

**THE
ROGER WILLIAMS UNIVERSITY
PROFESSIONAL SUPPORT STAFF ASSOCIATION
NEARI/NEA
2016-2020**

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

**In

BRISTOL, RHODE ISLAND**

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PREAMBLE

The Board of Trustees of Roger Williams University and its executive administration, hereinafter called University and the Roger Williams University Professional Support Staff Association NEARI/NEA, hereinafter called PSSA, enter into this Agreement for the purpose of establishing a harmonious and cooperative relationship between University and the PSSA by providing procedures which will facilitate free and frequent communication between the University and its staff. In order to ensure true collective bargaining and fair and appropriate wages, hours and working conditions, the parties to this Agreement pledge considerate and courteous treatment of each other at all times.

ARTICLE I **RECOGNITION**

The University recognizes the PSSA as the sole and exclusive bargaining agent for all employees within the bargaining unit certified by the Regional Director of the National Labor Relations Board in Case No. 1-RC-15,989.

The University shall not bargain individually or collectively with any MBUs concerning any mandatorily negotiable terms and conditions of employment, except through the authorized representatives of the PSSA.

ARTICLE II **NON-DISCRIMINATION CLAUSE**

The provisions of this Agreement and all correlative employment practices shall be applied without discrimination against any employee on the basis of race, color, religion, national or ethnic origin, age, sex, sexual orientation, gender expression or identity, disability, veteran status or any other legally protected basis as defined by law and unless otherwise prohibited by applicable law.

The University and the PSSA agree that no employee shall be discriminated against on account of his/her membership in, or activities on, behalf of the PSSA or the exercise of his/her rights under law.

The parties to this Agreement covenant to treat each other with respect

ARTICLE III **ASSOCIATION MEMBERSHIP**

- I. No employee governed by this Agreement (MBU) shall be required to join 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. The University agrees that it will provide newly hired MBUs, in their written offers of employment, a link to the RWU webpage on which this Agreement appears.

- 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. 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 Office of General Counsel (OGC).
- 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 OGC. The collection of either Association Dues or Agency Fee Charges shall be from payroll deduction by University's Finance Division of University service, acting for University and on behalf of the Association as follows:
- A.** Following completion of the probationary period of employment, 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 the Payroll Office within the Finance Division ("PR"). This deduction procedure shall continue until Association Dues are voluntarily invoked by the MBU in accordance with provision B. below.
- B.** New Association members' Dues will commence being deducted in the first full pay period following both successful completion of the probationary period of employment and the PR's receipt of a written, signed authorization by an MBU to deduct Association Dues, including the amount to be deducted on a biweekly basis for each Association member as designated in provision A. above.
- All Association Dues deductions will continue, unless and until the PR receives written, duly-signed notification from either the Association

member or the Association itself directing a change be made in accordance with Association regulation.

- C. Implementation by PR of changes in directed deductions as invoked by the Association in accordance with this ARTICLE, shall be made as soon as practicable but no later than the second full payroll following formal notice of a change in the biweekly Association Dues or Agency Fee Charge. Association shall be responsible for notifying all members of the bargaining unit of the changes invoked by the Association in advance of implementation by PR.
 - D. All Association Dues and Agency Fee Charges, deducted in accordance with this provision will be deposited in the Association-directed account on a monthly basis with a corresponding report of said activity provided to the Association's Treasurer. The monthly report shall identify payors of all Association Dues and Agency Fee Charges, along with the individual and composite amounts deducted. The report will also identify all newly hired employees, with their position title, wage rate and date of hire.
- IV. University, through its Office of General Counsel, and the Association, through its Association President and/or Treasurer will, in good faith, entertain and respond to questions and concerns from MBUs as to policy and procedure concerning Association Dues and Agency Fee Charges.
- V. The Association and University agree that any and all liability and costs incurred as a result of University's good faith, intended compliance with this section shall be borne exclusively by the Association. This means that, except in the case of intentional misconduct or wanton, reckless disregard for the liabilities and associated costs of noncompliance, the Association holds University harmless for any and all liabilities and costs incurred as a result of its administration of this ARTICLE of the collective agreement.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

I. Use of Facilities/Meeting & Investigation Protocol

The Association shall have the right to reasonable use of University facilities for conducting meetings and other legitimate business of the bargaining unit, provided the Association gives the University, through the Office of Human Resources (HR), reasonable advance notice of its request and follows the time and place protocol as directed by HR. The facility provided will be at the reasonable discretion of University as to time and place. While use of the facilities will normally take place during the normal University working hours, facilities may be used after normal hours, provided the University is not required to incur additional expense. The President of the Association or his/her designee shall have the right to investigate

formally filed grievances or complaints in their initial stages on any University campus at reasonable times, in accordance with that protocol set out by HR which will ensure that there is no interruption in the normal University operation or unreasonable interference with the work of any member of the bargaining unit.

II. Attendance at Formal Labor Proceedings

If the negotiation sessions, grievance hearings, and/or arbitration proceedings are scheduled during the University day, not more than four (4) members of the bargaining unit (MBUs) shall be released from assignments to attend such sessions. The University agrees that the Association may call additional MBUs as necessary, under the circumstances, for testimony, consultation or certification. If they are necessary, they will be called from their work station when needed for such proceedings.

III. Use of Equipment & Bulletin Board(s)

The Association shall be allowed to use University equipment, limited to standard electronic communication and duplicating machines, including Xerox and/or photocopying machines, at a cost determined by the rate charged to the budgets of internal units. The use of such equipment shall be confined to non-work periods and shall not be used to prepare actions against or adverse to University except that grievances may be written and filed in good faith.

The Association shall have the right to use a portion of the HR bulletin board for Association purposes. Material critical of, adverse to, or uncomplimentary concerning the University, including its management, agents and/or its Trustees will not be put on the Association bulletin board.

IV. Provision of Information to Association

The Association may have access to information relative to names, addresses, disciplinary history, salary and salary history of all MBUs.

Additionally, the University agrees to furnish the Association with a list of all senior administrative personnel, including titles and basic area of responsibility. Such information will be made available to the Association after at least four (4) weeks' advance notice of request.

The Association agrees to furnish the University with a list of names and addresses of all officers and representatives of the Association.

ARTICLE V
MANAGEMENT RIGHTS

Except as specifically and expressly otherwise provided for in this Agreement, University retains and reserves all powers, rights, and authority vested in it as an employer which it possessed but for the execution of this Agreement, which the PSSA recognizes as being exclusively in University, provided only that the exercise of such powers, rights, and authority may not be accomplished in violation of any of the specific and express terms and provisions of this Agreement.

ARTICLE VI
STRIKE-LOCKOUT

It is agreed between the PSSA and the University that during the term of this Agreement or any renewal, or extension hereof, whether or not there be a grievance dispute pending, there shall be no strike, lockout, slow down, or stoppage of work, sit-in, demonstration, display, banner, picketing, advertisement or other concerted activity which may impair the normal operation of the University.

ARTICLE VII
DISPUTE RESOLUTION & DISCIPLINE

Section 7.A. Labor/Management Forum

- I.** A committee consisting of University and the PSSA Executive Committee may meet for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise.
- II.** Either party to this Agreement may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Request by the PSSA for such a meeting will be made to the Office of General Counsel.

Quarterly, in March, June, September, and December, the University and PSSA will meet to review issues of importance and/or concern to seek proactive resolution to those issues.

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 four (4) MBUs may attend such meetings unless the University, at its discretion, authorizes more, following its determination that more are necessary to fulfill the purpose and efficacy of the meeting. MBUs who attend such meetings

during their scheduled work shift, shall be granted time off to attend without loss of pay.

Section 7.B. Grievance

I. Definition of Grievance

A grievance is a complaint by one or more MBUs or the National Education Association

that there has been a misinterpretation, misapplication or definitive violation of any term(s) of this Agreement or an applicable University policy or that one (1) or more MBUs have been treated so inequitably that such treatment constitutes a violation of this Agreement.

- A.** Inequitable treatment is defined, for purposes of this provision, 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.

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 PSSA; the representatives of both agree to make prompt and earnest efforts to settle grievances. No reprisals of any kind shall be taken against any MBU for filing or participating in any grievance. Except as otherwise provided herein, all grievances shall be handled as follows:

Step 1: The PSSA on behalf of the grievant and/or MBU grieving, shall submit the grievance to the MBU's identified manager 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, the contract provision and/or policy affected, the facts compelling a remedy, and the remedy sought. The manager shall have the option to meet with the grievant for clarification and resolution and/or to give a written answer to the written grievance within ten (10) calendar days of receipt of the written grievance.

Step 2: If the matter is not settled at Step 1, the PSSA, within ten (10) calendar days after receipt of the written answer from the manager or within ten (10) calendar days after the answer is due, may request, in writing, a meeting with the identified Chief Human Resource Officer (CHRO) or the CHRO's designee, to take place within seven (7) calendar days of said request. The grievant may attend this meeting at the request of either party. The written grievance must be copied to the Office of General Counsel and must state the reason the Step 1 decision is not satisfactory. The University's final decision shall be given in writing within fifteen (15) calendar days after the meeting.

Step 3: If the PSSA is not satisfied with the disposition of the grievance by the CHRO or if no disposition has been made within fifteen (15) business days after the meeting, the grievance will be referred to the Federal Mediation and Conciliation Service (FMCS) for grievance mediation, which will begin as soon as can be mutually scheduled, but (subject to FMCS Mediator availability) no later than thirty (30) days after such referral. Any discussions or communications that occur between the parties during such mediation shall be confidential and shall not be cited to or offered as evidence and admissible in any court or arbitration proceeding. The parties may, upon notice and mutual agreement in any given case, waive the requirements of Step 3 and proceed directly to Step 4.

Step 4: If settlement is not reached at mediation, the PSSA may, within ten (10) working days after the mediation's closure (or, if mediation waived by the parties, within ten (10) working days of the date of the Step 2 decision's issuance, or within ten (10) working days of the date that disposition should have been rendered, whichever is sooner), the grievance may be submitted by the PSSA to arbitration before an impartial arbitrator under the rules of the American Arbitration Association. Subject to those limitations stated herein, the appointed arbitrator's decision shall be final and binding upon both parties. The arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall likewise govern the arbitration procedure. The arbitrator shall not add to, subtract from, change or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties.

III. Restriction on Settlement

The PSSA and the University jointly acknowledge that there may be no settlement of a grievance at any step of this procedure without formal, fully executed, written agreement by both the University and the PSSA through its expressly identified designees for settlement. Proposed but failed settlement of any such grievance at any step may not be used as evidence of any kind in any proceeding against any party.

IV. Pay for Grievance Time

Where Steps 1, 2, 3 and 4 of the grievance procedure take place during working hours, time incurred during a scheduled work shift of the President or any grievant as a result of their attending a grievance hearing or formal arbitration hearing during work hours will be fully paid release time from their work shift.

V. Time Limits

Grievances must be filed, in writing and advanced by the grievant within the time limits set out at each step of the procedure above. Failure to advance a grievance within the time limits set out herein shall invalidate the grievance. Failure by the University to respond in a timely manner to a grievance at any level of the procedure shall be considered a denial within the time limits set out above, thereby authorizing the grievant and/or the PSSA to advance the grievance in a timely fashion. The time limits set out in this grievance procedure may be extended by mutual written agreement of the parties.

VI. General Consideration

- A.** A grievant may, at his/her election, be present at all steps of the grievance procedure.
- B.** A grievance may either be filed by an MBU or multiple MBUs contending the same misapplication, misinterpretation or violation of the Agreement or it may be filed by the PSSA when the PSSA contends that the grievance is directly applicable to more than one MBU, demanding remedy for each.

Section 7.C. Discipline and Discharge

- I.** A disciplinary measure imposed upon a non-probationary MBU may be processed as a grievance as set out above.
- II.** Discipline under this Agreement is the formal imposition upon a non-probationary MBU of a written reprimand, a suspension without pay or discharge for cause. A pre-disciplinary warning does not constitute discipline under this Agreement.
- III.** The University will not suspend or discharge a non-probationary MBU without just cause. A non-probationary MBU will not be formally reprimanded arbitrarily or capriciously. All formal suspensions or discharges will be in writing to the MBU affected and copied to the PSSA Grievance Chairperson. A non-probationary MBU who is discharged may file a grievance at Step 2 of the grievance procedure set out above.

Any suspended or terminated MBU who is reinstated with back-pay by University or an arbitrator, in accordance with this Agreement, will have their earnings offset by both unemployment benefits received and any interim earnings.

- IV.** Where circumstances warrant, including the nature and severity of an MBU's unacceptable conduct, progressive discipline will be utilized.

- V. It shall be the University's responsibility to demonstrate a level of misconduct or incompetency of service, including non-performance, warranting the discipline imposed.
- VI. Pre-disciplinary warnings committed to an MBU's personnel file will be removed from such file if there are neither any recurrences of pre-disciplinary or disciplinary offenses over a twelve (12) month period of time from the insertion of the warning in an MBU's personnel file nor any similar, specifically identified performance deficiencies in an MBU's file, including any official evaluation during that same time period.
- VII. An MBU may review the contents of his/her personnel file at any time upon reasonable notice to the Department of Human Resources and under procedures reasonably invoked by the Department of Human Resources. At reasonable times any MBU may examine and reproduce, at her/his own expense, any document in her/his file. The MBU may comment on material in her/his file and attach such comment thereto. An MBU shall have the right to have a PSSA representative of her/his own choosing present while examining her/his personnel file.

ARTICLE VIII **HEALTH & SAFETY**

Section 8.A. Compliance & Enforcement

The University shall continue to enforce, and all MBUs shall continue to comply with all legal regulations governing the health and safety of working conditions at the University. MBUs shall immediately report, to their manager or designated chair of the University Safety Committee, any condition that they are aware of and believe to be unsafe or in violation of standing health and safety regulations of the University. Additionally, MBUs shall report any injuries sustained or witnessed at the University in accordance with direction given by the University. Failure to observe published safety rules may lead to disciplinary action up to and including termination.

Section 8.B. University Safety Committee

The PSSA will appoint an MBU to the University Safety Committee to represent the interests of the bargaining unit.

Section 8.C. Emergency Closing Policy

- I. The University may, from time to time, officially close its operations in whole or in part, following procedures outlined in the Contingency Plans for Emergency Closing, in response to unusual conditions or unanticipated occurrences emanating from internal or external factors and rendering the University, or a part thereof, unfit for regular operations. The authority to close operations is vested in and

restricted to, the President or the President's express designee and shall be communicated to all MBUs through normal channels (e.g. electronic mail or voicemail).

- A.** An emergency closing may, but need not be effected University-wide. It may also be regional to a building, area or part thereof (*e.g. loss of power*) and/or it may be functional to a group, operation, or event (*e.g. cancellation of classes*).

 - 1.** When conditions exist that warrant the suspension or closure of all University operations, all MBU's (other than those expressly designated as Essential Services Personnel) shall be released from the obligation to report to work and shall be compensated at their regular hourly rate for such released period. In the event of a suspension or closure of University operations, the University's liability to compensate MBUs will cease after MBUs are paid five (5) consecutive days during which the MBU is released from work reporting as regularly scheduled.
 - 2.** When conditions exist that warrant the cancellation of classes, but all other campus operations remain open and functioning, all MBUs scheduled to work shall report for and/or remain on duty as usual. Cancellation of all classes covering an MBU's entire work shift for anticipated, extreme weather conditions only, constitutes authorization for utilization of a vacation day (or, if available to the MBU, a personal day) at the sole option of the MBU, even if the MBU is not relieved of reporting to work as part of the University declaration.
- II.** An emergency closing may be declared at any hour of the day, with immediate notification to the PSSA President, and shall remain effective for the period specified by said authority or in the absence of a specified period, for seven (7) hours from the time the closing is declared.
- III.** All MBUs otherwise covered by the declaration but directed in a manner consistent with this Article to report or remain at work during an emergency closing, and only such MBUs, shall be considered "essential services MBUs" for the period in question, and shall receive double their regular rate of pay for that period of actual work reporting, during the University-declared emergency closing. Designation of employees as "essential services MBUs" shall be made by the Executive Vice President for Finance and Administration or, depending on the nature of the emergency, the appropriate divisional Vice President.

- IV.** When closing is regional to a building, area or part thereof and the University provides alternative work sites for affected individuals, those MBUs 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). Performance expectations will be commensurate with the alternate work environment provided.
- V.** Specific circumstances and operational needs may dictate express designation, on a case-by-case basis, of other MBUs. Specially designated essential services MBUs will be notified as far in advance as practicable of essential services designation, but advance designation is not always practicable, given the scope and nature of potential emergency closings. Those designated MBUs are then governed by those reporting and pay parameters of essential services MBUs. Unless MBUs, designated herein as “essential services MBUs”, specifically and expressly relieved of that designation in writing, they are and shall remain, essential services MBUs.
- VI.** When an MBU is otherwise absent from the University in a pre-approved (or otherwise authorized) paid leave, and accordingly charged paid accrual from an appropriate benefits bank, and a functional, regional or University-wide closing applicable to the MBU, is effected on the same day as the pre-approved paid absence, only that time (on an hour-for-hour charge, for those eligible for overtime, or a half-day charge for all others) that the University is open for regular reporting from such individual had he/she not been on an approved leave, will be charged from the pre-approved or otherwise authorized paid benefits bank.
- A.** For any MBUs not entitled to overtime by law, should there be any, the half-day charge will be incurred where the closing is two (2) hours or more and the full day charge will be incurred where the closing is six (6) hours or more.
- VII.** When the University is not closed in accordance with this and/or other official policy and regulation or when an otherwise acceptable, excused absence from employment, in accordance with controlling policy, is not properly utilized, all MBUs are expected to report to work in a timely fashion. Failure to report, due only to serious weather conditions or other real and demonstrable impediment, that could not reasonably have been avoided, shall result in either the subject MBU utilizing his/her choice of available vacation or personal leave accrual to account for the absence or where mutually agreeable with the manager, adjusting the reporting shift for the day, remaining later to account for the late arrival when such scenario is factually applicable. If shift adjustment is not mutually agreeable and if there is no available vacation accrual, the excused absence will be unpaid. This clause does not authorize unpaid leave absent vacation or personal leave accrual. It excuses, on an otherwise unexpected exception basis, reporting for work due to a one-time unforeseeable circumstance that could not reasonably have been avoided.
- A.** In the event of a non-reporting, due to inclement weather or other real and demonstrable impediment that could not reasonably have been avoided,

making it virtually impossible to report, non-exempt MBUs will be charged accrued time on an hour-for-hour exchange of absence and paid accrual. Exempt MBUs, should there be any, shall be charged the nearest half day of paid accrual for the absence as rounded to the half day.

- VIII.** If an MBU who resides in a state other than Rhode Island would, in order to report to duty as scheduled on a day when all University operations are not suspended or closed, be required to transgress a weather-related emergency travel ban issued by a duly-authorized governmental entity of that MBU's home state, that MBU shall be excused from the obligation to report and shall be compensated at the regular rate of pay. Any MBU seeking to invoke this provision shall, upon request of the University, furnish satisfactory evidence to validate the establishment and duration of the governmental travel ban and the associated circumstances which prevented the MBU from reporting for duty as scheduled.

Section 8.D. No Smoking Policy

- I.** 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 MBU 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 MBU to observe this policy. Questions, concerns and reports of violations should be directed 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. Concerns by or involving all students of the law school should be directed to the Law School's Dean of Students.

New personnel shall be informed of the smoking policy during orientation and/or through dissemination of this policy.

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.

Section 8.E. Office Conditions

I. Temperature & Air Circulation

All work areas assigned to MBUs will be provided with natural or mechanical systems of air circulation. The University will make reasonable efforts at all times to maintain inside work area temperatures between sixty-five degrees (65°) Fahrenheit and eighty degrees (80°) Fahrenheit to allow MBUs to comfortably perform their work. In the event that an unforeseen and unintended circumstance, such as but not limited to, a power failure, occurs, rendering a work area not reasonably habitable for any extended period of time, the University will address the situation consistent with the Emergency Closing Policy set out in Section 8.C. above.

- A.** An "extended period of time", for purposes of this provision only, shall be two (2) or more hours.

II. Washroom and Work Break Facilities

To the extent practicable, washroom and work break facilities will be housed within or physically adjacent to the MBU's regularly assigned building(s) of work. The University shall provide MBUs with toilet and washroom facilities, including uncontaminated hot and cold water within reasonable access to the MBU's work area. If such toilet and washroom facilities are not located either within or physically adjacent to the MBU's regularly assigned building(s) of work for any period over two (2) months (default period), the break time afforded each MBU so affected will be extended to three (3) per seven (7) hour workday for the duration of the default period.

III. Break Areas

While current available space in which to provide private or semi-private facilities for contractually authorized breaks (See ARTICLE X, Section 10.E.), including lunch breaks, is scarce, no MBU will be required to remain at their assigned work station during authorized breaks.

ARTICLE IX
LEAVES OF ABSENCE

Section 9.A. Family Leave Policy & Procedure

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

I. Available Leave

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

- A.** Birth and child care of an MBU'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 MBU.
- E.** Qualifying exigency arising out of the fact that the spouse, child(ren), or parent of a MBU is (i) a servicemember who is on active duty in a foreign country, or notified of an impending call or order to active duty in a foreign country, as a member of a reserve component of the Armed Forces in support of a contingency operation; or (ii) a servicemember who is on active duty in a foreign country, or notified of an impending call or order to

active duty in a foreign country, as a member of a regular component 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 MBU.

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

II. Leave Limitations

- A.** Leave under provisions I. A., B., C., D., and E. above qualify for leave up to twelve (12) weeks alone or in combination with each other during each defined twelve (12) month period set out below and also qualify for the alternate year extension from twelve (12) to thirteen (13) weeks if the thirteen (13) weeks are consecutive. Leave under provision I.F. above qualifies for leave up to twenty-six (26) weeks alone or in combination with provisions I.A., B., C., D., and E. during each defined twelve (12) month period set out below.
 - 1.** All other qualifying conditions being met, an MBU may be able to take both up to a twelve (12) week leave under this policy and governing law and a thirteen (13) consecutive week leave within the same year if the up to twelve (12) week leave is for any reason other than to care for parents-in-law and an MBU otherwise qualifies for a thirteen (13) consecutive week leave to care for a parent-in-law under provision I.C. above.
- B.** While the University may, at its complete discretion, or under other express, governing policies of employment, authorize leaves of absence, either of greater duration or for other purposes, the foregoing represents the maximum amount of leave, either alone or in combination, under this policy and governing State and Federal law.

- C.** For leaves taken pursuant to provision I. A. or B. above, the maximum twelve (12) week period must commence prior to the child's first year following birth (I.A.) or prior to the first anniversary date of an adoption or foster care placement (I.B.).
- D.** The twelve (12) week period amounts to sixty (60) workdays that may be taken as set out in provision II.F. below.
- E.** The twenty-six (26) week period amounts to one hundred thirty (130) work days that may be taken as set out in provision II.F. below.
- F.** The twelve (12) week leave or twenty-six (26) week leave may be taken on a consecutive week, intermittent week or reduced-time basis as follows:

 - 1.** Intermittent leave consists of at least one (1) week intervals that are not necessarily consecutive, and within the twelve (12) month period. Intermittent leave may only be scheduled and taken with the consent of the University, when invoking leave under provisions I. A. or B. above.
 - 2.** Reduced-time leave consists of a work reporting schedule that allows a shortened workday or shortened workweek. Reduced-time leave may only be scheduled and taken with the consent of University when invoking provisions I. A. or B. above. An MBU on reduced-time leave, following exhaustion of paid leave accrual, may, at the discretion of the University, be transferred for the term of leave, to another position of equivalent pay and benefits that better accommodates the University. Leave under this provision shall be accounted for and charged on an hour for hour basis.
 - 3.** Requests for reduced-time leave or intermittent leave under provisions I. A. and/or B. above, shall be forwarded to the Department of Human Resources for a case by case review and determination following consultation with the department head (or other appropriate supervisor) of the applicant.
 - 4.** All leaves, for all reasons, are predicated upon the MBU providing the University as much notice as possible. Absent extraordinary circumstances, at least fifteen (15) days advance notice of leave is required. Failure to provide such notice except where appropriately waived, may result in a delay in commencement of leave at the University's discretion, if otherwise entitled, for the requisite fifteen (15) day period.

III. Leave Validation

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

- A.** Both provision I. A. and B. leaves must be validated, at the University's request, as to the enabling facts of the leave. For example, it must be established by the applicant for leave hereunder that he/she is the parent, within the express meaning of that term as hereinafter defined.
- B.** Leave, under provision I. C. and I.F. above, must be validated by a written certification from a qualified, licensed, health care provider, that the MBU is needed and able to provide care directly related to and on account of an acutely or chronically debilitating health condition requiring hospitalization and/or continuing licensed health provider intervention and treatment. The certification must also specify the debilitating condition and the prognosis for abatement or recovery with medical opinion as to time anticipated for abatement or recovery. The Association President shall be notified, by the University, concurrent to the MBU's notice of need for written certification. Finally, upon request by the University, the MBU must validate, through reasonable means, the enabling family relationship. The Association President shall be copied on all certification requests by the University of an MBU. Nothing herein relieves an MBU of the responsibility to provide certification(s) in accordance with this policy.
- C.** Leave, under provision I. D. above, must be validated by a written certification of expert opinion by a qualified, licensed, health care provider, describing, with reasonable specificity, the debilitating illness or other work debilitating health related condition as well as its disabling onset, affect and anticipated duration.
- D.** Leave, under provision I.E. above, must be supported by a certification issued at such time and in 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 MBU's submitted validation shall result in leave validation. An opinion

dissenting from the MBU's submitted validation shall result in referral, as set out hereunder, to a third, independent healthcare 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 MBU-selected health care provider and the University-selected health care provider. Failing agreement, referral shall be by agreement of the MBU 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 (7) 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.
 - a. In the event of incapacitation of the MBU for the period allowed for cure of an insufficient certification, the time will be extended for a reasonable period of time under the prevailing circumstances but not to exceed an additional fourteen (14) days.

G. While an MBU 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 MBU'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 MBU 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 officers of the University with a need to know the certified rationale, including by way of illustration, the President, Chief Human Resources Officer, Executive Vice President for Finance & Administration, and members of the Office of General Counsel or their express designee(s). The MBU 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 MBU's disclosure.

IV. Leave Prerequisites

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

1. An MBU 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 MBU 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 MBU 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 MBU requesting leave must have actually worked for one thousand five hundred sixty (1,560) hours as prerequisite for the leave.
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 (an average of thirty (30) hours of work per week 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) workweeks (130 days), or thirteen (13) consecutive workweeks 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 MBU must charge accrued sick leave. For leave under provisions I.A., B., C., D., E., and F. above, an MBU 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 MBUs.
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 MBUs of the University.

B. Health Benefits: Health benefits coverage in effect and covering the MBU 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 MBUs on leave shall be governed by the provision applicable to the leave. If, for example, the MBU 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 MBU 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, with the MBU’s assent, to an equivalent position with equivalent pay and benefits unless the MBU would have been terminated in the absence of any leave (e.g., layoff, just cause independent of the leave, or natural term expiration of a terminal or temporary position of employment). Any unconditional pay increases which may have

occurred during the family leave period will be implemented upon the MBU's return to employment.

VII. Definitions

- A. Child:** A child is the biological, adopted or formally placed, foster care child, step child or legal ward of the MBU 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 MBU requesting leave, as defined by University policy and covered by University procured health insurance carrier applicable to MBU. Where spouses are both employees of the University, leave under provisions 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 employees 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; and/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 in the Armed Forces (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; and/or a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period described in provision VII.G. below, in the line of duty on active duty in the Armed Forces (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 and 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 MBU 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 MBU.
- 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; or (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 period of five (5) years preceding the date on which the veteran undergoes that 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 MBUs and shall be administered consistent with other University policies, including collectively negotiated policies, and the law.

Section 9.B. Sick Leave

I. Utilization Standards

A. Interpretation

Sick Leave is a paid personal benefit that is accrued with active employment and shall be construed consistent with the University's Family Leave Policy. Under certain conditions as set out in the Family Leave Policy, 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 the Family Leave Policy, family leave is available for use, but sick leave is not and will not be used. Any conflict which arises between the Family Leave Policy and this provision will be resolved by subjugating this provision to that of the Family Leave Policy.

B. Accrual

Sick Leave shall be acquired through accrual of time on a monthly basis following the passage of any applicable probationary period. Accrual shall continue on a monthly basis, for each month of active employment, until the accrual cap is reached, at which time accrual stops until depleted through proper utilization.

1. "Active employment", for purposes of this provision only, shall be defined as either actual work reporting as scheduled, University authorized, paid leave utilization or formally authorized Workers' Compensation.
 - a. In the case of authorized Workers' Compensation absence, sick leave will accrue but may not be used and will not be paid unless and until an MBU returns to his/her former position and actually works as scheduled for a minimum of thirty (30) working days.
2. Sick leave will not accrue during a period of employment except active employment, as defined above.

C. Utilization

1. Sick leave may be utilized by MBUs when they are unable to perform their work by reason of work disabling, personal illness, injury or exposure to contagious disease or for the attendance of the MBU upon a member of the immediate family who is seriously ill, or injured or whose spouse is hospitalized due to pregnancy.

a. Procedure

Seriously ill or injured 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.”

2. Sick leave is accrued and will be charged by the hour.
3. There is no sick leave absent accrual. Therefore, an MBU who has exhausted his/her sick leave is not entitled to a leave of absence except and only as set out by the Family Leave Policy or as otherwise specifically provided for by other provisions of this Agreement.
4. MBUs shall be allowed to donate up to ten (10) days each of their accrued and unused sick leave, up to a maximum bargaining unit-wide cap of thirty (30) days per year and a maximum distribution of fifteen (15) days to any one (1) MBU for the term of this Agreement upon approval of the Chief Human Resources Officer (CHRO), which shall be neither arbitrarily nor capriciously denied.

For MBUs who donate sick leave, provision 9.B.III. Personal Day Acquisition & Use does not apply. For those who receive donated sick leave, provision 9.B.III. Personal Day Acquisition & Use, does apply, as if the recipient MBU has utilized their own sick leave.

For MBUs who receive donated sick leave pursuant to this provision, their own individual accruals are not activated during this time of utilization of donated sick leave.

All provisions for interpretation, authorization, validation, use and consequences of use and exhaustion as found within this Article of the Agreement remain fully applicable to the recipient of donated sick leave.

No sick leave accrual that is capped prior to donation will begin to accrue again until the accruing MBU's utilization, separate and apart from that donated hereunder, causes accrual to begin anew.

Donation of sick leave does not affect or alter the accrual policy or rate of accrual of the donating MBU. Therefore, a donation of sick leave to an MBU who has exhausted sick leave accrual will not alter the accrual or cap on accrual of the donating MBU, thereby

manufacturing any additional sick leave accrual, individually or bargaining-unit wide, based on the donation.

5. In the event the University reasonably suspects abuse of sick leave, the University, the Union and the MBU may, at the University's discretion, meet for purposes of either investigating potential leave abuse and/or to discuss the absenteeism in an attempt to avoid disciplinary action. Nothing herein prevents the University from independently investigating potential abuse and acting upon that investigation.

D. Authorization & Validation

1. **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:
 - a. **Anticipated Leave:** Any proper utilization of sick leave anticipated in advance must be requested as far in advance as practicable, and approved by the MBU's supervising manager prior to 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 MBU must validate the reason for scheduled leave by means of written proof that the scheduled purpose for the sick leave did occur.
 - b. **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 MBU's scheduled workday, the MBU's supervising manager or by utilizing such method specifically directed by the MBU's supervising manager, to notify the University of unanticipated sick leave. If absent for three (3) or more consecutive working days, and requesting sick leave utilization, the MBU, 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 the Family Leave Policy, validating the nature and duration of the work disabling event will suffice.

Except as utilized pursuant to and in accordance with a validated family leave, as set out in the Family Leave policy, upon reasonable suspicion of abuse or following fifteen (15) days usage of sick leave during a fiscal year, the University's designee, the MBU and the MBU's official labor representative, shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary action. In any event, an MBU suffering from a certified, chronic illness must at least once every twelve (12) months provide the University, at its formal, written request and at its cost, with medical re-certification of the chronic illness. Nothing herein shall be deemed, except as specifically stated; to limit management's prerogative relative to securing reasonable validation of sick leave usage.

2. **Long-Term Leave:** Sick leave, pursuant to this provision, of over two (2) workweeks is considered a long-term leave and shall be authorized and/or validated as follows:
 - a. **Anticipated Leave:** An anticipated leave must be requested, approved and supported, in advance of utilization, with medical documentation from the MBU's physician stating the following:
 - i. Nature of illness or injury preventing the MBU from working and/or necessitating the absence.
 - ii. Anticipated date for return to work.

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

No MBU may return to active employment with the University unless and until a physician's specific prognosis

of the MBU's recovery from the disabling aspects of the paid illness or injury is certified by said physician, in writing.

- b. Unanticipated Leave:** While prior notification and approval may, in extraordinary circumstances, be impossible or impracticable for every circumstance and condition enabling long-term leave, the same procedures and reciprocal right of the University and the MBU as outlined in provision D.1.b. 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 D.2.a. immediately above.

II. Sick Leave Accrual & Cap

Full-time MBUs will accrue from commencement of active employment, one and one quarter (1¼) days per month of active employment or fifteen (15) days per year, cumulative to sixty (60) days. Part-time MBUs shall accrue sick time on a prorated basis. All MBUs will receive the sick time benefit based on the number of hours they are scheduled to work. No sick time will accrue while an MBU is on an unpaid leave of absence or otherwise not in active employment.

III. Personal Day Acquisition & Use

Full-time MBUs, who use one (1) or fewer sick days in a full calendar year, shall be credited with three (3) personal days to be used in the following calendar year at a mutually agreeable time. Full-time MBUs, who use more than one (1) but not more than three (3) sick days in a full calendar year, shall be credited with one (1) personal day to be used in the following year at a mutually agreeable time.

IV. Extended Sick Leave

MBUs, after five (5) years of continuous employment, who are ill or injured, as supported by satisfactory medical evidence of work disabling affect, may, at University's discretion, which may not be arbitrary or capricious, be granted an extended, unpaid sick leave of absence for a period not to exceed six (6) months, in total, inclusive of paid sick leave and unpaid leave hereunder. An MBU will be entitled to return to work in his/her former position with the same pay and benefits when the extended leave has expired. There will be no loss of seniority during a sick leave of absence granted hereunder.

V. Application of and Concurrent Use with Family Leave

As part of the above provisions of this Article, and to run concurrently with any leave authorized hereunder, when the illness is an enabling event under state and/or federal law, all MBUs shall be entitled to unpaid leave as per the provisions of the State and Federal Family and Medical Leave Acts incorporated in University's Family Leave Policy. The University agrees to comply with the provisions of the FMLA and Rhode Island Parental and Family Medical Leave Act, including but not limited to notifying MBUs on each occasion when leave time is credited against State and/or Federal leave entitlements.

VI. Failure to Return to Work Following Leave(s)

If the MBU does not report to work following the leave(s) set out above, the MBU may be terminated at the discretion of the University, subject to the grievance procedure.

VII. Authorized Leave Without Benefits

An MBU on an authorized leave hereunder, which does not provide for health benefits as if actively employed, may, to the extent allowed by the health benefits carrier, purchase such health benefits that are allowed by the carrier at the group rate.

VIII. 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. This confidentiality is waived, by an MBU, with respect to the University, when the MBU holding the privilege discloses his/her medical condition diagnosis to another MBU of the University and such disclosure results in a University manager receiving unsolicited information.

Section 9.C. Court Required Service

I. Jury Duty

Jury Duty is an important civic duty respected by the University. An MBU 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 MBU's workday, driving time to the University inclusive, the MBU 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)

MBUs 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 MBU's regular workday, driving time to the University inclusive, the MBU 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 MBU is directed or requested by University to participate in a proceeding, as outlined above, and only in that instance, that MBU 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

Subject to the conditions as set out herein, MBUs 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, personal or proprietary interest shall be released with pay from duty to the University for that period of time actually required to appear and remain. 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 MBU's regular workday, driving time to the University inclusive, the MBU 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 MBU, in advance of use and must be agreeable to the MBU's manager. Vacation should be granted, specifically considering an MBU's primary workload, the available workforce and whether the request will necessitate avoidable additional costs to the University, which will be remedied with alternative vacation authorization. Vacations, therefore, may neither be unilaterally invoked by MBUs nor arbitrarily nor capriciously denied by the University, through its managing agents. Prudent planning is expected both of MBUs and University management.

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

A. Accrual Schedule:

<u>Length of Bargaining Unit Service</u>	<u>Monthly Accrual</u>	<u>Annual Benefit</u>	<u>Maximum Accrual</u>
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

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 MBU is in any authorized, unpaid leave status. Any and all authorized leave from reporting to work will also result in immediate capping of vacation accrual.

C. Incentive-Based Vacation

Any MBU 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.

1. Incentive-based vacation accrual will be the first vacation utilized following accrual.

D. Payout of Vacation Accrual

Upon separation from employment, an MBU's accrued and unused vacation shall immediately cap at the salary rate of the MBU at the time of separation and shall be paid out to the MBU 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.

Managers are responsible for the planning and authorization and MBUs are responsible for the planning and utilization of vacation consistent with this purpose.

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 and when vacation accrual and utilization, within the past year, are within one (1) week (5 days or less) of being equivalent among competing requests, seniority in the bargaining unit will govern as a tie-breaker in vacation authorization.

Each two (2) consecutive years, following seniority based authorization, the most senior MBU vacation recipient will automatically drop to the last to be permitted the same dates for vacation and seniority as a tie-breaker will rotate accordingly for the next two (2) year period.

An RWU employee who, without a break in service from the University, transfers into a position within the PSSA bargaining unit will retain the balance of any vacation leave that he/she earned and accrued in his/her former RWU position(s).

Section 9.E. Bereavement Leave

I. Immediate & Extended Family

A maximum of five (5) days paid leave shall be granted to a non-probationary MBU upon the death of the MBU's spouse, child, (as defined in Section 9.A. Family Leave Policy & Procedure) parent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal ward, or relative living in the MBU's household and not paying rent to or on behalf of the MBU. The University may, at its discretion, require proof of death and/or evidence of the qualifying relationship between the MBU and the deceased before validating a request for bereavement leave.

II. 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 MBU 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.

III. Additional Considerations

- A.** In the event of a common disaster, the paid days are not multiplied unless there are disparate locations for a funeral, burial or other similar grieving ceremony among those who have died.
- B.** In the event 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 MBUs are protected under Workers' Compensation Law in case of on-the-job injuries. All such injuries, however minor, will be reported by the MBU as soon as possible, to both the University-designated official and to the MBU's manager who, in turn, will fill out an official report and forward it to the Department of Human Resources. All MBUs 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 MBU on Workers' Compensation provides signed certification and a true copy of all checks received from Workers' Compensation, the University shall provide the MBU with supplemental pay drawn from and only from the MBU's accrued and unused sick leave so that the MBU receives, between both payments, the same salary compensation as his/her regular gross pay for a period not to exceed three (3) calendar months, during which the MBU receives Workers' Compensation payments. In all his/her circumstances, the MBU 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.

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 MBUs, called to military duty, for thirty (30) days following the MBU'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 MBU does not return to his/her prior employment at the University upon completion of military duty, said MBU jointly and severally among individual users of the benefit, is 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) (Alternate)
Thanksgiving Weekend
*(4th Wednesday, Thursday and Friday in November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)
New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Good Friday
Memorial Day (last Monday in May)

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

II. Eligibility Requirements

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

III. Holiday Within a Vacation Period

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

IV. Work on a Holiday

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

- V.** Whenever a holiday falls (or is celebrated) on one of an MBU's normally scheduled days off, the MBU's scheduled workday immediately preceding or immediately following the holiday, at the University's discretion, shall be considered the holiday for that MBU. The University will provide, to the affected MBU(s), notice of the selected alternate holiday at least one (1) week in advance of the authorized use.

Section 9.I. Extraordinary Leave

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

I. Procedure

- A.** Any and all requests for leaves of absence under this provision must be made in writing, with specific statement of need for leave, as far in advance of the desired leave as possible. Application for leave must be submitted to the MBU's manager, except in such cases where the specific statement of need recites a personal, medical or other extraordinarily confidential basis, in which case the full application shall be submitted to the Department of Human Resources with notice to the manager that a request has been made for the duration stated on the application.
- B.** Approval, denial or modified approval of the requested leave shall be provided in writing promptly by the University.
- C.** Administration of this provisional leave is grievable only on the limited basis that the University held no rational basis to deny the requested leave. Problems arising out of the administration of this provision may be referred to the formal Labor/Management Forum for discussion and attempted resolution.

II. Reinstatement

- A.** Should the University reasonably determine that an MBU's return to work might jeopardize his/her health or safety or that of the University's students or other MBUs, the University may require a written medical, psychological or other licensed professional's certification, appropriate under the circumstances, attesting to the MBU's fitness to return to work, as a prerequisite to such return. The University may, upon reasonable evidence of such jeopardy, require examination and certification for return to work by a physician or other appropriate health services professional of its choosing.
- B.** Terms of reinstatement, if and when reinstatement from an extraordinary leave is a University-granted provision of the leave, shall be as set out by the University at the outset of the leave.
- C.** Accepting a position with another employer, while on extraordinary leave, except as may be expressly understood and committed to writing, as part of the reason for the leave and approved by the University in advance, will result in both forfeiture of the leave and all benefits derived therefrom or maintained during said leave as well as immediate termination of University employment.

Section 9.J. Absence Without Leave

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

ARTICLE X
CONDITIONS OF EMPLOYMENT

Section 10.A. Probationary Employment

I. New Hires

All employees, upon initial hire into a bargaining unit position, shall serve a one hundred and twenty (120) calendar day probationary period. During this period, the University retains the right, at its discretion, to terminate probationary employees with or without cause and without recourse to the employee, alone or through the PSSA, to challenge the decision. Any employee of the University who, without a break in service, transfers into a PSSA position covered by this Agreement shall, upon initial hire into the bargaining unit position, serve a sixty (60) calendar day probationary period. Scheduled days off from work during this period for any reason, shall, on a day for day basis, extend the probationary period.

Any employee of the University who, without a break in service, transfers into a PSSA position covered by this Agreement shall carry with him/her all vacation, personal, and sick time earned and accrued by virtue of his/her employment with the University at the time of transfer subject to applicable accrual caps as set forth in this Agreement. Eligibility for longevity pay pursuant to this Agreement (should the parties agree to include such), shall be calculated from the MBU's initial date of hire by the University. Seniority within the bargaining unit shall accrue based on the date of hire into the PSSA position; seniority is not accrued based on the date of hire by the University.

II. Transfers and Promotions

All non-probationary MBUs who transfer, whether by promotion, lateral position transfer or voluntary demotion, shall serve a sixty (60) calendar day probationary period. During this period, the University may dismiss the MBU from the new position at its discretion, but related to University adjudged performance deficiencies. These deficiencies will be noted in writing and provided to the MBU but the decision is not grievable or otherwise challengeable by the MBU or the PSSA. Any MBU dismissed from a promoted, transferred or voluntarily demoted position during this probationary period will be returned to his/her position occupied immediately prior to the promotion, transfer or voluntary demotion. This may result in a layoff for a probationary employee, in accordance with this Agreement. Scheduled days off from work of more than seven (7) days in aggregate during this probationary period shall, on a day for day basis, extend the probationary period.

Section 10.B. Categories of Bargaining Unit and Non-Bargaining Unit Employment

I. Full-Time MBU

A full-time MBU shall be defined as an employee hired into a regular, continuing position recognized by the PSSA and the University in accordance with Article I, and scheduled to work at least a thirty-five (35) hour week.

II. Part-Time MBU

A part-time MBU shall be defined as an employee hired into a regular, continuing position recognized by the PSSA and the University in accordance with Article I, and designed for at least a regularly scheduled sixteen (16) hours per week and less than thirty-five (35) hours per week.

III. Regular Term MBU

A regular term MBU shall be defined as an employee hired into a regular, continuing position recognized by the PSSA and the University in accordance with Article I, and scheduled to work a defined period of more than three (3) consecutive months per year and at least sixteen (16) hours per week during the defined term.

IV. Manager

A manager shall be defined as a non-bargaining unit managerial agent of the University who assigns work to an MBU, evaluates the work of an MBU and provides supervision of the work performance of an MBU.

V. Student Employee

A student employee is a non-bargaining unit student of the University who is employed to help defray the costs of attending college. Students may perform work regularly performed by MBUs but may not be employed with the purpose or effect of displacing MBUs.

VI. Other Employees

All other employees, whether temporarily filling vacancies created by leaves of absence of MBUs or supplementing the work force but not rising to the level of bargaining unit employment as set out above, are not in the bargaining unit. The PSSA will be notified promptly of all temporary appointments of at least one (1) week duration. The parties agree that concerns related to the use of temporary employees may be raised and discussed, from time to time, either in a scheduled labor management meeting or in the interim as presented by the PSSA President to the University's Chief Human Resources Office, who will meet and confer regarding such concerns.

It is expected that recruitment for PSSA positions will normally take up to eight (8) weeks. During this time, the University may utilize temporary help. If the duration of the use of temporary help is expected to continue longer than eight (8) weeks, the University will notify the PSSA, through its President.

Section 10.C. Seniority

I. Computation of Seniority Service Credits

Seniority is restricted to bargaining unit service. Full-time MBUs earn seniority service credit at the rate of one (1) day of service credit for each day in active bargaining unit employment status. Previous employment of an MBU in a non-bargaining unit position with the University shall not count towards seniority service credit.

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

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

III. Application of Seniority

A. Layoff

1. In the event that a layoff becomes necessary due to lack of work, monetary conditions, position restructuring, other legitimate circumstances or some combination of the foregoing, MBUs laid off will be eligible for a bumping review and placement based upon seniority and qualifications for another position in the bargaining unit as determined by the University.
2. The University shall simultaneously provide the PSSA and the MBU(s) affected, either a two (2) week notice of layoff or two (2) weeks of pay at the then current rate and schedule of regular hours of the MBU(s). The PSSA may request and have scheduled, a meeting with the Chief Human Resource Officer or his/her designee, to discuss possible alternatives; however, the final decision rests with the University.

3. When an MBU is scheduled for layoff from the workforce, prior to any bumping permitted pursuant hereto, the MBU may elect to be transferred into a vacancy in a bargaining unit-recognized position, if one exists, for which they are deemed qualified by the University. The University's assessment of qualifications shall not be arbitrary or capricious. Transference into a vacant position, in a higher position classification, carries a sixty (60) day performance-based probationary period and transference into a vacant position in the same or lower classification position carries a thirty (30) day performance-based probationary period during which MBUs shall be measured against the agreed-upon job description (and the reasonable amplification thereof in practical application of duties and responsibilities). During said period, if the University is not satisfied with the probationary MBU's performance but no earlier than thirty (30) days into the probationary period, it will then place such MBU on layoff. An MBU thus laid off shall remain entitled to recall into his/her job only for the remainder of the recall period but shall not be entitled to transfer into another vacancy if one exists at the time of layoff. Discharge of the transferred MBU during his/her probationary period is grievable on the limited basis that the decision to discharge the MBU was arbitrary or capricious.
4. When an MBU is scheduled for a layoff from the workforce, he/she shall be permitted to exercise his/her seniority rights to replace (bump) an employee with the least seniority in a position for which he/she is deemed qualified, by the University, and provision 3. above has been followed, if applicable. The University's findings concerning qualifications of the MBU seeking to bump a less senior MBU may not be arbitrary or capricious. The bumping process shall be conducted as follows:
 - a. An MBU whose position is being eliminated shall have the right to displace the least senior MBU in the same position classification, as the displaced MBU, should one exist, following a qualifications review by University. The qualifications of a displaced MBU are presumed sufficient when bumping within a position classification. That presumption is rebuttable by University in utilizing its assessment of the bumping candidate's qualifications. The University's assessing of qualifications under this procedure shall not be arbitrary or capricious.

B. Recall

1. Only non-probationary MBUs are eligible for recall.
2. The recall period shall be for twelve (12) months from date of layoff.
3. Recall shall take place with the most senior MBU laid off from his/her formal job recalled, first recalled. Recall review for qualifications shall also be available for MBUs laid off from a bargaining unit position differing from the formal position to which the MBU seeking recall was

laid off. This review will be allowed no more than once during the recall period and the determination of qualifications shall be neither arbitrary nor capricious.

4. Recall notice shall be served upon an MBU to be recalled or eligible for recall review, as set out above, by certified mail, return receipt requested at the former MBU's last known address. The notified MBU must respond to the notice of recall or recall review within one (1) week of receipt of the notice or recall rights shall be forever waived. Response must be either by personal or certified mail delivery of acceptance of recall or recall review in a signed writing. An MBU accepting recall must return to work as instructed, within two (2) weeks of receipt of the recall notice. An MBU accepting a recall review must return to work within one (1) week following notice to the former MBU of a finding of qualification for position recall by University.

Section 10.D. Hiring, Transfers & Promotions

I. Announcement of Position Openings

All new or vacant positions within the bargaining unit shall be posted electronically and copied to the PSSA designee for at least five (5) working days prior to selection of any candidate for the position, whether or not the selected candidate is already an MBU. This "no hire" period is provided so that exposure to all bargaining unit position openings be provided to MBUs in order that any interested MBU may seek a viable position change prior to selection of any preferred candidate.

II. Acknowledgement & Status

All MBUs who apply for such positions, in accordance with standard protocol for position application as set by the University's Department of Human Resources, will receive a written acknowledgement of receipt of their application by the Department of Human Resources within five (5) business days of receipt. Thereafter, they will receive notification from either the Department of Human Resources or the hiring manager, of continuing interest, as the review and selection process proceeds or notification that they will not be further considered. The notice that they will no longer be considered shall be provided as soon as practicable but no later than sixty (60) business days following the announcement of the position opening.

III. Qualifications Review

The University will fill all new or vacant positions based upon its rational, non-capricious judgment as to the most qualified candidate for the new or vacant position. Relevant consideration shall be given to: 1) position description as it

outlines sought after, essential functions and essential performance characteristics of the position, 2) a record of excellent performance that is validated by internal and/or external performance indicators, 3) improving upon the diversity of MBUs to enrich the employment culture and 4) where qualifications are otherwise found to be substantially equivalent, an MBU's seniority (including as compared to applicants from outside the bargaining unit or outside the University) will prevail.

- A. Grievance of the proper application of the relevant considerations set out above may proceed immediately to arbitration with the issue to be determined by a third party neutral, stipulated as follows:

“Was the University’s application of those relevant considerations set out in ARTICLE X.D.III., Qualifications Review, arbitrary or capricious?”

1. The parties will, in good faith, hold such arbitrable challenges as priority for scheduled hearing.

IV. Transfers & Promotions

- A. When an MBU is selected to fill another bargaining-unit-recognized position, through the process set out above, the MBU shall cooperate in the transition from the former position to the new position but shall not retain position responsibilities that are evaluated by the University in the former position for more than thirty (30) calendar days.
- B. Where an MBU is selected to fill a higher salary classification of bargaining-unit-recognized positions, the MBU shall receive, a three and one half percent (3½%) increase in base salary, subject to compensation program limitations of this Agreement. The effective date of the increase shall be the date of commencement of employment in the transferred position.
- C. Where an MBU is selected to fill a lower salary classification of bargaining-unit-recognized positions, the MBU shall receive no less than a three and one half percent (3½%) reduction in base salary, subject to compensation program limitations of this Agreement.

D. Temporary Assignment Transfers

MBUs shall not be required to perform work outside of their position responsibilities or outside of their assigned division of service without valid reason. The purpose of this provision is to prevent the indiscriminate assignment of MBUs to departments or divisions outside of their primary position assignment.

V. Clarification Petition & Hiring Practices

If, during the term of this Agreement, the University creates a new non-bargaining unit position and fills it with a new employee (a person not then in the employ of the University) and if the PSSA petitions the N.L.R.B., within three (3) months of the time the PSSA knew or should have known about the new position, the University will take the following steps if the N.L.R.B. determines, or the parties agree, that the new position should be in the bargaining unit. First, the position will be reposted in accordance with provision 10.D.I. above. If an MBU successfully bids on the new position, he/she will receive a salary in accordance with provision 10.D.IV.B. or C., as applicable, above. If there are no successful MBU bidders, the incumbent will retain the position and receive salary compensation at the rate appropriate for the position in accordance with the compensation program for MBUs.

Section 10.E. Workweek, Workday & Work Breaks

I. Workweek

The standard workweek upon which salary classification and pay is based shall be thirty-five (35) hours. Any workweek created by the University that is more than thirty-five (35) hours per week and up to forty (40) hours per week will be accordingly adjusted in both salary compensation and those benefits that are accrued by and may be used by the hour, upon no less than thirty (30) days' notice to the PSSA. For MBUs hired after July 1, 2016, the standard workweek upon which salary classification and pay is based shall be forty (40) hours. MBUs employed prior to July 1, 2016 will not involuntarily be subjected to a regular workweek greater than thirty-five (35) hours per week while occupying their job held as of July 1, 2016.

The regularly scheduled days to be worked in a workweek shall be consecutive for all incumbents hired in their positions prior to July 1, 2000. Only through layoff and bumping to enable a University restructuring, as appropriate under applicable provisions of this Agreement, may this provision be modified for MBUs and positions directly affected and then only following sixty (60) days' notice to the PSSA and all affected MBUs.

II. Workday

The standard workday shall be seven (7) hours of work scheduled by University between the hours of 8:00 a.m. and 5:00 p.m. with one (1) unpaid meal period of at least one-half (½) hour and up to one (1) hour, to be as scheduled by University between 11:00 a.m. and 2:00 p.m. The scheduling of reporting, meal and leaving times shall not be arbitrary or capricious. MBUs shall not be required to work during his/her regularly scheduled lunch period.

Notwithstanding the above, University reserves the right to create such positions and schedules it needs to properly manage University business. Therefore, subject to that limitation set out in provision 10.E.I. above, it may create positions or amend current reporting assignments to be scheduled to work up to eight (8) hours per day and at reporting and leaving times it deems, at its reasonable discretion, to be most advantageous for University operations.

No MBU's regular schedule shall be changed without at least forty-five (45) days' advance written notice. Following notice and consultation, as set out immediately above, for MBUs hired prior to 2000, schedule changes are subject to grievance, in accordance with Article VII, Section 7.B., on the limited basis that the change must neither be arbitrary nor capricious. Where more than one (1) MBU occupies the same position in the same department of University service, the change in regular reporting and leaving times as well as any change in regular hours of scheduled work shall be first offered to the most senior of MBUs and failing volunteers, shall be assigned in inverse seniority order.

Except for schedule adjustments during recognized "peak periods", no MBU will have their regular schedule involuntarily adjusted more than two (2) times in any one (1) fiscal year of University operation. Peak periods are defined as the week before classes begin; the first week of classes; advisement and registration periods and summer orientations.

An adjustment, exceeding three (3) hours except voluntarily flexed schedules, in the daily, scheduled reporting and leaving times for MBUs, shall be considered a position restructuring, resulting in layoff of the incumbent and potential seniority bump should the incumbent choose not to modify his/her shift more than three (3) hours from its pre-adjustment reporting and leaving times.

Workday schedules, on a volunteer basis, and as specifically authorized by University, in writing, may be flexed for up to a ten (10) hour working schedule per day and a reduced workweek of no less than four (4) reporting days per week. Such flexed schedules shall be noticed to the Department of Human Resources and the PSSA, through its President. Overtime compensation, except as required by law, and pay differentials set out in this agreement, except for call-in time, are nullified in voluntarily flexed work schedules.

III. Work Breaks

MBUs shall be granted a paid, fifteen (15) minute break from work for each, full, three and one-half (3½) hours of scheduled work per day. The time of the break(s) shall be determined by the manager after consultation with the MBU.

Section 10.F. Pay Differentials

I. Evening Hours

MBUs who were hired into their currently held positions before July 1, 1994, and whose regular schedule goes beyond 5:00 p.m. shall receive a salary differential of \$.25 per hour added to their regular salary rate for each hour worked past 5:00PM. All MBUs whose regular, established schedule extends beyond 6:00PM shall be paid a salary differential of \$.25 per hour added to their regular salary rate for each hour worked past 6:00PM.

- II.** When an MBU is required in writing by a University manager, to perform work of and lending to a higher salary classification, on a temporary basis, for a period of more than three (3) days, such MBU shall receive a five percent (5%) increase in pay for the duration of such assignment. The performance of the MBU temporarily assigned the higher level of work may not be negatively evaluated as to competence in the assigned position.

III. Overtime

- A.** A University manager may direct an MBU to work overtime.
- B.** Overtime will be defined as the required or specifically authorized performance of work in excess of the established workweek or on a regularly scheduled day off from work.
- C.** Only time actually worked shall be included in the computation of workhour totals for purposes of determining weekly overtime totals.
- D.** MBUs will be notified that overtime will be required as far in advance of assignment as practicable.
- E.** Involuntary overtime assignments either of fourteen (14) or more hours per week or on consecutive weekends will be avoided where reasonably practicable. The PSSA will be notified of each such occurrence within one (1) week following the payroll cycle in which the fourteen (14) or more overtime hours or consecutive weekend assignments occurred.
- F.** When two (2) MBUs in a department or division of University service, are qualified, through position description held, to perform an overtime assignment, the most senior MBU will be first offered the assignment and failing voluntary assignment in seniority order, the assignment shall be made in inverse seniority order.
- G.** Overtime assignments shall be tallied and provided to the PSSA quarterly, upon advance written request. Issues of overtime assignment may be a topic

of discussion at the quarterly labor/management meetings scheduled pursuant to this Agreement.

IV. Call-In Time

MBUs called back to work after having left their regularly scheduled shift shall receive not less than four (4) hours pay at their overtime rate.

V. Shift Adjustments

While compensatory time is not authorized by law and therefore not available to MBUs, voluntary shift adjustment within a pay period is available. Therefore, an MBU may voluntarily increase or decrease his/her shift to accommodate uneven work place pressures and deadlines as long as a concomitant adjustment to their regular shift is made within the same pay period as the initial increase or decrease in shift span or where the shift adjustment will not result in over forty (40) hours of work in a given week, the MBU will be given the option of receiving pay at their regular rate of pay rounded up to the nearest hour, up to forty (40) hours in a given week that the shift adjustment occurred.

ARTICLE XI
PERSONNEL FILES

- I.** An MBU shall, at reasonable times, be permitted to examine his/her personnel file, provided, however, that any letters of recommendation solicited in connection with his/her initial employment shall not be available to that MBU. The MBU shall have the right to reproduce, at the MBU's cost, any document in the MBU's personnel file.
- II.** No derogatory material shall be placed in the MBU's personnel file unless the MBU has an opportunity to read the material and an opportunity to sign and date the material, indicating the MBU has read the material. Such signature merely signifies that the MBU has read the material to be filed and does not necessarily indicate agreement with its contents. This does not exclude the ability of the University to re-introduce into an MBU's personnel file, all such relevant material, including but not limited to evaluative writings, responses, letters of discipline and related documents, all arbitration awards, and other relevant material in which the author is identified to the MBU.
- III.** Anonymous material has no standing at the University and shall not be a proper subject of material to be placed in an MBU's personnel file. Materials found to be in error or false by University, an arbitrator or a jural entity with proper jurisdiction over such matters shall be removed from the personnel file. Evaluations or other administrative writings correcting, directing and/or analyzing employment performance and behavior are not subject to removal set out above.

- IV. There shall be only one (1) official personnel file at the University.
- V. The MBU shall have the right to respond to any adverse material filed, and the MBU's response shall be attached to the copy in his/her personnel file.

ARTICLE XII
FRINGE BENEFITS

Section 12.A. Health Insurance

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

- I. **Health Insurance Options:** Employees, in accordance with procedures identified by the University, may select either Plan A (which is currently offered as BCBSRI Blue Chip, or another comparable plan offered by any licensed insurer authorized to operate in the State of Rhode Island), or Plan B (which is currently offered as BCBSRI Healthmate Coast-to-Coast, or another comparable plan offered by any licensed insurer authorized to operate in the State of Rhode Island) for their medical care, during the term of this Agreement.

A. Medical Insurance - 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% of the premium cost.

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

In Year 3 (from July 1, 2018 through June 30, 2019), MBUs will contribute 20% of 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 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. Medical Insurance - 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% of the premium cost.

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

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

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

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

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.

D. Dental Coverage

RWU agrees to provide a dental insurance plan comparable to that provided to faculty and administrators.

E. Coverage Waiver

If an MBU has health insurance coverage through another source, the MBU may notify the University, in writing, and elect to waive the University's health coverage.

Effective upon ratification of this Agreement, an MBU who is both eligible and who chooses to waive both medical and dental insurance coverage shall be paid three thousand dollars (\$3,000) per year, prorated for each full month of waived coverage.

Section 12.B. Life Insurance

The University agrees to provide, without cost to each full-time MBU, one hundred thousand dollars (\$100,000) in term life insurance during their employment with University.

Section 12.C. Disability Insurance

I. Short-Term Disability Insurance: The University will continue to provide, at the University's expense, each full-time MBU with temporary disability insurance in accordance with plan parameters, including accrued "sick leave" will first be depleted prior to eligibility for short-term disability insurance. MBUs may receive both Rhode Island TDI and short-term disability insurance if they qualify under both programs.

Eligibility for disability insurance does not affect employment status either positively or negatively.

II. Long-Term Disability Insurance: The University will continue to provide each full-time MBU with long-term disability insurance, (LTD) in accordance with plan parameters.

III. The LTD plans will remain substantially similar to that insurance provided by University to MBUs as of June 30, 2009.

Section 12.D. Social Security

All MBUs are covered by the mandatory Federal Social Security program.

Section 12.E. Retirement

A. All full-time MBUs 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 MBU contribution, through payroll deduction, of five percent (5%) of salary shall be made to the select program fund. After two (2) years of continuous University employment, the University will contribute funds equal to eight percent (8%) of the MBU's salary. All contributions made by or on behalf of the MBU in accordance with this provision will be immediately vested with the MBU. Part-time MBUs 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.

B. MBU's with twenty (20) or more years of full-time service with RWU who are at least 65 years of age and elect to retire during the term of this Agreement, will, for a period of 6 months immediately following the effective date of retirement, be entitled to Medicare Supplemental health insurance (BCBSRI "Plan 65" or substantially similar coverage) for the electing employee and spouse (if spouse is eligible), with such coverage fully funded by RWU.

Section 12.F. Tuition Remission

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

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

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

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

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

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

V. Any dependent of an MBU who is currently enrolled at Roger Williams University in accordance with this provision, will be allowed to continue to attend the University under the tuition remission program for up to four (4) consecutive years in the tuition remission program, if the MBU is awarded total disability or dies.

Section 12.G. Vision Benefits

MBU's will be offered the opportunity to purchase, at their sole cost, vision insurance through a plan administered by the University or third-party administrator contracted by RWU. All Premium, deductible, co-pays, and other costs of participation shall be borne 100% by the participating MBUs.

Section 12. H Part-Time Employment Benefits

The following benefits will be available, on a pro rata basis, to part-time MBUs employed twenty (20) or more hours per week:

- A.** Vacation
- B.** Sick Leave
- C.** Bereavement Leave
- D.** Holiday
- E.** Retirement (to the extent and under the terms participation is allowed)

ARTICLE XIII **SALARY PROGRAM**

Section 13.A. Salary Program

a.) In Year 1, the salary program will consist of two components:

- 1.) Each member of the bargaining unit shall receive a 2.5% salary increase, retroactive to September 1, 2016
- 2.) Within 30 days of the ratification and full execution of this Agreement, each member of the bargaining unit shall be paid a one-time cash bonus in the gross amount of \$500.

b.) In Years 2 (2017-2018); 3 (2018-2019) and 4 (2019-2020), the salary program will consist of a variable wage compensation structure, the terms of which are described as follows:

1.) Definitions:

“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 -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 - 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.

- 4.) Year 4 - 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 pertaining to Years 2, 3, and 4 respective 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 Years, 2, 3, or 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.

Section 13.B. Salary Classification & Reclassification

The University's salary classification program for MBUs is found in Appendix A of this Agreement. It consists of four (4) distinct salary classifications with minimum and maximum salaries representing a hierarchy of level of service of positions recognized by this Agreement. Classification descriptions and all current position titles are included in Appendix A.

The Classification Program's Minimum and Maximum Salaries for each salary classification shall be indexed by one and one-half percent (1½%) commencing July 1, 2016 and again on July 1, 2017. Commencing July 1, 2018 and each July 1st thereafter, during the term of this Agreement, the minimum and maximum salaries for each salary classification shall be indexed by two percent (2%).

The salary parameters set out in Appendix A of this Agreement are approved as to rounding and represent the governing minimum and maximum classification salaries.

The University's Position Classification Policy and Procedure, specifically including the "Reclassification Policy & Procedure" for positions held by PSSA represented employees is found in Appendix B. The Policy provides an appeal procedure.

Section 13. C Phase Out of Longevity Pay

Any MBU who between July 1, 2015 and August 30, 2017 achieves (or has achieved) fifteen (15) years of continuous University service shall receive a one-time longevity pay increase of 5% to base salary, which shall be retroactive to the date on which the MBU achieved this service mark. (If any MBU has already received a fifteen-year longevity increase during the term of the 2015-2016 contract extension, s/he will not be eligible for this increase.) Effective September 1, 2017, the concept of longevity pay is eliminated and expressly sunset.

ARTICLE XIV **AUTHORITY OF AGREEMENT**

Section 14.A. Entire Agreement

The University and the PSSA agree that all negotiable terms and conditions of employment that each party proposed for consideration have been resolved in negotiated settlement, including the specific delegation of terms and conditions of employment neither specifically negotiated nor in conflict with any terms negotiated, to the University's responsibility and prerogative under ARTICLE V, MANAGEMENT RIGHTS, (see section 4.C. "Work Rules") below. Therefore, negotiations will not be re-opened on any terms and conditions of employment, except and only as otherwise specifically set out in

this Agreement, or upon mutual agreement of University and PSSA. This Agreement then represents the entire agreement between the University and the PSSA.

- I.** Nothing herein authorizes the introduction by the University through the auspices of the Management Rights Clause, of negotiable terms and conditions of employment that hold more than de minimus financial value and/or conflict in any significant way with the express provisions of this Agreement. By way of illustration and not limitation, the fact that no parking fees have ever been charged MBUs despite the fact there is no covenant not to charge fees, does not authorize the University to create a parking fee program and charge fees. However, the fact there is no specific provision on parking privileges does not restrict the University from reasonably regulating available space.

Section 14.B. Past Practices

There are no “past practices” surviving the ratification of this Agreement. Therefore, any previously adopted policy, rule, procedure, practice, regulation or protocol that is in any way inconsistent with the full, uninterrupted, non-conflicting administration of this Agreement is superseded by this Agreement and null and void. Any and all amendments to this Agreement shall only be binding upon the University and/or the PSSA if those amendments are in a written document, duly signed by the University, through and only through its President, General Counsel or Vice President of Human Resources and by the PSSA, through and only through its duly authorized agent as registered in writing with the University’s Office of General Counsel. Therefore, no “practices”, policy, rule, protocol, regulation or procedure, except and only as reserved to University under ARTICLE V, MANAGEMENT RIGHTS, of this Agreement may arise and hold binding or persuasive authority concerning this Agreement and concerning governing terms and conditions of employment of PSSA represented employees.

Section 14.C. Work Rules

MBUs shall comply with all published work rules established by University, in accordance with ARTICLE V, MANAGEMENT RIGHTS, which are not inconsistent with this Agreement.

Section 14.D. Position Responsibilities

MBUs shall perform and be evaluated on those position responsibilities assigned by the MBU’s supervising manager. Such responsibilities shall not be inconsistent with the MBU’s job description, which may be amended from time to time by University, (after the University has consulted and considered any objections of the Association, through its President) without changing the essential functions, salary classification and/or established hours parameters of the position, in order to maintain contemporary technical and procedural efficiency.

A copy of all position descriptions will be made available to the PSSA, upon request. Significant change to a position description will also be made available to the PSSA within a reasonable period following the University approved change(s) to the position description, as significant change(s) to a position description constitutes a new position.

ARTICLE XV **DURATION**

This Agreement shall become effective as of the date it is ratified unless otherwise specifically set out herein and shall remain in full force and effect until the 30th day of June, 2020.

This Agreement shall be automatically renewed from year to year thereafter, commencing the first day of July, 2020, unless either party shall notify the other in writing, as least ninety (90) days prior to the anniversary date, that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

This Agreement shall remain in full force and effect during the period of negotiations. In the event that either party desires to terminate this Agreement following the anniversary date(s) set out above and during a period of negotiations, written notice must be given to the other party, not less than ten (10) days prior to the desired termination date.

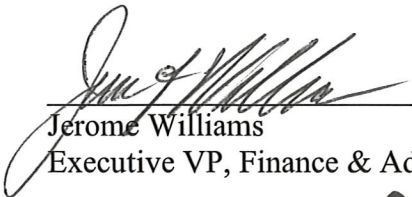
[SIGNATURES ON NEXT PAGE]

In WITNESS WHEREOF, the parties hereto have set their hands and seals each by its officers thereunto duly authorized, this 1st day of February, 2017.

FOR THE UNIVERSITY



Joseph P. Sassi, Esq.
Associate General Counsel



Jerome Williams
Executive VP, Finance & Administration



Deborah Sylvia
Bursar

FOR THE PSSA



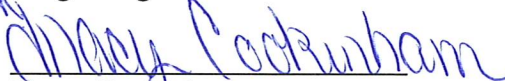
Jennifer Azevedo, Esq.
Assistant Executive Director
NEARI



Vincie Bertolino
President, PSSA
Bargaining Team Member



Lori Medeiros
Vice President, PSSA
Bargaining Team Member



Tracy Cookinham
Treasurer, PSSA
Bargaining Team Member



Joann Silva
Secretary, PSSA
Bargaining Team Member



Karen Lebreux
Bargaining Team Member



Wendy Smith
Bargaining Team Member

APPENDIX A
SALARY CLASSIFICATION TABLE

July 1, 2016			
Grade	Minimum	Midpoint	Maximum
4	\$38,484	\$46,200	\$53,916
3	\$34,640	\$41,585	\$48,530
2	\$31,178	\$37,429	\$43,682
1	\$28,064	\$33,691	\$39,317

July 1, 2017			
Grade	Minimum	Midpoint	Maximum
4	\$39,061	\$46,893	\$54,725
3	\$35,160	\$42,209	\$49,258
2	\$31,646	\$37,990	\$44,337
1	\$28,485	\$34,196	\$39,907

July 1, 2018			
Grade	Minimum	Midpoint	Maximum
4	\$39,842	\$47,831	\$55,820
3	\$35,863	\$43,053	\$50,243
2	\$32,279	\$38,750	\$45,224
1	\$29,055	\$34,880	\$40,705

July 1, 2019			
Grade	Minimum	Midpoint	Maximum
4	\$40,639	\$48,788	\$56,936
3	\$36,580	\$43,914	\$51,248
2	\$32,925	\$39,525	\$46,128
1	\$29,636	\$35,578	\$41,519

APPENDIX A
SALARY CLASSIFICATION TABLE

CLASSIFICATION DESCRIPTIONS

1. GRADE 4

- Education – Associates Degree in a relevant field of higher learning or a formal certification of specialized learning applicable to the positions' functional competencies.
- Finds solutions to issues within pre-existing body of knowledge or experience.
- Highly proficient technical skills with the ability and expectation to use and manipulate multiple Databases for regulated and specialized applications.
- Prepare analysis or an interpretation of data after input and may be required to make useable recommendations to manager or others in the work unit for use.
- Work is subject to standardized practices and procedures and/or general work instructions and periodic consultations with other team members to ensure customer requirements are being addressed.
- Ability to forecast department needs as may relate to budgetary process. (examples include Library – books or Schools (Architecture, Education, Business for faculty forecasting and budgets).
- First line of contact to respond to concerns, issues and/or questions before passed along to managers. At this level, discretion as to which issues to handle directly and which to pass up, down or laterally among the clerical and/or supervisory management chain is expected, evaluated and accountable.
- Work is passed along to manager for review and consideration for integration into a final work product.
- May provide work direction to other staff members or work study students.
- Individual would have the latitude to consider which procedure to use in order to complete duties in a changing work situation.
- Develops professional relationships and may be expected to use verbal and written communication to persuade others in furtherance of work driven initiatives. Additionally, may be expected to provide complex explanations to others for use.

APPENDIX A
SALARY CLASSIFICATION TABLE

2. GRADE 3

- Education – a mix of High School degree or Associates Degree in a relevant field of higher learning applicable to the positions' functional competencies.
- Technical proficiency in a functional area and/or strong administrative skills with the ability to provide work direction to others such as work study students.
- Strong technical skills with the ability to learn and apply multiple Databases as required to perform specific work related to functional area.
- Compiles and performs analysis of data in a pre-determined format for the creation of specific spreadsheets and in some cases makes preliminary recommendations to managers or others for use in the work unit.
- Individual freedom to act is limited by use of procedural sequence based on situations encountered which require the use of established precedents with the ability and regular expectation to organize work at own discretion.
- Work is subject to greater oversight by manager for accuracy and completeness than are Grade 4 positions.
- Confronted with multiple choice situations and finds answers through prior experience/exposure by selecting the most appropriate choice for resolution.
- Assist with or respond to concerns, issues, calls and/or questions of a rudimentary nature or from a predetermined menu before passed along to manager.
- Work product is generally integrated into other work within department before passed along to manager for determination and final action.
- Establishes communications with others to properly inform in a variety of relevant workplace matters as well as uses his/her professional interaction skills to assist others to resolve problems.

APPENDIX A
SALARY CLASSIFICATION TABLE

3. GRADE 2

- Education – majority of High School degrees with several positions requiring an Associates Degree in a relevant field of higher learning applicable to the positions' functional competencies.
- Ability to do basic office, technical duties with at least two years of previous experience.
- Knowledge of technical computer skills with the ability to learn on the job and acquire the skills to use a Database relevant to functional area.
- Receives and enters data in a pre-determined format established by manager to be passed along to manager or others in the work unit for analysis.
- Instructions are clearly defined with some latitude to consider variations in procedural sequence based on situations encountered which are repetitive on a daily basis in the workplace.
- Work is generally checked by manager for accuracy, completeness and that pre-determined formats are followed.
- Confronted with multiple choice situations and finds answers through prior experience/exposure by selecting the most appropriate choice for resolution. Expected to decipher factual situation confronted with and accordingly act based upon predetermined, authorized avenues for response/process handling.
- Records concerns, issues, calls and/or questions for appropriate staff members or manager to respond.
- Work product is subject to instructions and close coordination with team members or manager to ensure conformance with deadlines and/or appropriate information is collected.
- Individual would complete tasks in a prescribed sequential order in a changing work situation.
- Open communications with manager and co-workers within the work unit to efficiently receive, pass, input and provide elementary analysis of data.

APPENDIX A
SALARY CLASSIFICATION TABLE

4. GRADE 1

- Education – High School degree or equivalent related relevant work experience required.
- Performs basic menued, clerical and technical office duties as assigned or learns and applies new clerical and technical skills of the same level of secretarial, clerical or technical contribution, on the job as required for specific functions.
- Daily assignments do not vary since the work is largely repetitive under prescribed established policies and procedures.
- Work is highly regulated and checked/verified by manager.
- Receives records and passes along of information to be integrated by others in the work unit for use.
- Work is subject to direct and detailed instructions and close conformance to ensure proper integration with other team tasks.
- Pre-determined sequential order for tasks to be completed with no real individual discretion.
- Requires contact with manager and co-workers within the work unit to efficiently receive and pass along information.

APPENDIX A SALARY CLASSIFICATION TABLE

POSITION TITLE WITH SALARY CLASSIFICATION & UNIVERSITY DIVISION OF SERVICE AS OF DATE OF RATIFICATION OF CBA				
PosTitle	Position Length	Grade	Div. Name	Dept. Name
Assistant to the Dean, Gabelli School of Business	12	4	Academic Affairs	GSB Dean's Office
Graduation Coordinator	12	4	Academic Affairs	Registrar
Administrative Assistant/Unicard-Cbord Administrator	12	4	Student Life	Upper Commons
Architecture Library Circulation Coordinator	12	4	Academic Affairs	Library
Learning Commons Coordinator	12	4	Academic Affairs	Library
Assistant to the Dean, SJS	12	4	Academic Affairs	Justice Studies
Assistant to the Dean, University Library Services	12	4	Academic Affairs	Library
Borrowing Services Coordinator	12	4	Academic Affairs	Library
Archives and Digital Services Specialist	12	4	Academic Affairs	Library
Assistant to the Dean, SED	12	4	Academic Affairs	SED Dean's Office
Assistant to the Dean, SECCM	12	4	Academic Affairs	Engineering Dean's Office
Technical Services Specialist	12	4	Academic Affairs	Library
Access Services Assistant	12	3	Academic Affairs	Library
Administrative Assistant - Student Accessibility Services	12	3	Academic Affairs	Student Accessibility Services
Special Services Coordinator	12	3	Finance & Administration	Information Technology
Administrative Assistant, Military Benefits, Scs	12	3	Academic Affairs	School of Continuing Studies
Admission Assistant - Transfer and International	12	3	Enrollment Management	Admissions
Administrative Assistant/Office Coordinator	11	3	Student Life	Intercultural Center
Administrative Assistant - Humanities	12	3	Academic Affairs	FCAS Dean's Office
Administrative Assistant/Office Coordinator- IT	12	3	Finance & Administration	Information Technology
Financial Aid Assistant II	12	3	Enrollment Management	Financial Aid
Administrative Assistant - Ctr for Student Academic Success	12	3	Academic Affairs	University Advising Center
Administrative Assistant - Global & International Program	12	3	Academic Affairs	Global & International Program
Administrative Assistant - Athletics	12	3	Student Life	Athletics
Administrative Assistant/Housing Billing Coordinator	12	3	Student Life	Residence Life & Housing
Administrative Assistant to the Dean	12	3	Academic Affairs	SCS Dean's Office
Admission Data Processing Coordinator	12	3	Enrollment Management	Admissions
Acquisitions Assistant	12	3	Academic Affairs	Library
Electronic Resources Associate	12	3	Academic Affairs	Library
Administrative Assistant/Office Coordinator	12	3	Academic Affairs	FCAS Dean's Office
Information Systems Assistant	12	3	Institutional Advancement	Develop. Ops. & Donor Services
MPA/MLEAD Coordinator	12	3	Academic Affairs	Justice Studies
Administrative Assistant - Health Services	12	3	Student Life	Health Services

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SALARY CLASSIFICATION TABLE

Administrative Assistant to the Dean	12	3	Academic Affairs	Architecture Dean's Office
Accounts Receivable Systems Specialist	12	3	Finance & Administration	Bursar
Administrative Assistant/Residence Life and Housing	12	3	Student Life	Residence Life & Housing
Fiscal Administrative Assistant - SCS	12	3	Academic Affairs	School of Continuing Studies
Classroom Support Specialist	12	3	Finance & Administration	Information Technology
Administrative Assistant	12	3	Academic Affairs	School of Continuing Studies
Administrative Assistant - FCAS	12	3	Academic Affairs	Theatre
Academic Services Coordinator	12	3	Finance & Administration	Information Technology
Financial Aid Assistant II	12	3	Enrollment Management	Financial Aid
Application Processing Coordinator	12	3	Enrollment Management	Admissions
Administrative Assistant, SPL	12	3	Student Life	Student Programs & Leadership
Honors Program Assistant	12	3	Academic Affairs	Academic Affairs
Admission Processing Coordinator	12	3	Enrollment Management	Admissions
Administrative Assistant - SCS	12	3	Academic Affairs	School of Continuing Studies
Admission Office Manager	12	3	Enrollment Management	Admissions
Bookkeeper	12	3	Student Life	Upper Commons
Registration Coordinator - SCS	12	3	Academic Affairs	School of Continuing Studies
Administrative Assistant, Humanities and General Education	12	3	Academic Affairs	Humanities
Administrative Secretary/Office Manager	12	3	Academic Affairs	Architecture Dean's Office
Administrative Assistant - Registrar's Office	12	3	Academic Affairs	Registrar
Administrative Assistant - Math & Science	12	3	Academic Affairs	FCAS Dean's Office
Administrative Assistant for Outreach and Engagement	12	3	Outreach & Engagement	Outreach and Engagement
Classroom Support Specialist	12	3	Finance & Administration	Information Technology
Classroom Support Specialist	12	3	Finance & Administration	Information Technology
Accounts Payable Clerk	12	2	Finance & Administration	Financial Affairs
Administrative Assistant - Conferences	12	2	Student Life	Special Events & Conferences
Alumni Relations Assistant	12	2	University Advancement	Alumni Affairs
Medical Assistant/Receptionist	12	2	Student Life	Health Services
Administrative Assistant - Justice Studies	12	2	Academic Affairs	Justice Studies
University Recorder	12	2	Academic Affairs	Registrar
Tuition Reimbursement Specialist	12	2	Finance & Administration	Bursar
Secretary - SAAHP Dean's Office	12	2	Academic Affairs	Architecture Dean's Office
Accounts Payable Clerk	12	2	Finance & Administration	Financial Affairs

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SALARY CLASSIFICATION TABLE

Mail and Copy Center Clerk	12	2	Finance & Administration	Central Services
Night Circulation Monitor	9	2	Academic Affairs	Library
Accounts Receivable Collections Specialist	12	2	Finance & Administration	Bursar
Purchasing Assistant	12	2	Finance & Administration	Purchasing
Secretary - Facilities Management	12	2	Finance & Administration	Facilities Management
Administrative Assistant	12	2	Finance & Administration	Information Technology
Secretary - SED Dean's Office	10	2	Academic Affairs	SED Dean's Office
Financial Aid Assistant I	12	2	Enrollment Management	Financial Aid
User Services Specialist	12	2	Academic Affairs	Library
Asset & Property Technician	12	2	Finance & Administration	Purchasing
Mail and Copy Center Clerk	12	2	Finance & Administration	Central Services
Bursar Cashier	12	2	Finance & Administration	Bursar
Secretary Tutorial Support Services	10	2	Academic Affairs	Ctr. For Academic Development
Help Desk Support Analyst	12	2	Finance & Administration	Information Technology
Secretary - FCAS	12	2	Academic Affairs	FCAS Dean's Office
Mail and Copy Center Clerk	12	2	Finance & Administration	Central Services
Secretary - GSB Dean's Office	12	2	Academic Affairs	GSB Dean's Office
Bursar Cashier	12	2	Finance & Administration	Bursar
Financial Aid Assistant I	12	2	Enrollment Management	Financial Aid
Registration Coordinator	12	2	Academic Affairs	Registrar
Secretary - GSB Dean's Office	9	2	Academic Affairs	GSB Dean's Office
Secretary to the Registrar	12	2	Academic Affairs	Registrar
Secretary, Social Sciences	12	2	Academic Affairs	Dean's Office
Secretary - Counseling	11	2	Student Life	Counseling
Admission Applications Processor	9	2	Enrollment Management	Admissions
Secretary, Humanities	11	2	Academic Affairs	FCAS Dean's Office
Student Accounts Processor	12	2	Finance & Administration	Bursar
Medical Receptionist	9	1	Student Life	Health Services
Unicard Id Assistant/Secretary	10	1	Student Life	Upper Commons

APPENDIX B

Roger Williams University's POSITION CLASSIFICATION POLICY & PROCEDURE

PREFACE

University positions are carefully and deliberately created in response to mature organizational planning in furtherance of the university's mission. The resulting position roster will be measured as a concise statement of organizational acumen, utilizing identified and available budget to improve upon measurable outcomes from the full array of assigned responsibilities that together constitute the university's staffing patterns.

POLICY STATEMENT

Position Classification:

University positions are created and classified at the outset, with significant task, responsibility and volume latitude, representing a position roster derived from prudent attention to short and long term employment initiatives. Positions and position families are classified to accurately reflect comparable differences in scope and complexity of responsibility, expertise (including continually changing levels of expertise demanded by the discipline), accountability of performance, impact of performance upon the university's successful operation and market pricing. Growth and alteration of assignments and focus within a position are planned, expected and accordingly classified. It is not a reason to reclassify a position.

Position Reclassification:

Position reclassification is a deliberate, significant and authorized adjustment to the character of the university's diversified position roster. Whether arising from the slow but authorized evolution of a position to accommodate increasing departmental demands or as a result of planned restructuring of responsibilities in furtherance of effective, efficient delivery of service, the decision to reclassify a position is nevertheless a decision to adopt and fund a newly recognized position. Therefore, reclassification shall occur only when the university determines, incumbency aside, that the good faith submission (1) is founded in fact, (2) defines adjustments in prior position responsibilities that are so significant that a new position has been or need be created (3) is fiscally prudent, and (4) best meets the university's needs.

A reclassification is neither an acceptable alternative compensation program nor a proper response to a mere increase in volume of work, but a concise measure of prudent managerial planning and commitment toward university excellence. As such, it is a decision reserved to university senior staff, will be exercised with full and deliberate accountability and is considered an exception to the regular compensation and classification program of the university. Except and only when classification, consistent with this policy, is planned at the outset to evolve into one or more reclassifications as operations and affiliated personnel needs mature, reclassifications, by definition, will be infrequent and not driven by informal work level adjustments, but by formal, approved personnel planning. A pattern of unscheduled reclassifications requests indicates, at least, a lack of managerial prudence and planning.

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The basis of proposed reclassification must then be founded in a good faith submission that the position's characteristic responsibilities, accountability, complexity, difficulty, impact and ultimately, its value to the university have changed significantly as the necessary evolution of a cohesive, productive, fiscally responsible, staffing pattern.

PROCESS

1. Both initial position classification and position reclassification demand the same type and level of construction and review. All position authorization and initial classification or reclassification review will commence only upon the directive of the university's President or appropriate Vice President (Initiator) following consultation with the Chief Human Resources Officer and those members of the university's managerial staff responsible for proper administration of the position and its expectation and attributes. Reclassification review may be requested no more than once per year by the incumbent of a position with at least one full year of appointment to the position, prior to the request and the interval between requests must be at least one year. However, reclassification review will be commenced only upon the express endorsement of the applicable Initiator.
 - a. The Chief Human Resources Officer, where program review indicates a significant, unannounced and continuing position adjustment, may, following consultation with the appropriate Vice President, commence a review in accordance with this policy and procedure.
2. The process is initiated by the completion and submission of a Classification/Reclassification Request Form to the Department of Human Resources. The form must be signed as a formal proposal by the relevant Initiator and the submission must include the following documentation:
 - a. Formal, detailed business and organizational rationale for the position creation or change (even if supporting a temporary adjustment).
 - b. Organization impact statement. This must include organization charts prior to and following the proposed action. Additionally, an explanation must be provided of how, or if, the proposed action will (or has) significantly affected other positions within the department, division or operations area.
 - c. Completed position questionnaire or proposed job description in authorized format, concerning the position for which evaluation is being requested.
3. A classification or reclassification request will then be reviewed and the position analyzed by the Department of Human Resources. Those meeting all of the above prerequisites will be evaluated against the following, relevant criteria:
 - a. Standardized Compensation Evaluation Tool (e.g., Hay Pt. Factor, Paired Comparison)

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- b. External, validated, market data and survey studies
- c. Reciprocal impact on proper classification where other positions holding similar responsibilities exist.

Notification to and consultation with the Initiator and/or the Initiator's express managerial designee, directly responsible for the position's performance delivery, will occur if documentation is incomplete, or additional discussion is warranted.

- 4. In consultation with, consistent with and following the evaluation by the Department of Human Resources, the final determination to adopt or reject the proposed classification/reclassification shall be made by the Initiator responsible for position authorization, in accordance with the university's Employment Processing Policy and Procedure and budgetary constraints. The following will then occur:

Classification: The position(s) will be populated and salary(ies) initially set within the position's compensation parameters and as further restricted by such applicable salary policy(ies) governing the particular position. As a general rule, newly hired employees will not be placed in a position above the midpoint of the wage range of the position. Placement above the midpoint denotes an assessment by the Initiator that the person selected to fill the position is both fully credentialed and predicts immediate, significant, superior performance results.

Reclassification: Notification to the incumbent of the final decision will be made by either the Department of Human Resources or the Initiator as directed by the Initiator. The incumbent of the proposed reclassification will then experience one of the following resolutions:

Salary Base Adjustment:

Remain in the recertified position with salary adjustment upward or downward, consistent with governing policy(ies). This will occur where the incumbent is found qualified for the reclassified position holding a different salary grade than the prior position.

Non-Base Adjustment:

Remain in the recertified position, with or without adjustment in responsibilities and without adjustment in base salary, but with a fixed value, non-base adjustment in pay to reflect temporary, authorized performance at a higher salary level than determined to be warranted by the recertified position. This will occur where the submission is founded in fact and defines a level of compensably elevated responsibilities for a defined period of time but is either not fiscally prudent or determined by the university not to best meet its continuing needs.

Preferred Candidate Status:

Preferred candidate status and pending layoff if not selected as the successor to the reclassified position. This will occur where either the incumbent's measured qualifications are deemed reasonably uncertain for that demanded by the reclassified position, or the reclassified position is in an area of employment where there is both significant under-utilization of women and/or minority candidates (as measured and reported by the

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Department of Human Resources and concerning the university's equal employment opportunity program) and an identifiable pool of underutilized prospective candidates. During the pendency of final determination as to the successor to the reclassified position, the incumbent will be afforded that compensation determined appropriate to the reclassification, as set out herein.

No Change:

Incumbent will remain in the position as recertified, being deemed qualified for the recertified position, but will not receive any compensation adjustment. This will occur when the job as reviewed warrants no increase in pay whether or not job duties are altered.

5. **Compensation Adjustments Following Reclassification:** There shall be no expectation of a positive salary adjustment accompanying a reclassification. Compensation adjustments will occur only when the effective administration of the university's salary structure and program demand it.
 - a. All positive adjustments shall be implemented as of the date that the university finds that positional changes became both significant enough and of a permanent nature to warrant reclassification, but in no event earlier than the date the formal authorization to proceed with a classification review is either received or initiated by the Chief Human Resources Officer.

Positive salary adjustments shall be effected such that:

- (1) **General Rule:** Except and only under the circumstance set out immediately below, all salary increases shall be limited to a maximum increase of 5% or that increase necessary to achieve placement at the base of the reclassified salary range, whichever is greater. To illustrate, if an employee's salary is \$40,000 and at the 50th percentile, and the reclassified salary range is \$40,000 to \$60,000, the employee will receive up to a \$2,000 increase to \$42,000.
- (2) **Performance Certified Alternative:** If and when the incumbent has, of record, been previously identified in a fully executed annual performance evaluation as highly successful in performance of the position, specifically including performance of those responsibilities that resulted in the reclassification, the increase may exceed that set out by the "General Rule" above, but under no circumstance shall the increase exceed that amount that will maintain the employee's relative position in the salary range of the deleted position. To illustrate, if an employee's salary is at the 60th percentile of the deleted position's salary range and it is determined that the employee was performing those duties that resulted in reclassification at a highly successful level, that employee may be placed on the new position's salary range at a salary no higher than the 60th percentile of the new position's salary range. The final, fully accountable decision as to the proper

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increase will be made by the Initiator, after considering, in addition to positive performance of the reclassified position responsibilities, position valuation, market competitiveness, and fiscal responsibilities.

- b. All negative adjustments shall be implemented in the first full pay period following the date that the university formally notifies the reclassified position incumbent of the university decision. Negative salary adjustment shall be effected such that:
 - (1) Incumbents shall be placed no lower than their relative position in salary scheme. Conversely, incumbents will be placed no higher than either their former salary or the ceiling of the new range whichever is less. To illustrate, if an employee's salary is \$50,000 and at the 60th percentile of the deleted position and the salary range of the successor position is \$20,000-\$40,000 (60th percentile equals \$32,000), the employee will be placed no lower than \$32,000 and no higher than \$40,000. The final, fully accountable decision will be made by the Initiator, following consultation with the Department of Human Resources and after having considered relative position valuation, market competitiveness, prior performance and fiscal responsibilities.
6. **Reclassification Appeals:** An employee, either denied reclassification or whose request for reclassification initiation is rejected two consecutive times by the Initiator, may forward an appeal of the determination as follows.
- a. Within thirty (30) calendar days of written notification of the university's reclassification determination, the incumbent (Appellant) or the Initiator on behalf of the Appellant, may file a written appeal to the University Classification Appeal Committee (UCAC). The appeal must set out the basis for the appeal and the facts in support of the appeal.
- or —
- Within fifteen (15) calendar days of written notification to the position's incumbent, of the Initiator's second rejection of a reclassification request, the Appellant may file a written appeal to the UCAC. The appeal must set out all facts in support of the appeal with requisite detail to enable a credible review of the record.
- The UCAC is comprised of the Chief Human Resources Officer as chair and two other Vice Presidents; one selected by the Appellant and one selected by the Chief Human Resources Officer. The Initiator may not serve on the UCAC.
- b. The UCAC shall convene, review the written appeal and upon either a specific request of the Initiator, or the Appellant or at its discretion, shall hold a hearing wherein the evidence is tested and the appealed decision reexamined. The UCAC shall issue a written response to the Appellant, with rationale for its determination

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to either uphold the original decision(s) or modify same, in accordance with governing policy and its findings of fact. This response will issue within thirty (30) days of the hearing or forty-five (45) days of the UCAC's receipt of the written appeal, whichever is later. This decision by the UCAC shall be final and binding.

- c. The basis for an appeal of a reclassification decision shall be limited to:
 - (1) The position has not been accurately described and therefore a reasonable evaluation could not be accurately completed.
 - (2) The evaluation of the position was conducted inaccurately. The standard of review is whether there was a reasonable basis for the classification of the appealed position. There need not be a reevaluation of the position by the UCAC.
- d. The basis for an appeal of a rejection of a reclassification request may only be that the determination was arbitrary and capricious and that the employee was actually required to continuously work outside the scope of the classified position. The burden of proof rests with the employee. A successful appeal will result in a reclassification review.
- e. All salary actions are held in suspense pending resolution of the appeal. Effective dates of any compensation adjustment are as described above. An unsuccessful appeal will result in a disqualification of the Appellant's right to request reclassification review for two years from date of UCAC finding.

EXCEPTIONS

Exceptions to policy and procedure herein set out are strictly reserved for the President.

PRACTICES & PROTOCOLS

The internal practices and protocols attendant to administration of the Classification/Reclassification Policy and Procedure of the university are in accordance with and found in the University's Employment Processing Policy and Procedure, herein incorporated by reference, and are otherwise to be interpreted as consistent with standing protocols as same are amended and announced from time to time.