

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

**2016-2020
CONTRACT
with the
BOARD OF TRUSTEES
of
ROGER WILLIAMS UNIVERSITY**

In

BRISTOL, RHODE ISLAND

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1
2
3 **AGREEMENT**

4 THIS AGREEMENT, entered into this ²⁰th day of ~~December~~, 2016 by and between ROGER
5 WILLIAMS UNIVERSITY, of the Town of Bristol and County of Bristol, State of Rhode
6 Island, hereinafter called the "University", and ROGER WILLIAMS UNIVERSITY
7 FACILITIES MANAGEMENT EMPLOYEES/NEA, hereinafter called the "Association."

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
21 as to the terms and provisions of this Agreement between them, the University and the
22 Association agree as follows:
23
24

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

27 The University recognizes the Association as the sole collective bargaining agent
28 concerning wages, hours and negotiable working conditions as defined by law, for all full-time
29 and part-time employees regularly working sixteen (16) or greater hours per week for the
30 University at its Rhode Island campus(es) in the following position categories:
31 Custodial/Maintenance, Grounds, Utility Work, Mechanics and the following technical trades;
32 Electrical, Plumbing, HVAC/ Refrigeration, Energy Controls, Telecommunications,
33 Locksmithing, Carpentry and transportation Shuttle Drivers. Specifically excluded from
34 Association recognition are all other employees, including by way of illustration but not
35 limitation, professional staff employees, public safety officers, faculty, technical services
36 employees, clerical staff employees, food service employees, part-time and casual staff regularly
37 working less than sixteen (16) hours per week and all supervisors as defined by the National
38 Labor Relations Act.
39

40 **ARTICLE II**
41 **ASSOCIATION MEMBERSHIP**
42

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

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.

90 **B.** New Association members' Dues will commence being deducted in the first
91 full pay period following both successful completion of the standard
92 probationary period of employment, or specified period of employment for
93 part-time MBUs, referenced above and the University Payroll Division of
94 Human Resources' receipt of a written, signed authorization by an MBU to
95 deduct Association Dues, including the amount to be deducted on a biweekly
96 basis for each Association member as designated in provision A. above.
97

98 All Association Dues deductions will continue, unless and until the
99 University Payroll Department receives written,
100 duly-signed notification from either the Association member or the
101 Association itself that it no longer authorizes Association Dues
102 deduction, in which case the Agency Fee Charges will commence
103 being deducted and will continue unless and until the MBU opts to
104 rejoin the Association.
105

106 **C.** Implementation by Human Resources of changes in directed
107 deductions as invoked by the Association in accordance with this
108 ARTICLE, shall be made as soon as practicable but no later than the
109 second full payroll following formal notice of a change in the
110 biweekly Association Dues or Agency Fee Charge. Upon Association
111 notice, Human Resources will inform all members of the bargaining
112 unit of the charges invoked by the Association.
113

114 **D.** All Association Dues and Agency Fee Charges, deducted in
115 accordance with this provision will be deposited in the Association-
116 directed account on a monthly basis with a corresponding report of said
117 activity provided to the Association's Treasurer. The monthly report
118 shall identify payors of all Association Dues and Agency Fee Charges,
119 along with the individual and composite amounts deducted. The report
120 will also identify all newly hired employees, with their position title,
121 wage rate and date of hire.
122

123 **IV.** University, through its EVPF&A, and the Association, through its Chief
124 Steward and/or Treasurer will, in good faith, entertain and respond to
125 questions and concerns from MBUs as to policy and procedure
126 concerning Association Dues and Agency Fee Charges.
127

128 **V.** The Association and University agree that any and all liability and costs incurred
129 as a result of University's good faith, intended compliance with this section shall
130 be borne exclusively by the Association. This means that, except in the case of
131 intentional misconduct or wanton reckless disregard for the liabilities and
132 associated costs of noncompliance, the Association holds University harmless for
133 any and all liabilities and costs incurred as a result of its administration of this
134 ARTICLE of the collective agreement.
135

136 **ARTICLE III**
137 **RIGHTS OF MANAGEMENT**
138

139 Subject to the provisions of this Agreement, the University shall have the right to
140 exercise the regular and customary functions of management; including the right to hire,
141 discharge, promote, demote, layoff and discipline employees; the right to determine how, when,
142 where and by whom work is to be performed; the determination of job content; the judgment as
143 to the ability of an employee to handle a particular job and the right to make and enforce rules
144 and regulations. Any of the rights, powers, functions or authorities which the employer had,
145 prior to the signing of any Agreement with the Association, are retained by the employer except
146 as those rights, powers, functions or authorities are specifically abridged or modified by this
147 Agreement. It is further agreed that the rights of management are not subject to arbitration under
148 any circumstances except as otherwise specifically provided for in this Agreement. The
149 University, at its discretion, may employ students of Roger Williams University, providing it
150 does not layoff or dismiss a regular employee as a result of student employment, nor use a
151 student to permanently fill a vacancy.
152

153 **ARTICLE IV**
154 **STRIKE-LOCKOUT**
155

156
157 It is agreed between the Association and the University that during the term of this
158 Agreement or any renewal, or extension hereof, whether or not there be a grievance dispute
159 pending, there shall be no strike, lockout, slow down, or stoppage of work, sit-in, demonstration,
160 display, banner, picketing or advertisement.
161

162 **ARTICLE V**
163 **DISPUTE RESOLUTION & DISCIPLINE**
164

165 **Section 5.A. Labor/Management Forum**
166

- 167 **I.** A committee consisting of University and Association representatives may
168 meet for the purpose of reviewing the administration of this Agreement
169 and to discuss problems which may arise.
170
171 **II.** Either party to this Agreement may request a meeting and shall submit a
172 written agenda of topics to be discussed seven (7) days prior to such meeting.
173 Request by the Association for such a meeting will be made to the Office of
174 General Counsel.
175

176 Quarterly, on March 1st, June 1st, September 1st and December 1st, the
177 University and Association will meet to review issues of importance
178 and/or concern to seek proactive resolution to those issues.
179

180
181 These meetings are not intended to bypass the grievance procedure,

the normal administrative structure, or to be considered collective negotiating meetings, but are intended as a means of fostering good employee relations through an exchange of views between the parties to this Agreement. Amendments to this Agreement may be discussed as a proactive measure for 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) calendar 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

228 resolution and/or to give a written answer to the written grievance within ten (10)
229 calendar days of receipt of the written grievance.

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

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

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

266 **III. Employee's and University's Right to Settle Individual Grievances** 267 **Without Precedent**

269 The Association and the University jointly acknowledge the right of any
270 of the employees involved to present individual grievances directly to their
271 supervisor or the Director of Facilities Management as appropriate and,
272 without precedent or persuasive authority of any kind whatsoever, to work
273 out the settlement of such individual grievances. Proposed but failed

274 settlement of any such grievance may not be used as evidence of any kind
275 in any proceeding. Further, individual employees shall not have the right
276 to proceed to, or demand, arbitration under this Agreement.
277

278 **IV. Pay for Grievance Time**
279

280 Where Steps 1, 2 and 3 of the grievance procedure take place during working
281 hours, time incurred during a scheduled work shift of the Chief Steward or any
282 grievant as a result of their attending a grievance hearing or formal arbitration
283 hearing during work hours will be fully paid release time from their work shift.
284

285 **Section 5.C. Discipline and Discharge**
286

- 287 **I.** A disciplinary measure imposed upon an employee may be processed as a
288 grievance as set out above.
289
- 290 **II.** Discipline under this Agreement is the formal imposition upon an employee of a
291 written reprimand, a suspension without pay or discharge for cause.
292
- 293 **III.** The University will not discharge a non-probationary employee without just
294 cause. An employee who is discharged may file a grievance at Step 2 of the
295 grievance procedure set out above.
296
- 297 **IV.** Where circumstances warrant, including the nature and severity of an employee's
298 unacceptable conduct, progressive discipline will be utilized. However, there are
299 no prescribed sanctions in number or severity prior to termination.
300
- 301 **V.** It shall be the University's responsibility to demonstrate a level of misconduct or
302 competency of service, including non-performance, warranting the discipline
303 imposed.
304
- 305 **VI.** Pre-disciplinary warnings that are committed to an employee's personnel file will
306 be removed from such file if there are neither any recurrences of pre-disciplinary
307 or disciplinary offenses over a nine (9) month period of time from the insertion of
308 the warning in an employee's personnel file nor any similar, specifically
309 identified performance deficiencies in an employee's filed, official evaluation
310 during that same time period.
311
- 312 **VII.** Every employee shall have one (1) official personnel file ("OPF"), which shall be
313 kept and maintained by the Department of Human Resources. The OPF shall
314 constitute the singular repository of all formal University personnel records
315 pertaining to an employee's appointment, disciplinary record (if any), and
316 evaluated job performance. Employees shall be given notice or copies of all
317 documents related to discipline or job performance that are added to the OPF.
318 An employee may review the contents of his/her personnel file at any time upon

319 reasonable notice to the Department of Human Resources and under procedures
320 reasonably invoked by the Department of Human Resources.

321
322 Nothing herein shall preclude the University from creating and/or maintaining
323 managerial records kept or used only by the employer.
324

325 326 **ARTICLE VI** 327 **HEALTH & SAFETY** 328

329 330 **Section 6.A. Compliance & Enforcement** 331

332 The University shall continue to enforce, and all employees shall continue to comply with
333 all legal regulations governing the health and safety of working conditions at the University.
334 Employees must observe, as a condition of continuing employment, the University's published
335 safety rules. Employees shall immediately report, to their supervisor or designated chair of the
336 University Safety Committee, any condition that they are aware of and believe to be unsafe or in
337 violation of standing health and safety regulations of the University. Additionally, employees
338 shall report any injuries sustained or witnessed at the University in accordance with direction
339 given by the University.
340

341 **Section 6.B. Employee Identification** 342

343 Employees shall wear, as provided and directed, identification tags/badges for both
344 security and identification purposes. The cost of initial issuance of identification tags/badges
345 shall be borne by the University. The cost of lost, destroyed or misplaced identification
346 tags/badges shall be borne by the employee. Discipline for unintentionally lost, destroyed or
347 misplaced identification tags/badges will not be invoked until at least the third occurrence in a
348 twelve (12) month period and will first consider all relevant facts on a case by case basis, subject
349 to the grievance/arbitration procedure. Reasonable wear and tear over time is expected and will
350 not be cause for discipline.
351

352 **Section 6.C. University Safety Committee** 353

354 The Association may appoint a member of the bargaining unit to the University Safety
355 Committee to represent the interests of the bargaining unit.
356
357

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

359
360 Properly maintained equipment and properly stored equipment and materials utilized in
361 the performance of work at the University is essential to the safety of all and the productivity of
362 University's "Facilities Division" of operations. The University will make available, adequate
363 space and facility for both use and storage of equipment and materials. Employees will follow
364 all direction given for proper use, maintenance and storage of all equipment and materials
365 utilized in the performance of their job(s).

- 366
367 **I.** At least annually, the Labor/Management Forum, convened under Section 5.A. of
368 this Agreement, will address the adequacy of space and the facilities for storage of
369 equipment and materials as well as the maintenance of equipment and materials
370 entrusted to the Facilities Division of operations.
371

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

- 373
374 **I.** The University may, from time to time, officially close its operations in
375 whole or in part, following procedures outlined in the Contingency Plans for
376 Emergency Closing, in response to unusual conditions such as inclement weather
377 or unanticipated occurrences emanating from internal or external factors and
378 rendering the University, or a part thereof, unfit for regular operation. The
379 authority to close operations is vested in and restricted to, the President, and as
380 permanent designee, the Executive Vice President for Finance and
381 Administration.
382

- 383 **A.** An emergency closing may, but need not be affected University-wide.
384 It may also be regional to a building, area or part thereof and/or it may
385 be functional to a group, operation or event.
386

- 387 **II.** An emergency closing may be declared at any hour of the day, with immediate
388 notification to the Chief Steward, and shall remain effective for the period
389 specified by said authority or in the absence of a specified period, for eight (8)
390 hours from the time the closing is declared.
391

- 392 **III.** When the closing as defined by the University is effected, those employees
393 specifically released as nonessential services personnel by the declaration shall be
394 released from reporting to work and shall be compensated at their regular rate of
395 pay for such released period. All essential services personnel, except as notified
396 that they are released from reporting to work, are to report or remain at work
397 during an emergency closing, and shall receive double their regular rate of pay for
398 that period of actual work reporting, during the University-declared emergency
399 closing.
400

- 401 **IV.** When closing is regional to a building, area, or part thereof, and the
402 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.

A. Specific circumstances and operational needs may dictate express designation, on a case-by-case basis, of personnel released from said designation. All new employees shall be notified at the time of hire of their designation as essential services personnel.

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. **Preface:** Roger Williams University takes pride in providing an atmosphere where students, employees and guests can *breathe easy*. In addition to outstanding academic programs, a beautiful scenic bayside campus and pleasant environment for study and work, the University continues to enhance a healthful environment for all in the University community.

The University is committed to providing *wellness* opportunities for all students, faculty and staff. Whether it is cardiovascular, emotional or respiratory fitness, the total health of each student and employee is important to Roger Williams University. Part of the emphasis on wellness includes a clean, healthy respiratory environment for all in the University community. To ensure a healthier atmosphere for everyone on campus, and following input and recommendation from a special University committee comprised of representatives from faculty, staff and students, the University adopts the following policy:

II. **Policy Statement:** In compliance with the State of Rhode Island’s Smoking Law, and except as specifically provided for herein, smoking of any materials is prohibited on University premises, including all residence halls, offices and University vehicles. As a reasonable accommodation to individuals desiring to smoke, the University has established designated, outside smoking areas as the exclusive venue for smoking while on University premises. These areas were designated to remove the reasonable likelihood of second hand smoke migrating back into a building, as this is a requirement of the law.

III. **Implementation:** In accordance with Rhode Island Law, smoking is prohibited outside of any doorway or area where smoke could migrate back into a building.

Accordingly, signs have been placed at the entrance to buildings, informing individuals that smoking is prohibited in the building and the entryway.

Smoking at and only at designated areas is allowed. All smoking material must be extinguished and disposed of within the designated area at a receptacle provided.

- IV. Information & Compliance:** It is the responsibility of every member of the University community to observe and uphold this policy, informing visitors of its existence and parameters, and except as set out immediately below, directing questions, concerns and reports of violations, to the Department of Environmental Health and Safety (ext. 3189). Concerns by or involving all students (other than students of the law school) should be directed to the University's Student Affairs Division. Students who are found smoking in the residence halls are immediately subject to judicial action and/or may be assessed a fine.

Incoming students and new personnel shall be informed of the smoking policy during orientation.

A map of the University, marking the designated smoking areas will be made available to those who request it through the Department of Environmental Health and Safety (EHS). To request a map, please call EHS at ext. 3189.

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 include both male and female employees.
- 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.

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

502
503 **Section 7.B. Probationary Employment**
504

- 505 **I.** Full-time employees, new to the bargaining unit shall, upon hire into an
506 Association-recognized and represented position, serve a probationary period of
507 employment of one hundred twenty (120) calendar days during which the
508 provisions of this Agreement do not apply. The University may extend the
509 probationary period; one time only; at its discretion for up to a maximum of thirty
510 (30) additional calendar days upon at least one (1) week's notice to the
511 Association and employee, prior to expiration of the probationary period. During
512 an extension of the probationary period, the provisions of this Agreement apply
513 except that the probationary employee may be terminated "at will" by University
514 and the probationary employee shall have no recourse to termination including
515 utilization of the grievance procedure. Part-time employees' probationary period
516 shall be one hundred and fifty (150) days. All other provisions as set out
517 immediately above in this provision apply to part-time employees.
518
- 519 **II.** Full-time employees who successfully bid into another position classification
520 within the bargaining unit serve a performance-based probationary period of thirty
521 (30) calendar days during which University will evaluate the employee's ability
522 and performance in the new position. If the employee is unable to demonstrate, to
523 the satisfaction of the University, their ability to satisfactorily perform all
524 responsibilities of the position, the employee will be returned to his former
525 position. The University's decision as to ability and commitment to successfully
526 perform in the new position shall not be arbitrary nor capricious. In the case of an
527 unsuccessful internal promotion, there will be no loss of classification-based
528 seniority in the position to which the unsuccessful employee returns.
529

530 **Section 7.C. Seniority**
531

532 **I. Definition of Seniority / Computation of Seniority**
533

534 Seniority shall be defined as the length of time an MBU has been continuously
535 employed by the University in this bargaining unit. Seniority shall be calculated as
536 date of entry into an Association-recognized and represented position within the
537 bargaining unit. Employees new to the bargaining unit will not earn seniority credit
538 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 reference to the last digit of the affected employees' social security numbers. The employee having the highest last single digit in his/her social security number will be granted a higher seniority ranking than the other(s) with whom he/she is tied. In the event any tied employees have both identical bargaining unit seniority dates and the same single last digit in his/her social security number, ties shall be broken by reference to the last two digits of those affected employees' social security numbers, with the employee having the highest last two digits being granted the higher seniority ranking.

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.**

585 **III. Application of Seniority**

586
587 **A. Layoff**

- 589 1. In the event that a layoff becomes necessary due to lack of
590 work, monetary conditions, other legitimate circumstances or
591 some combination of the foregoing, employees shall be laid off
592 on the basis of inverse seniority in the job classification from
593 which the reduction in force is affected.
- 594
595 2. The University shall simultaneously provide the Association
596 and the non-probationary employee(s) affected, either a two (2)
597 week notice of layoff or two (2) weeks of pay at the then
598 current rate and schedule of regular hours of the employee(s).
599 The Association may request and have scheduled, a meeting
600 with the Chief Human Resource Officer or his/her designee, to
601 discuss possible alternatives; however, the final decision is at
602 the discretion of the University.
- 603
604 3. When an employee is scheduled for layoff due to reduction or
605 reorganization in the workforce, prior to any bumping
606 permitted pursuant thereto, the non-probationary employee shall
607 be considered for transfer into a vacancy in a bargaining unit-
608 recognized position, if one exists, and if determined qualified
609 by the University, transferred into said vacancy. Transference
610 into the vacant position carries a ninety (90) day performance-
611 based probationary period. During said period, if the University
612 is not satisfied with the probationary employee's performance
613 but no earlier than thirty (30) days into the probationary period,
614 it will then place such employee on layoff. An employee thus
615 laid off shall remain entitled to recall into his/her job
616 classification only for the remainder of the recall period but
617 shall not be entitled to transfer into another vacancy if one
618 exists at the time of layoff. Discharge of the transferred
619 employee during his/her probationary period is not grievable.
- 620
621 4. When an employee is scheduled for a layoff due to a reduction
622 or reorganization in the workforce, he/she shall be permitted to
623 exercise his/her seniority rights to replace (bump) the least
624 senior employee in a classification for which he/she is deemed
625 qualified, provided the employee with greater seniority is, under
626 reasonable assessment by the University, deemed qualified to
627 perform the work and provision 3. above has been followed, if
628 applicable. As layoff is job classification based, the only
629 bumping permitted hereunder is as follows:
- 630

- 631 a. An employee with greater bargaining unit seniority as
632 recognized by this Agreement, may bump a
633 fellow member of the bargaining unit even if the
634 employee laid off is not working in the job classification
635 for which seniority has been accumulated, subject to the
636 reasonable assessment of qualifications by and at the
637 discretion of the University. The University's findings
638 concerning qualifications of the employee seeking to
639 bump a less senior bargaining unit member may not
640 be arbitrary nor capricious.
- 641
- 642 b. There is a reasonable presumption that an employee laid
643 off from a lower paid classification than another
644 classification in which that employee holds seniority, is
645 not qualified to bump the higher paid classification.
646 That presumption is rebuttable with the burden of
647 rebuttal on the employee seeking to "bump up" this
648 Agreement's position-based pay scale.
- 649

650 **B. Recall**

- 651
- 652 1. Only non-probationary employees are eligible for recall.
- 653
- 654 2. The recall period shall be for eighteen (18) months from date of
655 layoff.
- 656
- 657 3. Recall shall take place with the most senior employee on layoff
658 in the job classification recalled, first recalled.
- 659
- 660 4. Recall shall be served upon an employee to be recalled by
661 certified mail, return receipt requested at employee's last known
662 address. The recalled employee must respond to the notice of
663 recall within one (1) week of receipt of the notice or recall
664 rights shall be forever waived. Response must be either by
665 personal or certified mail delivery of acceptance of recall in a
666 signed writing. Employee accepting recall must return to work
667 as instructed, within two (2) weeks of receipt of the recall
668 notice.
- 669

670 **C. Qualifications Evaluation for Position Openings**

671

672

673

674 All vacant positions in the bargaining unit will be posted for a minimum
675 of one (1) week prior to University formally filling the vacancy. The posted
676 position shall be in one (1) or more conspicuous locations and shall include the

677 job title, primary assignment location if there is one, rate of pay, summary of
678 responsibilities and its initial, scheduled shift. Upon the conclusion of the posting
679 period, the University shall review the applications from bargaining unit members
680 and, if there are pre-qualified applicants, a job fair will be convened and the most
681 senior pre-qualified candidate will be awarded a position, leaving an opening that
682 may be filled by the most qualified candidate, if one exists. Pre-qualification
683 shall be established by identifiable assessment standard(s) (as outlined by position
684 description and/or published qualification standards or state licensure as required
685 in position description). If there are no pre-qualified bargaining unit members,
686 the hiring process reverts to an unrestricted search from within and outside the
687 bargaining unit and the most qualified candidate, as determined by the rational
688 judgment of the University, will be selected. Any member of the bargaining unit
689 who has formal disciplinary status of record and consisting of a suspension is
690 disqualified from bidding on any position within the bargaining unit for a period
691 of nine (9) months from the date of the last disqualifying infraction, or until
692 voluntarily removed by the University or removed in accordance with the formal
693 dispute resolution process governed by this Agreement, following the imposition
694 of the disciplinary sanction.
695

696 The parties agree to, on a case-by-case basis, confer and negotiate with regard to
697 the setting of rates of pay for individuals who voluntarily bid into lower-paying
698 job classifications. Employees who successfully bid on and are awarded such
699 positions will have the opportunity to be advised of the applicable pay rate of the
700 new position prior to accepting it.
701

702 **D. Other Applications**

703

704 Please see ARTICLE VII, Section 7.D.II., 7.E., 7.F., 7.I. and 7.J. and
705 ARTICLE IX, Section 9.D.II.E.
706

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

708

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

710

711 All positions whose incumbents are regularly and continually scheduled for forty
712 (40) hours of work per week, year round, are full-time positions. All positions
713 which average at least sixteen (16) hours per week over the course of each six (6)
714 month period are considered regular, part-time positions, except that all Shuttle
715 Drivers' positions which average at least eight (8) hours per week over the course
716 of each six (6) month period are considered regular, part-time positions. All part-
717 time Shuttle Drivers who average at least eight (8) hours per week but less than
718 sixteen (16) hours per week of service have secondary bid preference to regular
719 part-time bargaining unit employees when qualifications are deemed equal and
720 seniority governs as a tie breaker. Regular full-time and part-time employees
721

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 1st, 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) interested, minimally qualified MBU 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.

814 **IV. Casual Employment**

815
816 Employees who work less than sixteen (16) hours per week on average,
817 calculated each six (6) months of employment in the Facilities Department are not
818 members of the bargaining unit. This threshold of employment is defined as
819 casual employment.

820
821 A. Shuttle Drivers who work less than eight (8) hours per week on average,
822 calculated each six (6) months of employment in the Department of Public
823 Safety are not members of the bargaining unit. This threshold of employment
824 is defined as “casual employment”.

825
826 **V. Supervisors & Bargaining Unit Work**

827
828 Non-bargaining unit, supervisory employees shall not perform bargaining unit
829 work at a level, including continuity and volume of work, that causes
830 displacement of a bargaining unit position or would otherwise prevent, subject to
831 ARTICLE VIII SUBCONTRACTING, a feasible, recognized, Association-
832 represented position from being created.

833
834 Supervisors who perform bargaining unit work, estimated to be at least one hour,
835 shall notify the Association Steward when and as soon as practicable.

836
837 **VI. Periodic Review**

838
839 In order to track proper administration of the foregoing, University will provide
840 the Association with a monthly report indicating temporary employment and
841 duration and casual employment and duration. Any non- bargaining unit
842 employee who works at least six (6) months and exceeds the sixteen (16) hour per
843 week work average, will become a non-probationary member of the bargaining
844 unit thereafter unless such employee is dismissed on or before the end of the sixth
845 month of non- bargaining unit employment.

846
847
848 **Section 7.E. Shift Transfer**

849
850 When shift transfers are determined as necessary by the University and the transferred
851 shift will be for more than one (1) week, prior to directed transfers, the University will seek and
852 accept qualified volunteers to change shifts. If there is more than one (1) volunteer deemed
853 equally qualified by the University for the transfer, the most senior volunteer will be transferred.
854 If there are no volunteers, the most junior qualified employee in the transferred job classification
855 will be transferred. Except in the case of emergency, the employee transferred involuntarily will
856 be given ten (10) days’ notice (from date of reassignment) to rearrange his/her personal schedule
857 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 Grounds rate.

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 1st 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 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.

1086 **ARTICLE VIII**
1087 **SUBCONTRACTING**
1088

- 1089 **I.** The University shall have the right to subcontract. Except in the case of an
1090 immediate need to subcontract, as determined by the University (based upon an
1091 emergency or its determination that it is necessary to begin to perform actual
1092 work best suited to subcontracting within a thirty (30) day period of time or less),
1093 the University will first notify the Association in writing, signed by a formal
1094 designee of the University, of its intent to subcontract and provide the Association
1095 a reasonable opportunity to discuss more economical and/or greater quality
1096 services through special agreement, than any subcontract that is of the character
1097 and scope of work for which Association-represented employees regularly
1098 perform (or may be called upon to perform) as part of their job description. If the
1099 Association is interested in offering an alternative services contract for the work
1100 to be subcontracted, it must notify the University within three (3) business days of
1101 its receipt of notification of the University's intent to subcontract and University
1102 will then provide a brief description of the work to be subcontracted and the cost
1103 of or cost basis, if one exists, for the subcontract. Within one (1) week of receipt
1104 of the University's subcontracting outline, the Association may make an
1105 alternative proposal for University to consider. The decision to subcontract or
1106 accept any alternative proposal from the Association is at the complete discretion
1107 of the University. During the term of this Agreement, the University will not
1108 enter into any subcontracts which reduce or have the direct effect of reducing the
1109 current number of bargaining unit positions. In the event the Association alleges
1110 that the University has violated this provision, the matter may immediately be
1111 filed for arbitration in accordance with the grievance procedure set out in this
1112 Agreement. Pending arbitration, the University and the Association agree to meet
1113 to explore mutual resolution of the controversy.
1114
- 1115 **II.** The Association agrees that a subcontract, that is to be performed during the
1116 regularly scheduled hours of employees wishing to subcontract in replacement of
1117 their regular employment, is not a matter for arbitration hereunder.
1118
- 1119 **III.** The University and the Association agree that the subcontracting activity
1120 of the University will be a scheduled Labor/Management Forum agenda item
1121 during the term of this Agreement and either party to this Agreement may reopen
1122 negotiations on this ARTICLE VIII only on or after July 1, 2017
1123
1124

1125 **ARTICLE IX**
1126 **BENEFITS**
1127

1128 **Section 9.A. Family Leave Policy & Procedure**
1129

1130 The University has long recognized the importance of family issues as an integral
1131 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 bonafide 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.

1178
1179
1180 **II. Leave Limitations**
1181

1182 **A.** Leave under provisions I. A., B., C. and D. and E. above qualify for leave up to twelve (12)
1183 weeks alone or in combination with each other during each defined twelve (12) month period set
1184 out below and also qualify for the alternate year extension from twelve (12) to thirteen (13)
1185 weeks if the thirteen (13) weeks are consecutive. Leave under provision I.F. above qualifies for
1186 leave up to twenty-six (26) weeks alone or in combination with I.A., B., C., D., and E. during
1187 each defined twelve (12) month period set out below.
1188

- 1189 **1.** All other qualifying conditions being met, an employee may
1190 be able to take both up to a twelve (12) week leave under
1191 this policy and governing law and a thirteen (13)
1192 consecutive week leave within the same year if the up to
1193 twelve (12) week leave is for any reason other than to care
1194 for parents-in-law and an employee otherwise qualifies for a
1195 thirteen (13) consecutive week leave to care for a parent-in-
1196 law under provision I.C. above.
1197

1198 **B.** While the University may, at its complete discretion, or under other
1199 express, governing policies of employment, authorize leaves of
1200 absence, either of greater duration or for other purposes, the foregoing
1201 represents the maximum amount of leave, either alone or in
1202 combination, under this policy and governing State and Federal law.
1203

1204 **C.** For leaves taken pursuant to provision I. A. or B. above, the maximum
1205 twelve (12) week period must commence prior to the child's first year
1206 following birth (I. A.) or prior to the first anniversary date of an
1207 adoption or foster care placement (I. B.).
1208

1209 **D.** The twelve (12) week period amounts to sixty (60) work days that may
1210 be taken as set out in II.F. below.
1211

1212 **E.** The twenty-six week period amounts to one hundred thirty (130) work days that may be
1213 taken as set out in II.F. below.
1214

1215 **F.** The twelve (12) week leave or twenty-six (26) week leave may be taken on a consecutive
1216 week, intermittent weeks or reduced-time basis as follows:
1217

- 1218 **1.** Intermittent leave consists of at least one (1) week intervals that
1219 are not necessarily consecutive, and within the twelve (12)
1220 month period. Intermittent leave may only be scheduled and
1221 taken with the consent of the University, when invoking leave
1222 under provisions I. A. or B. above.
1223

- 1224 2. Reduced-time leave consists of a work reporting schedule that
1225 allows a shortened work day or shortened work week.
1226 Reduced-time leave may only be scheduled and taken with the
1227 consent of University when invoking provisions I. A. or B.
1228 above. An employee on reduced-time leave may, at the
1229 discretion of the University, be transferred for the term of leave,
1230 to another position of equivalent pay and benefits that better
1231 accommodates the University. Leave under this provision shall
1232 be accounted for and charged on an hour for hour basis.
1233
- 1234 3. Requests for reduced-time leave or intermittent leave under
1235 provisions I. A. and/or B. above, shall be forwarded to the
1236 Department of Human Resources for a case by case review and
1237 determination following consultation with the department head
1238 or other appropriate supervisor of the applicant.
1239
- 1240 4. All leaves, for all reasons, are predicated upon the employee
1241 providing the University as much notice as possible. Absent
1242 extraordinary circumstances, at least fifteen (15) days advance
1243 notice of leave is required. Failure to provide such notice
1244 except where appropriately waived, may result in a delay in
1245 commencement of leave at the University's discretion, if
1246 otherwise entitled, for the requisite fifteen (15) day period.
1247

1248 **III. Leave Validation**

1249

1250 Each leave, as set out in provision I. above, is subject to the prerequisite validation as follows:
1251

1252 **A.** Both provision I. A. and B. leaves must be validated, at the University's request, as to the
1253 enabling facts of the leave. For example, it must be established by the applicant for leave
1254 hereunder that he/she is the parent, within the express meaning of that term as hereinafter
1255 defined.
1256

1257 **B.** Leave, under provision I. C. & I. F. above, must be validated by a written certification from a
1258 qualified, licensed, health care provider, that the employee is needed and able to provide care
1259 directly related to and on account of an acutely or chronically debilitating health condition
1260 requiring hospitalization and/or continuing licensed health provider intervention and treatment.
1261 The certification must also specify the debilitating condition and the prognosis for abatement or
1262 recovery with medical opinion as to time anticipated for abatement or recovery. Finally, upon
1263 request by the University, the employee must validate, through reasonable means, the enabling
1264 family relationship. Nothing herein relieves an employee of the responsibility to provide
1265 certification(s) in accordance with this policy.
1266

1267 **C.** Leave, under provision I. D. above, must be validated by a written certification of expert
1268 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.

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

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

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

1. Referral for a third, binding health care professional's opinion shall be by agreement of the employee-selected health care provider and the University-selected health care provider. Failing agreement, referral shall be by agreement of the employee and the University. Failing secondary agreement, referral shall be made by the University.
2. Both second and third health care provider's opinions shall be arranged and paid for by the University.
3. The University will provide employees who submit incomplete or insufficient certifications with seven calendar days to cure the deficiencies. The University will identify, in writing, the specific information needed to make the certification complete and sufficient. The University may deny Family Leave to employees who fail to cure.

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

H. Prior to an employee's return to the University from leave provided pursuant to provision I. D. above, the University may request and receive health care provided certification that the

employee on leave is no longer work disabled from the originally certified health condition and can return to the workplace as sufficiently recovered, to perform the regular, necessary functions of the job. The University will cooperate fully with the health care provider in making this assessment by providing, if necessary, a position description and/or thorough 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, Senior Vice President for Finance & Administration and Senior Vice President and 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 with three (3) or more years of facilities bargaining unit employment with the University and at least twenty-five (25) days of unused, accrued sick leave 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. An employee with less than three (3) years of employment or less than twenty-five (25) days of accrued leave at the commencement of family leave will be required to charge any and all accrued sick leave, until exhausted, as prerequisite to taking unpaid leave under this policy. 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).

VII. Definitions

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

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

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

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

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

F. Next of Kin: A “next of kin” is the nearest blood relative of the employee.

G. Servicemember: A “covered servicemember” is (i) a member of the Armed 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

Employees, following their probationary period of employment, shall earn one and one quarter (1¼) working days per calendar month, starting with the first full calendar month of employment beyond their probationary period. Accrual shall continue for each month of active employment until unused accrual reaches sixty days of accrual, 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
2. On University and Association bargained and University paid leave (sick, vacation, holiday), or
3. 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, 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 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 anticipated in advance must be requested as far in advance as practicable, and approved by the employee's immediate supervisor prior utilization. Approval will not be unreasonably denied. Examples of anticipated leave, by way of illustration but not limitation, include physician appointments, dentist appointments, scheduled surgery and short-term care for an ill member of the immediate family. Within a reasonable period of time following utilization of sick leave for this purpose, the employee must validate the reason for scheduled leave by means of written proof that the scheduled purpose for the sick leave did occur.
- 2. Unanticipated Leave:** Utilization of sick leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half (½) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by utilizing such method specifically directed by the employee's supervisor to notify the University of unanticipated sick leave. If absent for three (3) or more consecutive working days, the employee, upon request by University, must present, reasonable evidence of the need enabling sick leave usage. By way of illustration but not limitation, a statement from a licensed health care provider as defined in ARTICLE IX, 9.A. Family Leave, validating the nature and duration of the work disabling event will suffice. An employee absent for unanticipated sick leave for any and all periods totaling more than ten (10) days in any fiscal year may be required to submit reasonable evidence of the need enabling sick leave usage such as that provided by the example above. Sick leave taken for purposes of bereavement, pursuant to provision 3.b. above, shall not be counted for purposes of either the three (3) or ten (10) day validation requirement; however, bereavement utilization of sick leave must, upon request, be validated through independent written documentation whether anticipated or unanticipated.

1587 Upon receipt of a specific diagnostic statement from a physician describing a
1588 chronic, debilitating illness of an employee, the three (3) and ten (10) day
1589 validation requirement shall be waived as a matter of regular course. However,
1590 except as utilized pursuant to and in accordance with a validated family leave as
1591 set out in ARTICLE IX, 9.A. Family Leave above, upon reasonable suspicion of
1592 abuse or following fifteen (15) days usage of sick leave during a fiscal year, the
1593 University, the Association and the employee shall meet for the purpose of either
1594 investigating potential abuse and/or to discuss the absenteeism in attempt to avoid
1595 disciplinary action. In any event, an employee suffering from a certified, chronic
1596 illness, must at least once every twelve (12) months provide the University with
1597 medical re-certification of the chronic illness. Nothing herein shall be deemed;
1598 except as specifically stated; to limit management's prerogative relative to
1599 operational determinations, including the right to terminate an employee whose
1600 legitimate absenteeism exceeds available leave under policy and law.

1601
1602 **B. Long-Term Leave:** Sick leave, pursuant to this provision, of over two (2) workweeks is
1603 considered a long-term leave and shall be authorized and/or validated as follows:

1604
1605 **1. Anticipated Leave:** An anticipated leave must be requested, approved and
1606 supported, in advance of utilization, with medical documentation from the
1607 employee's physician stating the following:

1608
1609 **a.** Nature of illness or injury preventing the employee from working and/or
1610 necessitating the absence.

1611
1612
1613 **b.** Prognosis for recovery and anticipated date for return to work.

1614
1615 The University may, at its option and expense, direct and secure a second
1616 medical opinion from a University-selected physician and authorize or refuse
1617 the sick leave based thereon. During a leave secured pursuant to this provision,
1618 the employee may be required to submit periodic medical progress reports and
1619 verification or alteration of the originally anticipated return date secured from
1620 the attending physician. The University reserves the right, at its own expense,
1621 to direct and secure a second opinion from a University-selected physician
1622 during the long-term leave of absence and continue or reject authorization and
1623 utilization of paid sick leave based thereon.

1624
1625 No employee may return to active employment with the University unless and
1626 until a physician's specific prognosis of the employee's recovery from the
1627 disabling aspects of the paid illness or injury is certified by said physician, in
1628 writing.

1629
1630 **2. Unanticipated Leave:** While prior notification and approval may, in
1631 extraordinary circumstances, be impossible or impracticable for every
1632 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 three (3) 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 1st 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.

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

A. Accrual Schedule:

Length of Continuous University Service	Monthly Accrual	Annual Benefit	Maximum Accrual
Hire through 4 th month of service*	0 days	N/A	0 days
5 th month through 1 yr. of service	1.00 days/mo.	12 days (8 accrued)	8 days
2 nd year through 4 yrs. of service	1.08 days/mo.	13 days	19.5 days
5 th year through 14 yrs. of service	1.67 days/mo.	20 days	30 days
15 yrs. of service and thereafter	2.08 days/mo.	25 days	37.5 days

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

B. Vacation Cap & Accrual Standards

Subject to provision C. below, vacation accrual is capped at eighteen (18) months of monthly accrual. Once the eighteen (18) month 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 1st granting of the annual benefit.

Vacation accrual ceases both upon reaching the eighteen (18) month 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 the eighteen (18) month cap 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 Department of Human Resources (HR).

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.

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)

Victory Day (2nd Monday in August)

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

*Veterans’ Day (November 11)

Thanksgiving Weekend (4th 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 (3rd Monday in January)

Presidents’ Day (3rd Monday in February)

1898 Good Friday
1899 Memorial Day (last Monday in May)

1900
1901 * Employees, on at least two (2) weeks' notice, may request to receive the
1902 Wednesday before Thanksgiving off as a holiday in exchange for working Veterans' Day as a
1903 regular workday. Scheduling and workforce issues considered, the request(s) will not be
1904 unreasonably denied.

1905
1906 **II. Eligibility Requirements**

1907
1908 All non-probationary employees are eligible to receive holiday pay if the employees are in active
1909 status with or on paid leave from the University on the day immediately preceding the holiday.
1910 (Holiday pay for permanent part-time employees is pro-rated).

1911
1912 **III. Holiday Within a Vacation Period**

1913
1914 Should a holiday occur during an employee's vacation period, an additional day of vacation will
1915 be allowed at another time in accordance with Section 9.D. Vacation.

1916
1917 **IV. Work on a Holiday**

1918
1919 All hourly employees who are required to work on a holiday will receive pay at the rate of one
1920 and one-half (1½) times the normal rate for the actual hours worked in addition to the normal
1921 holiday pay.

1922
1923 **V.** Employees whose scheduled work includes Saturday and/or Sunday will celebrate
1924 those days as recognized holidays when a holiday, recognized as such by this Agreement, falls
1925 on either or both of those days. Accordingly, if called into work on those days, employees will
1926 receive premium pay for the time worked. However, work performed on an alternative
1927 University designated holiday, that is on a regular work day for an employee will not result in
1928 any premium pay and is not at the discretion of such employee not to report to work on a
1929 straight-time pay basis.

1930
1931 **Section 9.I. Extraordinary Leave**

1932
1933 Except for those express, paid or unpaid leaves provided for elsewhere in this Agreement
1934 by specific provision, any and all leaves of absence may only be afforded under extraordinary
1935 circumstances and in the sole discretion of the University, as formally approved by the President
1936 or Executive Vice President of Finance & Administration of the University. Terms of any such
1937 leave shall be entirely set out by the University.

1938
1939
1940

1941 **I. Procedure**

1942
1943 **A.** Any and all requests for leaves of absence under this provision must be made in
1944 writing, with specific statement of need for leave, as far in advance of the desired leave as
1945 possible. Application for leave must be submitted to the employee's immediate supervisor,
1946 except in such cases where the specific statement of need recites a personal, medical or other
1947 extraordinarily confidential basis, in which case the full application shall be submitted to the
1948 Department of Human Resources with notice to the immediate supervisor that a request has been
1949 made for the duration stated on the application.

1950
1951 **B.** Approval, denial or modified approval of the requested leave shall be provided in
1952 writing promptly by the University.

1953
1954 **C.** Administration of this provisional leave is grievable only on the limited basis that the
1955 University held no rational basis to deny the requested leave. Problems arising out of the
1956 administration of this provision may be referred to the formal Labor/Management Forum for
1957 discussion and attempted resolution.

1958
1959 **II. Reinstatement**

1960
1961 **A.** Should the University reasonably determine that an employee's return to work might
1962 jeopardize his/her health or safety or that of the University's students or other employees, the
1963 University may require a written medical, psychological or other licensed professional's
1964 certification, appropriate under the circumstances, attesting to the employee's fitness to return to
1965 work, as a prerequisite to such return. The University may, upon reasonable evidence of such
1966 jeopardy, require examination and certification for return to work by a physician or other
1967 appropriate health services professional of its choosing.

1968
1969 **B.** Terms of reinstatement, if and when reinstatement from an extraordinary leave is a
1970 University-granted provision of the leave, shall be as set out by the University at the outset of the
1971 leave.

1972
1973 **C.** Accepting a position with another employer, while on extraordinary
1974 leave, except as may be expressly understood and committed to writing, as part of the reason
1975 for the leave and approved by the University in advance, will result in both forfeiture of the leave
1976 and all benefits derived therefrom or maintained during said leave as well as immediate
1977 termination of University employment.

1978
1979 **Section 9.J. Leave for Association Activity**

1980
1981 **I. Short-Term Leave**

1982
1983 The University agrees to provide time off without loss of pay for delegates of the Association to
1984 attend Association conventions, conferences or educational programs, provided both that the
1985 absence will not interfere with the University's operations under the jurisdiction of this
1986 Agreement and that the total amount of time without loss of pay, during the period of

1987 this Agreement, shall not exceed a total of ten (10) days during each year of this Agreement.

1988
1989 The Association shall request, in writing, approval from the Office of General Counsel to use
1990 such leave. Such request shall be made, in writing, no less than two (2) weeks in advance by the
1991 Association, specifying the type of Association activity for which time off is sought, the
1992 individual(s) to be granted the time off and the maximum amount of time to be utilized.

1993 1994 **II. Leave to Work for the Association:**

1995
1996 If a requested leave of absence for one (1) year or less, of an employee of the University does not
1997 interfere with operations covered by this Agreement as determined in the sole discretion of the
1998 University, the University shall grant an unpaid leave, without benefits of any kind, to one (1)
1999 and only one (1) employee covered by the terms of this Agreement to work for Association on
2000 Association business, which may not include work on any matter in which the University is an
2001 adversary or which may reasonably be construed as bringing disrepute upon the University. An
2002 employee granted leave hereunder shall neither accrue seniority nor shall the time away from the
2003 University inure to employee's benefit as to terms and conditions of employment covered by this
2004 Agreement. The Association agrees, without contest, to approve the University's discretion to
2005 effect a layoff of the least senior individual in the job classification of the employee returning to
2006 the University, among the University's options upon the employee's return to work. There may
2007 only be one such leave during the term of this Agreement.

2008 2009 **Section 9.K. Absence Without Leave**

2010
2011 To remain in employment status and, therefore, retain a right to employment subject to the terms
2012 and conditions of this Agreement, an employee must be in active status, regularly reporting to
2013 work as scheduled or be on a formal, specifically identified leave of absence as set out herein.
2014 Except as incorrectly placed in inactive employment status, failing active or specifically
2015 authorized inactive status as set out by the leave of absence provisions of the Agreement, an
2016 employee has constructively resigned his/her employment with the University and accordingly is
2017 terminated. Nothing under this provision alone shall operate to prejudice a former employee in
2018 good standing from applying for employment openings as they arise from time to time at the
2019 University. Nothing herein shall preclude the Association from grieving/arbitrating in
2020 accordance with ARTICLE V, DISPUTE RESOLUTION AND DISCIPLINE, the facts founded
2021 by University in administering this provision.

2022 2023 **Section 9.L. Health Insurance**

2024
2025 During the term of this Agreement, the University will provide medical and dental care
2026 insurance coverage (Health Care) for each member of the bargaining unit as follows:

2027
2028 **I. Medical & Dental Care Options:** Employees, in accordance with procedures identified
2029 by the University, may select either Plan A., or Plan B. for their medical and dental care, during
2030 the term of this Agreement.

A. Plan A

1. Employee Co-Shares

Employees shall share in the premium cost to the University for his/her individual or family selected health insurance coverage as follows:

In Year 1 (from the effective date of this agreement through June 30, 2017), MBUs will contribute 18% (except Shuttle Drivers, who will contribute 17%) of the premium cost.

In Year 2 (from July 1, 2017 through June 30, 2018), all MBUs (including shuttle drivers) will contribute 18% of the premium cost.

In Year 3 (from July 1, 2018 through June 30, 2019), MBUs will contribute 20% (except Shuttle Drivers, who will contribute 19%) of the premium cost.

In Year 4 (from July 1, 2019 through June 30, 2020), all MBUs (including shuttle drivers) will contribute 20% of the premium cost.

2. Annual Deductible: For Years 1 and 2 of this Agreement, there will be an annual, employee-paid deductible of two hundred fifty dollars (\$250) for individual coverage and five hundred dollars (\$500) for family coverage. For Years 3 and 4 of this Agreement, there will be an annual, employee-paid deductible of five hundred dollars (\$500) for individual coverage and seven hundred fifty dollars (\$750) for family coverage.

3. Employee Co-Pays: Employee co-pays shall be as follows:

- a.) Primary Care visits - \$0 for Patient-Centered Medical Home (PCMH) provider; \$30 for non-PCMH provider
- b.) Specialists - \$50
- c.) Urgent Care - \$50
- d.) Emergency Room - \$200
- e.) Prescriptions - \$7 for generic; \$25 for preferred; \$40 for non-preferred; \$65 for specialty.

B. Plan B

1. Employee Co-Shares

Employees shall share in the premium cost to the University for his/her individual or family selected health insurance coverage as follows:

In Year 1 (from the effective date of this Agreement through June 30, 2017), MBUs will contribute 18% (except Shuttle Drivers, who will contribute 17%) of the premium cost.

In Year 2 (from July 1, 2017 through June 30, 2018), MBUs will contribute 20% (except Shuttle Drivers, who will contribute 19%) of the premium cost.

In Year 3 (from July 1, 2018 through June 30, 2019), all MBUs (including Shuttle Drivers) will contribute 20% to the premium cost.

In Year 4 (from July 1, 2019 through June 30, 2020), all MBUs will contribute 20% of the premium cost.

2. Annual Deductible: For Year 1 of this Agreement, shuttle drivers shall be responsible for an employee-paid deductible of two-hundred fifty (\$250) for individual coverage and five hundred dollars (\$500) for family coverage. All other employees shall, in Year 1, be responsible for an employee-paid deductible of five hundred dollars (\$500) for individual coverage and one thousand dollars (\$1000) for family coverage. For Years 2 and 3 of this Agreement, there will be an annual, employee-paid deductible of five hundred dollars (\$500) for individual coverage and one thousand dollars (\$1000) for family coverage. For Year 4 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: Employee co-pays shall be as follows:

- a.) Primary Care visits - \$25
- b.) Specialists - \$40
- c.) Urgent Care - \$50
- d.) Emergency Room - \$150
- e.) Prescriptions - \$7 for generic; \$25 for preferred; \$40 for non-preferred; \$65 for specialty.

C. 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 August 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. 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 of the annual cost of individual health coverage or three thousand five hundred dollars (\$3,500) for each full year waived and payable on the employee's bargaining unit position anniversary date.

B. Employees may choose to waive dental insurance coverage alone, in which case, there 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-CREF or VALIC, 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 chief executive officer 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 June 30, 2005. 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 June 30, 2005.

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 on June 30, 2005, 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.

2213 **II.** Spouses or dependent children of full-time MBUs may also apply, and if accepted, enroll
2214 tuition-free in any undergraduate degree program on any permanent campus maintained and
2215 operated by the University.
2216

2217 **A.** Dependent children shall be those natural, adopted or step-children of the MBU whom are
2218 either 23 or younger at the start of the semester in which enrolled or are living in the
2219 household of the MBU on a full-time basis and are legally dependent and declared as
2220 qualified by IRS regulations on the MBU's federal income tax return. Proof of dependency
2221 will be by submission, to the Department of Human Resources, in advance of request for
2222 tuition remission, of a true copy of either 1.) the dependent's birth certificate for a natural
2223 child, official adoption papers of a legally adopted child or both the birth certificate or
2224 official adoption papers and the appropriate marriage certificate between MBU and spouse
2225 for a step-child, or 2.) the MBU's most recent tax return and signed certification that the
2226 individual will be claimed as a dependent on the MBU's tax return during the entire
2227 academic year for which tuition remission is requested. If a dependent, as defined herein,
2228 ceases to be a dependent following the commencement of classes in any given academic
2229 semester, the dependent may finish the coursework and will be charged a prorated tuition
2230 based upon the period of dependency.
2231

2232 **B.** *"Any permanent campus maintained and operated by the University"* as set out in
2233 provisions I. and II. above, shall be defined as any location in which the University controls
2234 the utilization of the location, and is responsible for the maintenance, administration and
2235 delivery of both the program(s) of study and the operation in which the MBU seeks tuition
2236 remission under either provision a. or provision b. above, or both.
2237

2238 **III.** Acceptance into a course or undergraduate degree program is necessarily contingent upon
2239 availability of classroom space, and also upon University's assessment of the ability of the student
2240 to complete the course or program successfully. Failure of a course a second time will not be
2241 charged to the tuition remission benefit herein and will become the financial obligation of the
2242 MBU, spouse and/or dependent(s) who receive the second failing grade. Cost of books, supplies
2243 and fees are payable by the student.
2244

2245 **IV.** For University-authorized individual study courses, the employee shall pay forty percent
2246 (40%) of the tuition as set by University.
2247

2248 **V.** In the event that an MBU passes away while his/her spouse and/or dependent(s) are
2249 enrolled in a course of study and drawing tuition remission herein, the spouse and/or dependent(s)
2250 shall be eligible for continued tuition remission in accordance with this provision as follows:
2251

2252 **A. MBU's Years of Service & Tuition Remission Benefit**
2253

- 2254 1. 0 through 1st year: Spouse and/or dependent(s) may finish the
2255 semester in which enrolled tuition free.
2256
2257 2. 2nd through 4th year: Spouse and/or dependent(s) may finish the
2258 academic year in which enrolled tuition free.

2259
2260 3. 5th through 10th year: Spouse and/or dependent(s) may finish
2261 one additional academic year beyond the year enrolled at the
2262 time of death, tuition free.

2263
2264 4. 11 + years: Spouse and/or dependent(s) may finish their
2265 respective undergraduate course of study.
2266

2267 This benefit assumes, in all cases, a four (4) year undergraduate course of study. No tuition
2268 remission hereunder is available for studies beyond four (4) years.
2269

2270 **ARTICLE X**
2271 **WAGES**

2272
2273 **I. SALARY PROGRAM**
2274

2275 A. Each position represented by the Association as recognized by this collective agreement,
2276 shall, subject to the caveats below, maintain the following base wage rate:
2277

POSITIONS	BASE HOURLY RATE:
1. Transportation Shuttle Driver	\$11.96 - \$12.40 - \$12.80
2. Custodian	\$14.62 - \$15.64 – 16.74
3. Maintenance Specialist	\$19.96
4. Groundskeeper I / II	\$21.89 / \$20.80
5. Building Maintenance	\$23.17
6. Mechanical Maintenance	\$23.17
7. Mechanic II	\$23.17
8. Mechanic I	\$23.86
9.* III Apprentice	\$20.97
II Journeyman	\$23.86
I Master	\$24.72

2278
2279 *Electrician, HVAC Technician, Energy Controls Technician, Telecommunications
2280 Technician, Locksmith, Plumber and Carpenter.

2281
2282 Additionally, the rates set out for both Shuttle Drivers and Custodians are reflective of
2283 first year, second year and third year and thereafter rates subject to increases only as set
2284 out below.

2285
2286 Except for Custodian and Shuttle Driver positions, all MBUs who are newly hired into
2287 the bargaining unit will receive at least 80% of the hourly rate for the position in their

first year of bargaining unit employment, at least 90% of the hourly rate in their second consecutive year of bargaining unit employment, and the full hourly rate commencing their third consecutive year of bargaining unit employment.

On annual basis, the base wage rates listed above shall be positively indexed by a measure equal to the respective annual general wage increase listed in Article X.I. and Article X.I.E(2), (3), and (4).

B. Shuttle Drivers Equity Adjustments

1. Effective September 1, 2016, all shuttle drivers with one (1) continuous year of service as of that date shall be granted a positive equity adjustment in the form of a 2.5% increase to his/her base hourly wage rate.
2. Effective September 1, 2017, all shuttle drivers with one (1) continuous year of service as of that date shall be granted a positive equity adjustment in the form of a 2.4% increase to his/her base hourly wage rate.
3. Effective September 1, 2018, all shuttle drivers with one (1) continuous year of service as of that date shall be granted a positive equity adjustment in the form of a 2.3% increase to his/her base hourly wage rate.
4. Effective September 1, 2019, all shuttle drivers with one (1) continuous year of service as of that date shall be granted a positive equity adjustment in the form of a 2.2% increase to his/her base hourly wage rate.
5. The equity adjustments referenced in this section shall be applied to shuttle drivers' hourly base wage rates prior to application of any additional salary increases for which he/she might be entitled pursuant to section I.E below.

C. Wage Increases

- 1.) For each of the four (4) 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 base hourly rates for all employees whose base salary rate is below the rate listed in Section I.A. above;
- 3.) through Shuttle Driver equity adjustments as set forth in Section I.B. immediately above;
- 4.) through wage increases granted pursuant to Sections I.D. and I.E. below.

D. Year 1 -

- 1.) Within 30 days of the ratification and full execution of this Agreement, each member of the bargaining unit shall be granted a base wage increase of 1.25% of his/her annualized salary, based upon his/her hourly rate as of September 1, 2016. As applied to shuttle drivers, this increase will be calculated based upon the annualized rate after the September 1, 2016 equity adjustment referenced in Section B.1 above.

E. Years 2 (2017-2018); 3 (2018-2019) and 4 (2019-2020) – Wage Increases

1. Definitions: For purposes of this section, the parties agree to the following definitional terms:

“Consumer Price Index” or “CPI” is defined as the Bureau of Labor Statistics’ reported U.S. City average Consumer Price Index for All Urban Consumers (CPI-U) unadjusted for the 12 months ended December for the immediately preceding calendar year.

“Operating Surplus” is defined as the yearly consolidated net income (total operating revenues less total operating expenses) for the entire University as reflected on the University’s Consolidated Audited Financial Statements for a given fiscal year.

“Budget Reserve” is defined as a designation of University funding, established by the Board of Trustees, which is included in the University’s fiscal year operating budget to be applied toward emergency expenditures not known at the time of budget establishment and approval.

2. Year 2: Subject to the conditions specified within this section, effective September 1, 2017, all members of the bargaining unit shall be paid wage increases as follows:

Initial Base Wage Increase – all MBUs shall be granted an initial base wage increase of 1.75% or CPI, whichever is greater.

Supplemental Wage Increase – If the University concludes Fiscal Year 2017 with an operating surplus of between \$1,000,000 and \$1,500,000, then an additional .5% will be added to the Initial Base Wage Increase. If the University concludes Fiscal Year 2017 with an operating surplus of between \$1,500,001 and \$2,000,000, then an additional 1% will be added to the Initial Base Wage Increase. If the University concludes Fiscal Year 2017 with an operating surplus of \$2,000,001 or greater, then an additional 1.5% will be added to the Initial Base Wage Increase.

3. Year 3: Subject to the conditions specified within this section, effective September 1, 2018, all members of the bargaining unit shall be paid wage increases as follows:

Initial Base Wage Increase – all MBUs shall be granted an initial base wage increase of 1.75% or CPI, whichever is greater.

Supplemental Wage Increase – If the University concludes Fiscal Year 2018 with an operating surplus of between \$1,500,000 and \$2,000,000, then an additional .5% will be added to the Initial Base Wage Increase. If the University concludes Fiscal Year 2018 with an operating surplus of between \$2,000,001 and \$2,500,000, then an additional 1% will be added to the Initial Base Wage Increase. If the University concludes Fiscal Year 2018 with an operating surplus of \$2,500,001 or greater, then an additional 1.5% will be added to the Initial Base Wage Increase.

In the event the Year 3 general wage increase awarded is no greater than 1.75%, then all members' health insurance premium co-shares (as set forth in Sections 9.L.I.A.I or 9.L.I.B.1, as applicable) shall, for Year 4, be reduced by 1%, and Year 4 health insurance deductibles shall remain at the Year 3 levels (as set forth in Sections 9.L.I.A.2 or 9.L.I.B.2)

4. Year 4: Subject to the conditions specified within this section, effective September 1, 2019, all members of the bargaining unit shall be paid wage increases as follows:

Initial Base Wage Increase – all MBUs shall be granted an initial base wage increase of 1.75% or CPI, whichever is greater.

Supplemental Wage Increase – If the University concludes Fiscal Year 2019 with an operating surplus of between \$2,000,000 and \$2,500,000, then an additional .5% will be added to the Initial Base Wage Increase. If the University concludes Fiscal Year 2019 with an operating surplus of between \$2,500,001 and \$3,500,000, then an additional 1% will be added to the Initial Base Wage Increase. If the University concludes Fiscal Year 2019 with an operating surplus of \$3,500,001 or greater, then an additional 1.5% will be added to the Initial Base Wage Increase.

5. Additional Considerations

- a.) The Supplemental Wage Increases set forth in Sections E(2), E(3) and E(4) are predicated on the assumption that the established University budget reserves are at least \$750,000 in Year 2, \$1,000,000 in Year 3, and \$2,000,000 in Year 4. If, in any year, the budget reserve approved by the Board of Trustees is less than these assumed figures, then the thresholds necessary to achieve the Supplemental Wage Increases identified above will be lowered correspondingly (i.e., by the same percentage difference between the assumed budget reserve stated above and the actual budget reserve). Conversely, if in any year, the budget reserve approved by the Board of Trustees exceeds these assumed figures, then the thresholds necessary to achieve a Supplemental Wage Increases identified above will be increased correspondingly (i.e., by the same percentage difference between the assumed budget reserve stated above and the actual budget reserve).

- b.) If, in a given year, the operating surplus is less than the approved budget reserve from the prior year, the Initial Base Wage increase will be correspondingly reduced by a measure of the percentage change between the operating surplus divided by the approved budget reserve. Notwithstanding any such reductions made pursuant to this paragraph, the Initial Base Wage increases will be no less than 1.75% in Year 2 and no less than 1.5% in Years 3 and 4.

6. Year 4 – Wage Re-Opener

- a.) Subject to the following considerations, either party to this Agreement may, at the beginning of Year 3 (after July 1, 2018 but before September 1, 2018) and upon written notice to the other, reopen negotiations on the issue of Year 4 wages only.
- b.) The Association may request re-opener pursuant to this provision only if, during the term of this Agreement, another RWU bargaining unit either: a.) successfully negotiates a higher guaranteed Initial Base Wage under the same compensation model as set forth in within this Section, or, b.) successfully negotiates guaranteed wage increases that, at the time of the reopener request (i.e., at the beginning of Year 3), is higher than those realized by the bargaining unit covered by this Agreement during the same period of time. The University may request a reopener subject to the scope, timetables and processes specified herein if it elects to do so.
- c.) Negotiations reopened pursuant to this section shall commence on or before 30 days from the time that the notice of request to reopen is served on the non-requesting party, and shall continue for a 90 day period thereafter. Should negotiations be reopened pursuant to this section, the parties shall meet for purposes of negotiating in good faith at least once every seven days unless they mutually agree otherwise.
- d.) Should negotiations be reopened pursuant to this provision, the terms above shall remain in force and effect until such time as agreement is reached in accordance with the parties' rights and responsibilities under law. If upon conclusion the 90-day period, no agreement is reached, this Agreement's existing covenants shall remain in full force and effect.

F. Shift Bonus: For each year of this Agreement commencing July 1, 2016 for annually paid bonus in the first full payroll of each successive July during the term of this Agreement, a second and third shift bonus will be paid out to all employees who work either the second or third shift as scheduled by the University in the amount of two hundred dollars (\$200) for a full year on second shift and four hundred dollars (\$400) for a full year on third shift, and further rounded for all those who worked either shift but less than a full year by rounding to the nearest one twelfth (1/12th) of service over the past year.

2466 **ARTICLE XI**
2467 **MISCELLANEOUS**

2468
2469 **Section 11.A. Chief Steward**
2470

2471 The Association shall have a Chief Steward who shall have super seniority in his or her
2472 classification for purposes of layoff, provided he/she has the necessary skills and qualifications.
2473 The Chief Steward, wishing to confer with an employee on business of the Association
2474 represented bargaining unit during working hours shall make arrangements to do so with the
2475 Director of Facilities Management or his designee or his supervisor. The Chief Steward or his
2476 designee (in the absence of the Chief Steward and upon notification to the University in writing)
2477 shall be allowed, subject to prior arrangements with the Director of Facilities Management or his
2478 supervisor, without loss of his pay, a maximum of eight (8) hours of regular working time per
2479 month excluding arbitration and/or Labor Board hearings to conduct bargaining unit business.
2480

2481
2482 **Section 11.B. Payroll**
2483

2484 Payroll for members of the bargaining unit who work on the second (2nd) and third (3rd)
2485 shifts shall be distributed on the Thursday before the Friday payday, provided no complications
2486 develop with University's bank processing of the University's payroll, or the cashing of payroll
2487 checks prior to the date on the check.
2488

2489 **Section 11. C. Gender Neutrality**
2490

2491 Whenever the masculine or feminine pronoun is used, it shall refer to either gender unless
2492 the context would otherwise require.
2493

2494 **Section 11. D. Shuttle Drivers' Handbook**
2495

2496 Appendix B, attached hereto and incorporated herein, is the governing Shuttle Drivers
2497 Handbook and supplements the CBA concerning Shuttle Drivers' operations protocol and
2498 parameters.
2499

2500
2501 **ARTICLE XII**
2502 **ENTIRE AGREEMENT & PAST PRACTICES**
2503

2504 The terms and conditions of employment expressed herein constitute the entire agreement
2505 between the Association and the University. Any and all amendments to this Agreement shall
2506 only be binding upon the University and/or the Association if those amendments are in a written
2507 document, duly signed by the University, through and only through its President or General
2508 Counsel and by the Association, through and only through its duly authorized agent as registered
2509 in writing with the University's Office of General Counsel. There are no "past practices" either
2510 of binding or of persuasive authority; concerning this Agreement and concerning the governing
2511 terms and conditions of employment of Association represented employees.

2512 **ARTICLE XIII**

2513 **EFFECTIVE DATE AND DURATION OF AGREEMENT**

2514
2515 Except as otherwise indicated, this Agreement shall become effective as of the date it is
2516 ratified and shall continue in effect until midnight August 31, 2020 and thereafter from year to
2517 year, unless terminated by notice in writing given by either party to the other, not less than sixty
2518 (60) calendar days prior to August 31, 2020, or prior to the end of any subsequent year of the
2519 existence of this Agreement. Any such notice of termination shall contain changes or
2520 amendments desired by the party giving such notice as a condition of the execution of a new
2521 Agreement, and conferences shall be arranged and undertaken within thirty (30) calendar days
2522 after service of such notice looking to the execution of the new Agreement.
2523

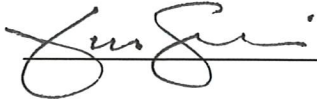
2524 The parties acknowledge that during the negotiations which resulted in this Agreement,
2525 each has had the unrestricted right and opportunity to present demands and proposals with
2526 respect to any matter subject to collective bargaining. Therefore, the University and the
2527 Association agree that during the period of this Agreement, neither party shall be obligated to
2528 bargain with respect to any matter or subject not covered or referred to in this Agreement, except
2529 in the manner and the context specified herein.
2530

2531 Pending negotiations for proposed changes during the period of this Agreement, neither
2532 party shall alter the negotiated wage scale or working conditions existing under this Agreement,
2533 or utilize any coercive or retaliatory measures to compel the other party to accede to its demands.
2534


2535 [SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, each by its officers thereunto duly authorized, this 5th day of January, 2017.

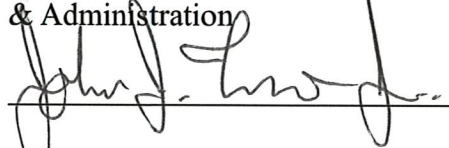
FOR THE UNIVERSITY



Joseph Sassi, Esq.
Associate General Counsel
Chief Negotiator

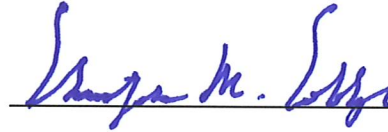


Jerome F. Williams
Executive Vice President, Finance
& Administration



John J. Tameo, Jr.
Director of Facilities Operations

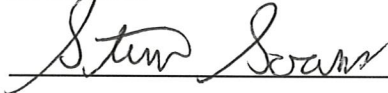
FOR THE ASSOCIATION



Christopher Cobleigh, Esq.
Assistant Executive Director, NEARI
Chief Negotiator




Joseph Folcarelli
Chief Steward
Locksmith



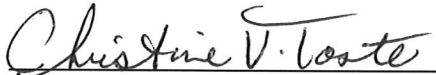
Steven Soares
Custodian



Matthew Rielly
Groundskeeper



Kyle Desmarais
Electrician II



Christine Toste
Shuttle Driver



Edward Chase
Maintenance Specialist

APPENDIX A

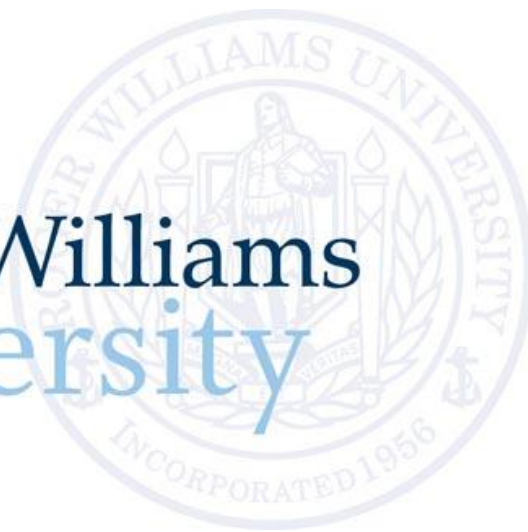
Roster of Positions*

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

Updated August, 2011

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 ½ a tank of fuel; there are times when fueling is impracticable but should not become an accepted practice (when the tank is less than ½ 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: _____

