost of individual health coverage or three thousand five hundred dollars (\$3,500) for each full year waived and payable upon the MBU's position anniversary date.

**B.** Employees may choose to waive dental insurance coverage alone in which case will be no charge to the employee for plan participation.

**III. Health Care Coverage, Carrier and Plan Structure:** The health plan coverage will remain substantially similar to that provided by University to employees as of July 1, 2015. The plan carrier and plan structure shall be at the discretion of University

**IV. Utilization of University Recreation Center:** Employees will, without charge, be afforded a two (2) hour period of time at least four (4) days per week to utilize the University Weight Training Center and a one (1) hour period of time at least one (1) day per week for use of the pool or racquetball or basketball courts at the University's direction.

Each employee must follow all directed protocols, respecting the time periods for free use or they will lose the privilege.

This benefit will extend for the entire term of the Agreement.

## **Section 9.M. Life Insurance**

The University agrees to provide, without cost, to each full-time bargaining unit member, fifty thousand dollars (\$50,000) worth of life insurance coverage during their employment with University.

## **Section 9.N. Retirement**

All full-time employees shall have the option to participate in the University's retirement program of choice, currently either TIAA or AIG Retirement Services, for the term of this Agreement. For those who choose to participate, an employee contribution, through payroll deduction, of five percent (5%) of salary shall be made to the select program fund. After two (2)

consecutive years of full-time employment (as defined by the terms of the retirement plan) with the University, the University will contribute funds equal to eight percent (8%) of the employee's salary. All contributions made by or on behalf of the employee in accordance with this provision will be immediately vested with the employee. Part-time employees who are considered eligible under the terms of the University-provided plan may participate in accordance with the terms of the plan, including contributions to the plan.

Should the University negotiate an Employer match of over eight percent (8%) during the term of this Agreement, with any other labor organization or any individual employee except the President of the University, the terms of that negotiated match over eight percent (8%) shall be made available to the employees governed by this Agreement. This covenant does not apply to any match extended or provided to tenured members of the University's faculty.

#### **Section 9.O. Short-Term Disability Insurance**

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

#### **Section 9.P. Long-Term Disability Insurance**

The University will continue to provide, for the term of this Agreement, at the University's expense, coverage for full-time employees under a disability insurance plan that is substantially similar to that provided as of the last bargaining unit contract.

#### **Section 9.Q. Business Travel Insurance**

Employees who leave the University premises under a directed business purpose, will be provided with the same or substantially similar supplemental business travel insurance protection as provided as of the last bargaining unit contract, as a supplement to Workers' Compensation Insurance provided pursuant to section 9.F. above.

#### **Section 9.R. Insurance Carrier**

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

**Section 9.S. Tuition Remission**

**I.** Full-time MBUs with six (6) months or more of continuous service may enroll, tuition-free in any undergraduate degree program on any permanent campus maintained and operated by the University, provided that attendance at such courses does not conflict with the MBU's normal work hours.

**II.** Spouses or dependent children of full-time MBUs may also apply, and if accepted, enroll tuition-free in any undergraduate degree program on any permanent campus maintained and operated by the University.

**A.** Dependent children shall be those natural, adopted or step-children of the MBU whom are either 23 or younger at the start of the semester in which enrolled or are living in the household of the MBU on a full-time basis and are legally dependent and declared as qualified by IRS regulations on the MBU's federal income tax return. Proof of dependency will be by submission, to the Department of Human Resources, in advance of request for tuition remission, of a true copy of either 1.) the dependent's birth certificate for a natural child, official adoption papers of a legally adopted child or both the birth certificate or official adoption papers and the appropriate marriage certificate between MBU and spouse for a step-child, or 2.) the MBU's most recent tax return and signed certification that the individual will be claimed as a dependent on the MBU's tax return during the entire academic year for which tuition remission is requested. If a dependent, as defined herein, ceases to be a dependent following the commencement of classes in any given academic semester, the dependent may finish the coursework and will be charged a prorated tuition based upon the period of dependency.

**B.** "*Any permanent campus maintained and operated by the University*" as set out in provisions I. and II. above, shall be defined as any location in which the University controls the utilization of the location, and is responsible for the maintenance, administration and delivery of both the program(s) of study and the operation in which the MBU seeks tuition remission under either provision a. or provision b. above, or both.

**III.** Acceptance into a course or undergraduate degree program is necessarily contingent upon availability of classroom space, and also upon University's assessment of the ability of the student to complete the course or program successfully. Failure of a course a second time will not be charged to the tuition remission benefit herein and will become the financial obligation of the MBU, spouse and/or dependent(s) who receive the second failing grade. Cost of books, supplies and fees are payable by the student.

**IV.** For University-authorized individual study courses, the employee shall pay forty percent (40%) of the tuition as set by University.

**V.** In the event that an MBU passes away while his/her spouse and/or dependent(s) are enrolled in a course of study and drawing tuition remission herein, the spouse and/or dependent(s) shall be eligible for continued tuition remission in accordance with this provision as follows:

**A. MBU's Years of Service & Tuition Remission Benefit**

1. 0 through 1<sup>st</sup> year: Spouse and/or dependent(s) may finish the semester in which enrolled tuition free.
2. 2<sup>nd</sup> through 4<sup>th</sup> year: Spouse and/or dependent(s) may finish the academic year in which enrolled tuition free.
3. 5<sup>th</sup> +: Spouse and/or dependent(s) may finish their respective undergraduate course of study.

This benefit assumes, in all cases, a four (4) year undergraduate course of study. No tuition remission hereunder is available for studies beyond four (4) years.

**ARTICLE X  
WAGES**

**I. SALARY PROGRAM**

A. Each position represented by the Association as recognized by this collective agreement, shall, subject to the caveats below, maintain the following base wage rate:

| <u>Position</u>                  | <u>Base Wage</u> |
|----------------------------------|------------------|
| 1. Transportation Shuttle Driver | 17.25            |
| 2. Custodian                     | 18.18            |
| 3. Maintenance Specialist        | 21.68            |
| 4. Groundskeeper I               | 23.77            |
| 5. Groundskeeper II              | 22.59            |
| 6. Building Maintenance          | 25.16            |
| 7. Mechanical Maintenance        | 25.16            |
| 8. Mechanic I                    | 25.91            |
| 9. Mechanic II                   | 25.91            |
| 10. Carpenter I                  | 26.85            |
| 11. Carpenter II                 | 25.91            |
| 12. Carpenter III                | 22.77            |
| 13. Electrician I                | 28.85            |
| 14. Electrician II               | 25.91            |
| 15. Electrician III              | 22.77            |
| 16. Energy Controls Tech. I      | 28.85            |
| 17. Energy Controls Tech. II     | 25.91            |
| 18. Energy Controls Tech. III    | 22.77            |
| 19. HVAC Technician I            | 28.85            |
| 20. HVAC Technician II           | 25.91            |
| 21. HVAC Technician III          | 22.77            |
| 22. Locksmith I                  | 26.85            |

|      |                            |       |
|------|----------------------------|-------|
| 2031 | 23. Locksmith II           | 25.91 |
| 2032 | 24. Locksmith III          | 22.77 |
| 2033 | 25. Plumber I              | 28.85 |
| 2034 | 26. Plumber II             | 25.91 |
| 2035 | 27. Plumber III            | 22.77 |
| 2036 | 28. Telecommunications I   | 26.85 |
| 2037 | 29. Telecommunications II  | 25.91 |
| 2038 | 30. Telecommunications III | 22.77 |
| 2039 |                            |       |

Further, the “sunset” provision (Paragraph 2) of the parties’ November 9, 2021 Memorandum of Agreement is null and void, and the wage rates assigned to the new hires and the incumbent Shuttle Drivers listed in that Memorandum of Agreement shall remain as specified therein upon the effective date of this Agreement.

#### **B. One-Time Salary Adjustment**

Any active incumbent MBU who does not receive a base hourly rate adjustment pursuant to subsection (A) above, shall receive a one-time annualized base salary adjustment, effective upon ratification by the bargaining unit, as follows:

FT: \$450.00; PT: \$250.00

*(This annualized base salary adjustment will be converted to an hourly rate adjustment in the following way:*

- *Dividing the annualized amount of \$450.00 by 2,080 annual hours for full time*
- *Dividing the annualized amount of \$250.00 by 1,300 annual hours for part-time*

*Then, this hourly increase will be added to the base hourly rate of eligible MBUs prior to the Year 1 GWI as set forth below)*

On annual basis, the base wage rates listed above shall be positively indexed by a measure equal to the respective annual general wage increases listed in Article X.I.D(2) and (3) below.

#### **C. Wage Increases**

- 1.) For each of the three (3) years of this Agreement the only increase in wages shall be as follows: through successful bidding into higher paying job classifications, and/or,
- 2.) through increase to the minimum hourly rates for all incumbent employees whose minimum salary rate is below the rate listed in Section I.A. above;
- 3.) through annual wage increases granted pursuant to Section I.D. below.

**D. Annual Wage Increases**

- 1.) Effective upon the date of ratification by the bargaining unit, there will be a two percent (2%) GWI for all active MBUs, (except those six (6) non-shuttle incumbent MBUs who received a positive adjustment due to increased base hourly rates).
- 2.) Effective September 1, 2023, each member of the bargaining unit shall be granted a base wage increase of two percent (2.25%) of their base hourly wage rate.
- 3.) Effective September 1, 2024, each member of the bargaining unit shall be granted a base wage increase of two and sixty-five percent (2.65%) of their base hourly wage rate.

**E. Shift Bonus:** Employees working a regular shift starting after 11:00AM shall receive a \$0.25 hourly differential pay. Employees working a regular shift starting after 10:00PM shall receive a \$0.45 hourly differential pay.

**ARTICLE XI  
MISCELLANEOUS**

**Section 11.A. Chief Steward**

The Association shall have a Chief Steward who shall have super seniority in his or her classification for purposes of layoff, provided he/she has the necessary skills and qualifications. The Chief Steward, wishing to confer with an employee on business of the Association represented bargaining unit during working hours shall make arrangements to do so with the Director of Facilities Management or his designee or his supervisor. The Chief Steward or his designee (in the absence of the Chief Steward and upon notification to the University in writing) shall be allowed, subject to prior arrangements with the Director of Facilities Management or his supervisor, without loss of his pay, a maximum of twelve (12) hours of regular working time per month excluding arbitration and/or Labor Board hearings to conduct bargaining unit business.

**Section 11.B. Payroll**

Payroll for members of the bargaining unit who work on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts shall be distributed on the Thursday before the Friday payday, provided no complications develop with University's bank processing of the University's payroll, or the cashing of payroll checks prior to the date on the check.

**Section 11. C. Gender Neutrality**

Whenever the masculine or feminine pronoun is used, it shall refer to either gender unless the context would otherwise require.

2121  
2122 **Section 11. D. Shuttle Drivers' Handbook**  
2123

2124 Appendix B, attached hereto and incorporated herein, is the governing Shuttle Drivers Handbook  
2125 and supplements the CBA concerning Shuttle Drivers' operations protocol and parameters.  
2126

2127  
2128 **ARTICLE XII**  
2129 **ENTIRE AGREEMENT & PAST PRACTICES**  
2130

2131 The terms and conditions of employment expressed herein constitute the entire agreement  
2132 between the Association and the University. Any and all amendments to this Agreement shall  
2133 only be binding upon the University and/or the Association if those amendments are in a written  
2134 document, duly signed by the University, through and only through its President or General  
2135 Counsel and by the Association, through and only through its duly authorized agent as registered  
2136 in writing with the University's Office of General Counsel. There are no "past practices" either  
2137 of binding or of persuasive authority; concerning this Agreement and concerning the governing  
2138 terms and conditions of employment of Association represented employees.  
2139

2140  
2141  
2142 **ARTICLE XIII**  
2143 **EFFECTIVE DATE AND DURATION OF AGREEMENT**

2144 Except as otherwise indicated, this Agreement shall become effective as of the date it is ratified  
2145 by both parties and shall continue in full force and effect until midnight on August 31, 2025 and  
2146 thereafter from year to year, unless at least sixty (60) days prior to its expiration date, either  
2147 Union or the University gives written notice by certified mail to the other that it desires to amend  
2148 or terminate the Agreement.  
2149

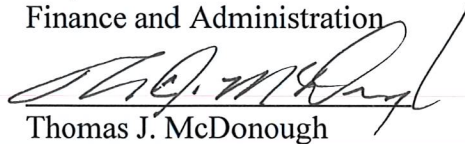
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2152 [SIGNATURES ON NEXT PAGE]

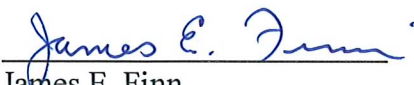
IN WITNESS WHEREOF, the parties hereto have set their hands and seals, each by its officers thereunto duly authorized, this 19<sup>th</sup> day of April, 2023.  
*December, 2022*

FOR THE UNIVERSITY

  
Joseph P. Sassi  
Office of General Counsel

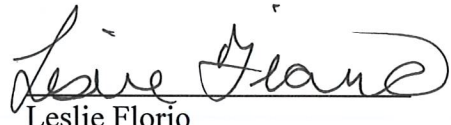
  
Marc A. Leonetti  
Executive Vice President for  
Finance and Administration

  
Thomas J. McDonough  
Assistant Vice President for  
Human Resources

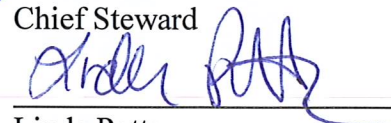
  
James E. Finn  
Director Facilities Management

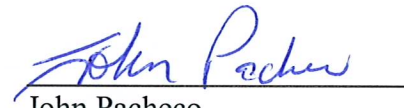
  
Gerard Keaveney  
Associate Director of Custodial  
Services and Special Events

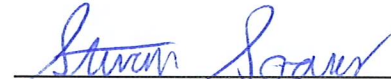
FOR THE ASSOCIATION

  
Leslie Florio  
Asst. Executive Director NEARI

  
Joseph Cruz  
Technician I  
Chief Steward

  
Linda Potts  
Maintenance Specialist

  
John Pacheco  
Locksmith

  
Steven Soares  
Maintenance Specialist

  
Kenneth Marshall  
Maintenance Specialist

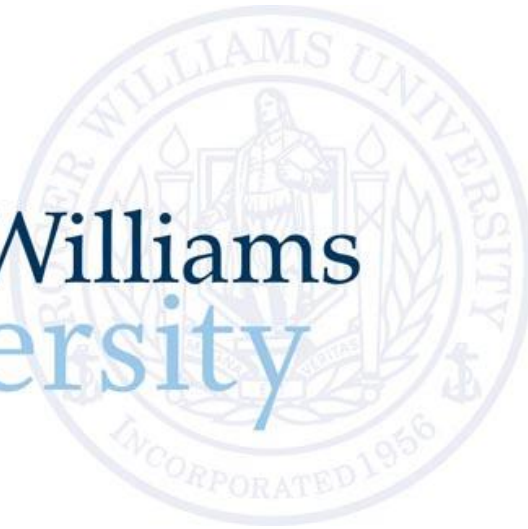
**APPENDIX A**  
**Roster of Positions\***

1. Custodian
2. Maintenance Specialist
3. Groundskeeper I
4. Groundskeeper II
5. Building Maintenance Person
6. Mechanical Maintenance Person
7. Journeyman Level Electrician
8. Master Level Electrician
9. Energy Controls Technician Apprentice
10. Energy Controls Technician Journeyman
11. Energy Controls Technician Master
12. Apprentice Locksmith
13. Journeyman Locksmith
14. Master Locksmith
15. Refrigeration/Appliance/HVAC Technician Apprentice
16. Refrigeration/Appliance/HVAC Technician Journeyman
17. Refrigeration/Appliance/HVAC Technician Master
18. Telecommunications Technician Apprentice
19. Telecommunications Technician Journeyman
20. Telecommunications Technician Master
21. Apprentice Plumber
22. Licensed Journeyman Plumber
23. Master Level Plumber
24. Apprentice Carpenter
25. Master Carpenter
26. Mechanic I
27. Mechanic II
28. Shuttle Driver

\*Complete, detailed position descriptions for all positions are available, and can be obtained, through the Roger Williams University Department of Human Resources.

## APPENDIX B

Roger Williams  
University



Shuttle Driver Handbook

## **Preface**

The purpose of this Handbook is to set consistent guidelines for all drivers to follow. The Roger Williams University shuttle service is designed to provide safe, courteous and on time transportation for the university community. Treating customers, colleagues, supervisors, the general public and the University with courtesy, honesty, respect and effective service is a continuing, basic condition of employment. For Off Campus residence hall transportation, the Shuttle Stop is located adjacent to Lot 16. For Inner Campus transportation, the Shuttle Stops are located at J-Lot/Parking Deck, Dining Commons and Stonewall/Willow.

## **Procedure**

### ***Requirement***

Shuttle drivers are hired based on his/her ability to operate commercial vehicles; specifically shuttles and other motor vehicles. He/she must demonstrate a high degree of responsibility and must be able to effectively communicate with others. Shuttle drivers are responsible for the safe operation of university vehicles for the purpose of transporting RWU students, faculty, staff, or visitors within and outside of the university community to designated locations. Shuttle drivers are subject to a background investigation which requires a satisfactory driving record; and are subject to random drug testing. Shuttle drivers must be courteous and friendly to passengers. It is imperative that he/she have a strong work ethic and is cognizant of time management. Shuttle drivers must be able to deliver firm commands to a passenger if safety is compromised. In the event of an incident on the shuttle, he/she is required to report any such infraction immediately to Public Safety dispatch. Shuttle drivers serve as representatives of the University and must display themselves as such. Conditions of employment as a shuttle driver include but are not limited to:

- CDL passenger endorsement license.
- Have up-to-date health card renewed every two years.
- Must be on-time for his/her shift
- Be drug/alcohol free when operating University vehicles. Driving under the influence or drug/alcohol is strictly prohibited.
- Take random drug testing when required and in accordance with law.
- No texting while driving
- No talking on cell phone while driving; to include hands-free devices except and only as formally and specifically authorized in writing by the University.
- Wear seatbelts in the manner that the vehicle manufacturer has installed them.
- Maintain a smoke free environment inside the shuttle
- Open toe shoes, sandals and or shoes without a back (clogs) are not permitted while operating the shuttle
- Shuttle Drivers should be neat and clean in appearance

- Inform the Public Safety Director or Associate Director of any secondary employment.
- Part time/on call drivers will be required to work days, nights, weekends and holidays to maintain active employment.
- Report any change in license status (loss of license, etc.) or conviction of any regulatory or criminal offense.
- Shuttles are to be operated in a safe and courteous manner.
- To chock vehicles that requires chocks.
- Report any accident or damage to a university vehicle or any other vehicle caused by our vehicle.
- If safety is compromised on the shuttle, a report must be made to Public Safety dispatch

### ***Policy and Procedure***

Shuttle drivers Operating a shuttle on Campus is to operate at the posted 15 MPH speed limit; stop for all pedestrians in crosswalks; stop at all stop signs and signals; and slow at speed bumps before proceeding over; when a large vehicle is approaching from the opposite direction on campus roads, the shuttle should pull to the right and stop until the vehicle has passed; shuttles will be parked legally at all times and are not to be parked in front or adjacent to the Public Safety, Facilities and Human Resource offices at any time.

It is the responsibility of the Shuttle Driver to be familiar with any and all motor vehicle laws of the State of Rhode Island and the State(s) in which a special detail is assigned, i.e., Logan Airport.

Shuttle drivers are required to memorialize the date, vehicle number and name on the tally sheet.

Before the drivers start the shuttle route, a pre-trip damage inspection of the shuttle will be completed. Drivers are required to clean his/her shuttle at least once prior to the end of their shift.

If it is necessary for drivers to leave the shuttle unattended, the shuttle will not be left running. The keys will be in the possession of shuttle drivers at all times.

Do not transport anyone who is not affiliated with RWU without prior approval of the Director or Associate Director of Public Safety. If you are unsure about whether or not someone is affiliated with the university, ask to see identification.

Drop passengers off at designated stops only.

Shuttle clocks will be synchronized with the clock at main shuttle stop.

Drivers are to operate shuttles according to the schedule and will not deviate from the scheduled route or times without prior approval of the Director or Associate Director.

Maintain neat stat sheets. Total each column at end of shift.

Fueling procedure: No shuttle will be left with less than  $\frac{1}{2}$  a tank of fuel; there are times when fueling is impracticable but should not become an accepted practice (when the tank is less than  $\frac{1}{2}$  full, authorization from the Director or Associate Director to leave unfueled is required); shuttle is not to be occupied or running when fueling; use only authorized credit cards for fueling, all slips other than printed from gas pumps are to bear the credit card information; all gas slips will have the driver's name, mileage and shuttle number.

- Notices are posted on “Read Public Safety Board” in the Break Room, they need be checked daily.
- Drivers must be able to park shuttle in required parking spaces.
- Drivers are expected to know and abide by RWU’s alcohol and drug policy.
- Alcohol is not allowed on shuttles for any reason.
- All passengers riding in the front passenger seat (alongside of driver) are to wear seatbelts.
- Exercise sound judgment when conditions require reduced speed.
- Mobile radios are to be turned on during a driver’s shift and proper radio procedures are to be followed at all times (no long conversations).
- Headlights will also be turned on during inclement weather.
- The shuttles will not operate with an overloaded capacity. If ridership dictates that the department has a need to increase services, the driver will communicate this information to a supervisor.
- Breaks will be taken in accordance with the shuttle driver’s specific schedule.

### ***Confidentiality***

The ability and commitment to overhear or oversee sensitive information and keep it confidential. Breach of confidential public safety information will result in immediate termination.

### ***Special Trips***

Special assignments will be placed on “READ” clipboard.

All Special trips unless informed by an instructor will not leave prior to scheduled departure time. A grace period of 15 minutes without instructors is allowed if the estimated number of passengers is not present. (This grace period will be reviewed for adjustment and notice thereof to shuttle driver periodically).

Special trip tally sheets (yellow) are to be filled out completely for all trips.

Special trips maybe be cancelled if there is less than (5) five passengers after contacting the Transportation Coordinator.

### ***Uniforms***

University supplied shirts will be worn with khaki or other preapproved slacks, dark socks and shoes when operating university shuttles unless otherwise approved in advanced by the University. Foul weather gear will also be provided. Uniform issue will be worn.

### ***Driver Discipline***

Failure to comply with the procedures in this policy will result in disciplinary action.

This Policy and Procedure as amended is adopted on \_\_\_\_\_, 2016.

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

Driver's Signature: \_\_\_\_\_

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

## APPENDIX C

### MEDICAL INSURANCE EMPLOYEE CO-PAYS

#### **Plan A – Blue Cross Blue Shield BlueCHip**

|                       |                         |
|-----------------------|-------------------------|
| Primary Care:         | \$0 PCMH, \$30 Non PCMH |
| Specialist:           | \$50                    |
| Urgent Care:          | \$50                    |
| Emergency Room:       | \$200                   |
| <u>Prescriptions:</u> |                         |
| Generic:              | \$7                     |
| Preferred:            | \$25                    |
| Non-Preferred:        | \$40                    |
| Specialty:            | \$65                    |

#### **Plan B – Blue Cross Blue Shield HealthMate**

|                       |       |
|-----------------------|-------|
| Primary Care:         | \$25  |
| Specialist:           | \$40  |
| Urgent Care:          | \$50  |
| Emergency Room:       | \$150 |
| <u>Prescriptions:</u> |       |
| Generic:              | \$7   |
| Preferred:            | \$25  |
| Non-Preferred:        | \$40  |
| Specialty:            | \$65  |

#### **Plan C – Blue Cross Blue Shield Blue Choice**

|                       |       |
|-----------------------|-------|
| Primary Care:         | \$30  |
| Specialist:           | \$50  |
| Urgent Care:          | \$50  |
| Emergency Room:       | \$200 |
| <u>Prescriptions:</u> |       |
| Generic:              | \$7   |
| Preferred:            | \$25  |
| Non-Preferred:        | \$40  |
| Specialty:            | \$65  |