

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

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

**In**

**BRISTOL, RHODE ISLAND**

**EFFECTIVE DATE: DECEMBER 19, 2022**

**EXPIRATION DATE: AUGUST 31, 2025**

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1 **AGREEMENT**

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

8 **WITNESSETH**

9  
10 It is the intention of the University and the Association in entering into this Agreement to  
11 promote good relations among the University and the employees of the University represented  
12 by the Association. It is the further intent of the Association and the University to continue to  
13 work together; to provide and to maintain mutually satisfactory terms and conditions of  
14 employment; to prevent as well as to adjust misunderstandings or grievances relating to  
15 employment, and to provide that there shall be no interruption in work. Any misunderstandings  
16 as to the interpretation and application of the terms of this Agreement which arise between the  
17 University and the employees of the University represented by the Association, shall be resolved,  
18 adjusted and settled in accordance with the procedures set forth in this Agreement.  
19

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

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

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

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

- 41  
42 **I.** No employee governed by this Agreement (MBU) shall be required to join  
43 the Association as a condition of employment. Neither shall any MBU be  
44 discriminated against by either the University or the Association on

45 account of membership or non-membership in the Association. The University  
46 agrees that a statement explaining the rights and obligations of MBUs under the  
47 terms of this section will be included in all offers of employment. Additionally,  
48 both the University and the Association agree to provide an opportunity to newly  
49 hired MBUs, for a full explanation of the rights and obligations under the terms of  
50 this section in a scheduled or special orientation forum where both the University  
51 and the Association designees are invited to be present.  
52

53 **II.** The terms of employment of all MBUs are covered by the collective  
54 bargaining agreement negotiated by the University and the Association. The  
55 parties recognize, additionally, that the Association is legally required to fairly  
56 and fully represent all individuals included in the bargaining unit, whether they  
57 are Association members or not. The negotiation and administration of this  
58 Agreement entails expenses for all MBUs covered by this Agreement. Therefore,  
59 an MBU who does not choose to join the Association, shall pay an Agency Fee  
60 Charge, representing the cost of collective bargaining, as determined by the  
61 National Education Association of Rhode Island, providing that such charge shall  
62 be calculated to include only such costs and not other expenses/activities of the  
63 Association or its affiliates, and provided that membership in the Association has  
64 not been denied to the MBU for reasons other than non-payment of dues  
65 uniformly required as a condition of membership. Payment of this Agency Fee  
66 Charge by such MBU shall be a condition of employment and shall be formally  
67 noticed by the Association, including the amount of the charge, to each MBU,  
68 with copy to the University, through its Executive Vice President for Finance &  
69 Administration (EVPF&A) or EVPF&A's express designee.  
70

71 **III.** Each time the Association Dues or Agency Fee Charges are adjusted, the  
72 notice must be renewed to all MBUs with copy to University through its  
73 EVPF&A. The collection of either Association Dues or Agency Fee Charges  
74 shall be from payroll deduction by University's Payroll Division of the  
75 Department of Human Resources (HR), acting for University and on behalf of the  
76 Association as follows:  
77

78 **A.** Following completion of the standard one hundred twenty (120) calendar day  
79 probationary period of employment for full-time MBUs and the standard one  
80 hundred fifty (150) day probationary period of employment for part-time  
81 MBUs, or the first two hundred ten (210) calendar days following date of hire  
82 for part-time MBUs, whichever first occurs, Agency Fee Charges will  
83 commence in the first, full payroll, and that Agency Fee Charge will be  
84 ratably apportioned on a biweekly basis as set up by the Association and  
85 delivered to HR. This deduction procedure shall continue until Association  
86 Dues are voluntarily invoked by the MBU in accordance with provision B.  
87 below.  
88

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

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

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

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

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

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

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

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135  
136

**ARTICLE III  
RIGHTS OF MANAGEMENT**

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

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**ARTICLE IV  
STRIKE-LOCKOUT**

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

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159

**ARTICLE V  
DISPUTE RESOLUTION & DISCIPLINE**

160  
161

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

162  
163 **I.** A committee consisting of University and Association representatives may  
164 meet for the purpose of reviewing the administration of this Agreement and to discuss problems  
165 which may arise.

166  
167 **II.** Either party to this Agreement may request a meeting and shall submit a written agenda  
168 of topics to be discussed seven (7) days prior to such meeting. Request by the Association for  
169 such a meeting will be made to the Office of General Counsel.

170  
171 Quarterly, on March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup>, the University and Association  
172 will meet to review issues of importance and/or concern to seek proactive resolution to those  
173 issues.

174  
175 These meetings are not intended to bypass the grievance procedure, the normal administrative  
176 structure, or to be considered collective negotiating meetings, but are intended as a means of  
177 fostering good employee relations through an exchange of views between the parties to this  
178 Agreement. Amendments to this Agreement may be discussed as a proactive measure for  
179 potential dispute resolution.

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

**Section 5.B. Grievance**

**I. Definition of Grievance**

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

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

**II. Grievance Procedure**

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

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

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

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

226  
227 **Step 3:** If the Association is not satisfied with the disposition of the grievance at Step 2,  
228 or if no disposition has been made within ten (10) business days after the meeting, the  
229 grievance will be referred to the Federal Mediation and Conciliation Service (FMCS) for  
230 grievance mediation, which will begin as soon as can be mutually scheduled. Any  
231 discussions or communications that occur between the parties during such mediation  
232 shall be confidential and shall not be cited to or offered as evidence and admissible in any  
233 court or arbitration proceeding. Either party may, upon written notice to the other, elect  
234 to waive the requirements of Step 3 and proceed directly to arbitration as outlined below.  
235

236 **Step 4:** If settlement is not reached at Step 3, the Association only may, within thirty  
237 (30) working days after the mediation's closure (or, if mediation waived by the parties,  
238 within thirty (30) working days of the date of the Step 2 decision's issuance, or within  
239 thirty (30) working days of the date that disposition should have been rendered,  
240 whichever is sooner), demand arbitration before an impartial arbitrator under the rules of  
241 the American Arbitration Association. , Subject to those limitations stated herein, the  
242 appointed arbitrator's decision shall be final and binding upon both parties. The arbitrator  
243 shall be selected pursuant to the rules and procedures of the American Arbitration  
244 Association whose rules shall likewise govern the arbitration procedure. The arbitrator  
245 shall not add to, subtract from, change or disregard any of the terms or provisions of this  
246 Agreement. The fees and other charges of the arbitrator shall be equally divided between  
247 the parties.  
248

### 249 **III. Employee's and University's Right to Settle Individual Grievances Without** 250 **Precedent**

251  
252 The Association and the University jointly acknowledge the right of any of the employees  
253 involved to present individual grievances directly to their supervisor or the Director of Facilities  
254 Management as appropriate and, without precedent or persuasive authority of any kind  
255 whatsoever, to work out the settlement of such individual grievances. Proposed but failed  
256 settlement of any such grievance may not be used as evidence of any kind in any proceeding.  
257 Further, individual employees shall not have the right to proceed to, or demand, arbitration under  
258 this Agreement.  
259

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

261  
262 Where Steps 1, 2 and 3 of the grievance procedure take place during working hours, time  
263 incurred during a scheduled work shift of the Chief Steward or any grievant as a result of their  
264 attending a grievance hearing or formal arbitration hearing during work hours will be fully paid  
265 release time from their work shift.  
266

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

268  
269 **I.** A disciplinary measure imposed upon an employee may be processed as a grievance as  
270 set out above.  
271

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

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

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

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

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

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

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

303  
304

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

307  
308

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

310

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

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

319

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

321

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

325

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

335

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

337

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

340

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

342

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

351

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

356

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

358

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

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

366  
367 **A.** An emergency closing may, but need not be affected University-wide. It may  
368 also be regional to a building, area or part thereof and/or it may be functional to a group,  
369 operation or event.

370  
371 **II.** An emergency closing may be declared at any hour of the day, with immediate  
372 notification to the Chief Steward, and shall remain effective for the period specified by said  
373 authority or in the absence of a specified period, for eight (8) hours from the time the closing is  
374 declared.

375  
376 **III.** When the closing as defined by the University is effected, those employees specifically  
377 released as nonessential services personnel by the declaration shall be released from reporting to  
378 work and shall be compensated at their regular rate of pay for such released period. All essential  
379 services personnel, except as notified that they are released from reporting to work, are to report  
380 or remain at work during an emergency closing, and shall receive double their regular rate of pay  
381 for that period of actual work reporting, during the University-declared emergency closing.

382  
383 **IV.** When closing is regional to a building, area, or part thereof, and the  
384 University provides alternative work site(s) for affected individuals, those  
385 employees are expected to remain at the alternative work site(s) and will receive their regular  
386 rate of pay for the regular shift(s) worked at the alternative work site(s). A regional closing or a  
387 functional closing (such as the early closing of scheduled classes), does not of itself enable the  
388 work release of any employees.

389  
390 **V.** Facilities personnel are essential services personnel unless otherwise specifically notified  
391 in writing by the Director of Facilities that they have been released from said designation and the  
392 conditions or duration of such release.

393  
394 Unless employees designated herein as “essential services personnel” are specifically and  
395 expressly relieved of that designation in writing, they are and shall remain, essential services  
396 personnel.

397  
398 **Section 6.F. No Smoking Policy**

399  
400 **I.** MBUs shall abide by the University’s Smoking Policy  
401 (<https://www.rwu.edu/sites/default/files/smokingpolicy.pdf> - (Rev. 08/21/14)), as it may be  
402 amended from time to time, following notice to and consultation with the Association.

403

404 **ARTICLE VII**  
405 **EMPLOYMENT**  
406

407 **Section 7.A. Pledge Against Discrimination, Coercion & Conflicts of Interest**  
408

409 **I.** The provisions of this Agreement and all correlative employment practices shall be  
410 applied equally to all employees without regard to age, ethnicity, disability, marital status,  
411 national origin, race, religion, gender, sexual orientation, veteran status or political affiliation as  
412 defined by law and unless otherwise prohibited by applicable law.  
413

414 **II.** All references to employees in this Agreement designate both sexes, and wherever one  
415 gender is used, it shall be construed to reference persons of all gender identities.  
416

417 **III.** The Association recognizes its responsibility as bargaining agent and agrees to represent  
418 all employees in the bargaining unit without discrimination, interference, restraint or coercion  
419 regardless of membership or lack of membership in the Association.  
420

421 **IV.** The University agrees there shall be no discrimination, interference, restraint or coercion  
422 against or involving any employee because of Association membership or lack of membership or  
423 because of employee activity or lack of activity concerning any legal activities of the  
424 Association, except that both parties to this Agreement understand and agree that employees of  
425 University have a primary employment responsibility to University and employees may not  
426 engage in activity that conflicts with that primary employment responsibility; specifically and  
427 primarily; including by way of example, the abuse of accruals to pursue other employment.  
428

429 **Section 7.B. Probationary Employment**  
430

431 **I.** Full-time employees, new to the bargaining unit shall, upon hire into an Association-  
432 recognized and represented position, serve a probationary period of employment of one hundred  
433 twenty (120) calendar days during which the provisions of this Agreement do not apply. The  
434 University may extend the probationary period; one time only; at its discretion for up to a  
435 maximum of thirty (30) additional calendar days upon at least one (1) week's notice to the  
436 Association and employee, prior to expiration of the probationary period. During an extension of  
437 the probationary period, the provisions of this Agreement apply except that the probationary  
438 employee may be terminated "at will" by University and the probationary employee shall have  
439 no recourse to termination including utilization of the grievance procedure. Part-time  
440 employees' probationary period shall be one hundred and fifty (150) days. All other provisions  
441 as set out immediately above in this provision apply to part-time employees.  
442

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

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

452

453 **Section 7.C. Seniority**

454

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

456

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

466

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

470

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

477

478

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

480

481 **1.** Voluntary resignation/retirement.

482

483 **2.** Termination for cause.

484

485 **3.** Layoff for a period exceeding eighteen (18) months.

486

487 **4.** Failure to return following notice of recall (see III.B. below).

488

489 **5.** Transfer to a position outside the bargaining unit.

490

491 **6.** Termination during an extended probationary period.

492

493 **7.** Death.

494

495

496 **III. Application of Seniority**

497

498 **A. Layoff**

499

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

504

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

511

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

523

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

530

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

537

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

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**B. Recall**

1. Only non-probationary employees are eligible for recall.
2. The recall period shall be for eighteen (18) months from date of layoff.
3. Recall shall take place with the most senior employee on layoff in the job classification recalled, first recalled.
4. Recall shall be served upon an employee to be recalled by certified mail, return receipt requested at employee's last known address. The recalled employee must respond to the notice of recall 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 in a signed writing. Employee accepting recall must return to work as instructed, within two (2) weeks of receipt of the recall notice.

**C. Qualifications Evaluation for Position Openings**

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

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

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

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

592

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

594

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

596

597 All positions whose incumbents are regularly and continually scheduled for forty (40) hours of  
598 work per week, year round, are full-time positions. All positions which average at least sixteen  
599 (16) hours per week over the course of each six (6) month period are considered regular, part-  
600 time positions, except that all Shuttle Drivers 'positions which average at least eight (8) hours per  
601 week over the course of each six (6) month period are considered regular, part-time positions.

602 All part-time Shuttle Drivers who average at least eight (8) hours per week but less than sixteen  
603 (16) hours per week of service have secondary bid preference to regular part-time bargaining unit  
604 employees when qualifications are deemed equal and seniority governs as a tie breaker. Regular  
605 full-time and part-time employees occupying such positions are members of the bargaining unit.

606

### 607 **II. Temporary Positions**

608

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

621

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

630

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

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

641  
642 **C.** Pre-qualification shall be established by identifiable assessment standard(s) (as  
643 outlined by position description and/or published qualification standards or state licensure as  
644 required in position description) and will be available for assessment of an employee, upon  
645 reasonable notice and following any employee's request. Further, any employee desiring to pre-  
646 qualify for a position shall, upon request, be given an outline of the standards expected which  
647 may be the job description or an abstract of the job description encompassing the work and skills  
648 expected, as well as recommendations of pertinent reference material where said information is  
649 in the possession of the supervisor at the time of the request. MBU's who have continuously  
650 served in a temporary assignment for a period of 120 days or longer shall be considered pre-  
651 qualified to perform the duties of the position associated with such temporary assignment.

652  
653 **III. Roger Williams University Student Employment**

654  
655 University students may work up to twenty (20) hours per week in the Facilities Department  
656 during the academic year, as assigned by the University. This employment is not recognized as  
657 bargaining unit employment. A complete list of all University student's names who have been  
658 hired to perform work regularly performed, during the academic year, by MBUs and their  
659 collective hours of work over the previous thirty (30) days, shall be submitted to the Association  
660 Chief Steward on the first work day of each month, commencing with the first full month  
661 following ratification of this Agreement.

662  
663 RWU will, for between every one (1) and four (4) non-bargaining unit employees temporarily  
664 hired under Article VII to supplement its summer (i.e., non-academic year) groundskeeping  
665 workforce per summer, offer one (1) (or two (2) when staffing levels permit), interested,  
666 minimally qualified MBU(s) the opportunity to be temporarily reassigned to a higher level  
667 developmental opportunity in a position under the terms outlined in Article VII.D.II. Consistent  
668 with the considerations outlined in Article VII.D.II, and after good faith consultation with the  
669 Association, and after considering seniority and equitable distribution of developmental  
670 opportunities amongst MBUs, RWU shall make the final determination as to which MBU(s) will  
671 be offered the temporary reassignment(s) referenced in the immediately preceding paragraph.  
672 RWU further retains the right and prerogative to determine whether, when, and/or with whom to  
673 backfill the permanent position held by any temporarily reassigned MBU during the period that  
674 (s)he is temporarily reassigned pursuant to the terms outlined in the immediately preceding  
675 paragraph.

676  
677 The University will make its best good faith efforts to commence the assignment of any MBU(s)  
678 selected for the higher level developmental opportunity referenced herein by the first or second

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

681  
682 **IV. Casual Employment**

683  
684 Employees who work less than sixteen (16) hours per week on average, calculated each six (6)  
685 months of employment in the Facilities Department are not members of the bargaining unit. This  
686 threshold of employment is defined as casual employment.

687  
688 **A.** Shuttle Drivers who work less than eight (8) hours per week on average,  
689 calculated each six (6) months of employment in the Department of Public Safety are not  
690 members of the bargaining unit. This threshold of employment is defined as “casual  
691 employment”.

692  
693 **V. Supervisors & Bargaining Unit Work**

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

698  
699 Supervisors who perform bargaining unit work, estimated to be at least one hour, shall notify the  
700 Association Steward when and as soon as practicable.

701  
702 **VI. Periodic Review**

703  
704 In order to track proper administration of the foregoing, University will provide the Association  
705 with a monthly report indicating temporary employment and duration and casual employment  
706 and duration. Any non- bargaining unit employee who works at least six (6) months and exceeds  
707 the sixteen (16) hour per week work average, will become a non-probationary member of the  
708 bargaining unit thereafter unless such employee is dismissed on or before the end of the sixth  
709 month of non- bargaining unit employment.

710  
711 **Section 7.E. Shift Transfer**

712  
713 When shift transfers are determined as necessary by the University and the transferred shift will  
714 be for more than one (1) week, prior to directed transfers, the University will seek and accept  
715 qualified volunteers to change shifts. If there is more than one (1) volunteer deemed equally  
716 qualified by the University for the transfer, the most senior volunteer will be transferred. If there  
717 are no volunteers, the most junior qualified employee in the transferred job classification will be  
718 transferred. Except in the case of emergency, the employee transferred involuntarily will be  
719 given ten (10) days 'notice (from date of reassignment) to rearrange his/her personal schedule  
720 and commence the new shift. The Association will be copied on all such notices.

721

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

723  
724 The regular workweek shall consist of five (5) eight (8) hour days, making a total of forty (40)  
725 hours per week. All work in excess of forty (40) hours within the employee's scheduled  
726 workweek, or in excess of eight (8) hours per day shall be paid at the rate of time and one-half  
727 (1½) of the individual employee's straight-time hourly rate. Full-time employees will be entitled  
728 to have two (2) consecutive days off per week; such days off to be scheduled by management.  
729 No employee shall receive overtime pay unless overtime work has been authorized by the  
730 designated supervisor. The pay period shall be Saturday to Friday, inclusive.

731  
732 **Section 7.G. Working Hours**

733  
734 **I. Basic Rule**

735  
736 Hours of work for all non-probationary, regular, full-time and part-time employees, shall be  
737 continuous with the exception of an unpaid lunch period. Subject to the foregoing, and Section  
738 7.F. Shift Transfer, the University retains its prerogative to set and change the work hours and  
739 work shifts of all employees. However, such adjustments shall neither be arbitrary nor  
740 capricious nor utilized as a disciplinary measure.

741  
742 **II. Lunch Period**

743  
744 Every member of the bargaining unit who is scheduled to work at least six  
745 (6) hours in a given day is entitled to a one-half (½) hour lunch period to be taken as set out by  
746 University.

747  
748 **III. Paid Break Period(s)**

749  
750 One (1) fifteen (15) minute, paid break period shall be granted to each employee for each  
751 scheduled and worked four (4) hour period. Therefore, a full-time regular employee shall be  
752 entitled to two (2) fifteen (15) minute paid break periods per eight (8) hour work shift. With the  
753 consent of the University, which shall not be unreasonably denied, one (1) or more paid breaks,  
754 as set out herein, may be combined with the unpaid lunch period to permit a longer lunch break  
755 period and ensure that the one-half (½) hour lunch period isn't extended without authorization.

756  
757 **Section 7.H. Overtime**

758  
759 **I. Basic Rule**

760  
761 All work in excess of forty (40) hours within the assigned workweek, in excess of eight (8) hours  
762 per day or on an employee's regular days off each week, shall be paid at the rate of time and one-  
763 half (1½) the individual employee's straight-time hourly rate. Time off for holidays and paid  
764 sick leave under this Agreement will be considered hours worked for purposes of computing  
765 weekly overtime compensation. Overtime is not a matter of entitlement under any  
766 circumstances, but a pay rate when work beyond the eight (8) hour day, forty (40) hour week or  
767 an employee's regular days off is available and either offered or directed by the University.

768 MBU's may, at the University's discretion, be offered the opportunity to volunteer for and be  
769 assigned to work overtime opportunities outside of his or her position classification provided that  
770 such assignments do not conflict with the MBU's assigned primary work schedule and/or duties  
771 associated with the MBU's primary job classification. Overtime opportunities shall be offered to  
772 employees within the subject job classification prior to extending such opportunities to MBUs  
773 whose primary position is outside of the subject classification. For purposes of offering and  
774 extending overtime opportunities to MBUs outside of the subject job classification, the  
775 University retains the sole discretion to determine whether or not the MBU who seeks the  
776 additional assignment outside of his or her classification is qualified, provided such  
777 determinations are neither arbitrary nor capricious. The hourly wage for overtime assignments  
778 granted under this paragraph shall be calculated based upon the hourly base wage rate for the  
779 position classification in which the overtime opportunity arises.  
780

781 In the case of snow-removal and other storm-related emergency closure details to which MBUs  
782 are assigned, the rate of pay for MBUs who work in such assignments will be calculated based  
783 upon the hourly wage rate of an MBU's position of record. If, however, a Maintenance  
784 Specialist or Custodian is both licensed and assigned to operate heavy snow removal equipment,  
785 then s/he shall be paid at the Groundskeeper I rate for the duration of such assignment. For  
786 purposes of this provision, the term "heavy snow removal equipment" shall exclude snow  
787 shovels and other hand tools, as well as snowblowers.  
788

## 789 **II. Overtime Equalization**

790

791 **A.** An overtime tally shall be prepared for each job classification and utilized for  
792 offering overtime to employees. Overtime shall be offered, within the affected classification to  
793 the member with the least amount of overtime. If the member(s) with the least amount of  
794 overtime on the tally sheet is/are not available or initially refuses to work, overtime will be  
795 charged each such employee for that time and it will be next offered to the next member on the  
796 overtime list.  
797

798 **B.** An employee out on authorized leave, including but not limited to sick leave,  
799 family leave and vacation leave is considered not available and accordingly will be charged. An  
800 individual out on leave who wishes to work overtime and can provide such clearance to return to  
801 work as required by University, may so inform his supervisor and if overtime assignment on an  
802 involuntary basis is directed by the University, the individual will be the first individual called  
803 prior to overtime assignment in inverse seniority order.  
804

805 **C.** An overtime list will be maintained and posted in each department on the bulletin  
806 board. The Association will be given a biweekly list of all overtime worked by members of the  
807 bargaining unit.  
808

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

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

815

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

817

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

825

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

827

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

834

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

838

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

846

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

850

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

855

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

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

862

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

864

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

869

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

872

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

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

877

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

879

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

882

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

888

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

898

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

902

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

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

909  
910 **A.** Upon completion the instrument will be returned to the Executive Vice President  
911 for Finance & Administration.

912  
913 **B.** Employees will identify their evaluations using their Employee Identification  
914 number which will be provided to them in advance.

915  
916  
917 **ARTICLE VIII**  
918 **SUBCONTRACTING**

919  
920 **I.** The University shall have the right to subcontract. Except in the case of an immediate  
921 need to subcontract, as determined by the University (based upon an emergency or its  
922 determination that it is necessary to begin to perform actual work best suited to subcontracting  
923 within a thirty (30) day period of time or less), the University will first notify the Association in  
924 writing, signed by a formal designee of the University, of its intent to subcontract and provide  
925 the Association a reasonable opportunity to discuss more economical and/or greater quality  
926 services through special agreement, than any subcontract that is of the character and scope of  
927 work for which Association-represented employees regularly perform (or may be called upon to  
928 perform) as part of their job description. If the Association is interested in offering an alternative  
929 services contract for the work to be subcontracted, it must notify the University within three (3)  
930 business days of its receipt of notification of the University's intent to subcontract and University  
931 will then provide a brief description of the work to be subcontracted and the cost of or cost basis,  
932 if one exists, for the subcontract. Within one (1) week of receipt of the University's  
933 subcontracting outline, the Association may make an alternative proposal for University to  
934 consider. The decision to subcontract or accept any alternative proposal from the Association is  
935 at the complete discretion of the University. During the term of this Agreement, the University  
936 will not enter into any subcontracts which reduce or have the direct effect of reducing the current  
937 number of bargaining unit positions. In the event the Association alleges that the University has  
938 violated this provision, the matter may immediately be filed for arbitration in accordance with  
939 the grievance procedure set out in this Agreement. Pending arbitration, the University and the  
940 Association agree to meet to explore mutual resolution of the controversy.

941  
942 **II.** The Association agrees that a subcontract, that is to be performed during the regularly  
943 scheduled hours of employees wishing to subcontract in replacement of their regular  
944 employment, is not a matter for arbitration hereunder.

945  
946 **III.** The University and the Association agree that the subcontracting activity of the  
947 University will be a scheduled Labor/Management Forum agenda item during the term of this  
948 Agreement and either party to this Agreement may reopen negotiations on this ARTICLE VIII  
949 only on or after July 1, 2017.

950

**ARTICLE IX  
BENEFITS**

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

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

**I. Available Leave**

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

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

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

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

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

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

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

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

996 thirteen (13) consecutive week leave in the same year as the up to twelve (12) week leave. (See  
997 provision II.A.1. below)  
998

999 An employee, in addition to the leaves described above, may take up to ten (10) hours of leave  
1000 during a defined twelve (12) month period to attend bona fide school-related activities, for their  
1001 biological, adopted or foster care child or otherwise legal ward, upon at least twenty-four (24)  
1002 hours' notice of the need for leave. This leave is unpaid but an employee's accrued vacation  
1003 leave may be used to supplement part or all of the leave on an hour for hour basis at the  
1004 employee's discretion.  
1005

## 1006 **II. Leave Limitations**

1007  
1008 **A.** Leave under provisions I. A., B., C. and D. and E. above qualify for leave up to  
1009 twelve (12) weeks alone or in combination with each other during each defined twelve (12)  
1010 month period set out below and also qualify for the alternate year extension from twelve (12) to  
1011 thirteen (13) weeks if the thirteen (13) weeks are consecutive. Leave under provision I.F. above  
1012 qualifies for leave up to twenty-six (26) weeks alone or in combination with I.A., B., C., D., and  
1013 E. during each defined twelve (12) month period set out below.  
1014

1015 **1.** All other qualifying conditions being met, an employee may be able to  
1016 take both up to a twelve (12) week leave under this policy and governing law and a thirteen (13)  
1017 consecutive week leave within the same year if the up to twelve (12) week leave is for any  
1018 reason other than to care for parents-in-law and an employee otherwise qualifies for a  
1019 thirteen (13) consecutive week leave to care for a parent-in-law under provision I.C. above.  
1020

1021 **B.** While the University may, at its complete discretion, or under other express,  
1022 governing policies of employment, authorize leaves of absence, either of greater duration or for  
1023 other purposes, the foregoing represents the maximum amount of leave, either alone or in  
1024 combination, under this policy and governing State and Federal law.  
1025

1026 **C.** For leaves taken pursuant to provision I. A. or B. above, the maximum twelve  
1027 (12) week period must commence prior to the child's first year following birth (I. A.) or prior to  
1028 the first anniversary date of an adoption or foster care placement (I. B.).  
1029

1030 **D.** The twelve (12) week period amounts to sixty (60) work days that may be taken  
1031 as set out in II.F. below.  
1032

1033 **E.** The twenty-six week period amounts to one hundred thirty (130) work days that  
1034 may be taken as set out in II.F. below.  
1035

1036 **F.** The twelve (12) week leave or twenty-six (26) week leave may be taken on a  
1037 consecutive week, intermittent weeks or reduced-time basis as follows:  
1038

1039 **1.** Intermittent leave consists of at least one (1) week intervals that are not  
1040 necessarily consecutive, and within the twelve (12) month period. Intermittent leave may only

1041 be scheduled and taken with the consent of the University, when invoking leave under provisions  
1042 I. A. or B. above.

1043  
1044 **2.** Reduced-time leave consists of a work reporting schedule that allows a  
1045 shortened work day or shortened work week. Reduced-time leave may only be scheduled and  
1046 taken with the consent of University when invoking provisions I. A. or B. above. An employee  
1047 on reduced-time leave may, at the discretion of the University, be transferred for the term of  
1048 leave, to another position of equivalent pay and benefits that better accommodates the  
1049 University. Leave under this provision shall be accounted for and charged on an hour for hour  
1050 basis.

1051  
1052 **3.** Requests for reduced-time leave or intermittent leave under provisions I.  
1053 A. and/or B. above, shall be forwarded to the Department of Human Resources for a case by case  
1054 review and determination following consultation with the department head or other appropriate  
1055 supervisor of the applicant.

1056  
1057 **4.** All leaves, for all reasons, are predicated upon the employee providing the  
1058 University as much notice as possible. Absent extraordinary circumstances, at least fifteen (15)  
1059 days advance notice of leave is required. Failure to provide such notice except where  
1060 appropriately waived, may result in a delay in commencement of leave at the University's  
1061 discretion, if otherwise entitled, for the requisite fifteen (15) day period.

### 1062 **III. Leave Validation**

1063 Each leave, as set out in provision I. above, is subject to the prerequisite validation as follows:

1064  
1065 **A.** Both provision I. A. and B. leaves must be validated, at the University's request,  
1066 as to the enabling facts of the leave. For example, it must be established by the applicant for  
1067 leave hereunder that he/she is the parent, within the express meaning of that term as hereinafter  
1068 defined.

1069  
1070  
1071 **B.** Leave, under provision I. C. & I. F. above, must be validated by a written  
1072 certification from a qualified, licensed, health care provider, that the employee is needed and  
1073 able to provide care directly related to and on account of an acutely or chronically debilitating  
1074 health condition requiring hospitalization and/or continuing licensed health provider intervention  
1075 and treatment. The certification must also specify the debilitating condition and the prognosis  
1076 for abatement or recovery with medical opinion as to time anticipated for abatement or recovery.  
1077 Finally, upon request by the University, the employee must validate, through reasonable means,  
1078 the enabling family relationship. Nothing herein relieves an employee of the responsibility to  
1079 provide certification(s) in accordance with this policy.

1080  
1081 **C.** Leave, under provision I. D. above, must be validated by a written certification of  
1082 expert opinion by a qualified, licensed, health care provider, describing, with reasonable  
1083 specificity, the debilitating illness or other work debilitating health related condition as well as  
1084 its disabling onset, affect and anticipated duration.

1085  
1086

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

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

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

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

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

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

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

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

1132

1133           **I.**       All medical records provided in accordance with policy and consistent with law  
1134 shall remain confidential with the University, and within the University, shall remain disclosable  
1135 only to the Department of Human Resources or those employees of the University with a need to  
1136 know the certified rationale, including by way of illustration, the President, Chief Human  
1137 Resources Officer, Vice President for Finance & Administration and the Office of General  
1138 Counsel or their express designee(s). The employee may choose to disclose the health condition  
1139 diagnosis to his/her immediate supervisor or others, in which case the legal confidentiality of the  
1140 information is waived with respect to such agents to which such information is disclosed or to  
1141 which disclosure is reasonably to be anticipated by the employee’s disclosure.  
1142

1143 **IV.    Leave Prerequisites**

1144  
1145           **A.    Prerequisite to the Twelve (12) Week Family Leave and/or Twenty-Six (26)**  
1146 **Week Family Leave**

1147  
1148           **1.**       An employee must have worked for the University at least one (1) year  
1149 (365 days) prior to commencement of leave. However, the time need not be consecutive nor  
1150 need it be full-time.  
1151

1152           **2.**       An employee must have worked a minimum of one thousand two hundred  
1153 fifty (1,250) hours in the year (12 consecutive months) immediately preceding the leave for any  
1154 and all leaves under provision I., above.  
1155

1156           **3.**       The hours prerequisites set out above refer to actual hours worked at the  
1157 University and do not refer to excused or unexcused absences.  
1158

1159  
1160           **B.    Prerequisite to the Thirteen (13) Consecutive Week Leave**

1161  
1162           **1.**       An employee must have been employed by the University for twelve (12)  
1163 consecutive months in at least a thirty (30) hour per week position prior to the leave. Therefore,  
1164 the employee requesting leave must have actually worked (or received University authorized and  
1165 University paid leave from work) for one thousand five hundred sixty (1,560) hours as  
1166 prerequisite for the leave. This does not include time on Workers’ Compensation or Rhode  
1167 Island TDI or either Short or Long Term Disability.  
1168

1169           **2.**       The thirteen (13) week leave will then be available after the passing of at  
1170 least another full year consisting of one thousand five hundred and sixty (1,560) hours of work as  
1171 set out in provision B.1. immediately above.  
1172

1173 **V.    Leave Year**

1174  
1175 The University will calculate available leave by the “rolling” method. This means that when  
1176 requesting otherwise available leave under this policy, the University will calculate the amount  
1177 of leave used within the immediately preceding twelve (12) months of employment and subtract  
1178 that number from the total number of days equal to twelve (12) work weeks (60 days) or twenty

1179 six (26) work weeks (130 days) or thirteen (13) consecutive work weeks in alternate years where  
1180 a thirteen (13) consecutive week leave may be invoked.

1181

## 1182 **VI. Leave Entitlements**

1183

1184 **A. Compensation:** Family leave is, of itself, an unpaid leave.

1185

1186 **1.** For leave under provisions I.C., D. and F. above, an employee may, at their  
1187 election, charge sick leave to remain paid during family leave until their sick leave is exhausted  
1188 or take the leave as unpaid, conserving their accrued sick leave for use at the conclusion of  
1189 family leave or at other times. Additionally, all employees will be afforded an option to charge  
1190 accrued vacation leave for the absence. For leave under provisions I.A., B., C., D., E. and F., an  
1191 employee will be afforded an option to charge accrued vacation leave for the absence.

1192

1193 **2.** Charged vacation, or sick leave banked accruals will be taken in hour for hour  
1194 increments of time taken to time charged for FLSA non-exempt employees. For FLSA exempt  
1195 employees, the charge will be rounded to the nearest half day. (For example, a professional staff  
1196 employee who takes four (4) full days and one six (6) hour day leave in one (1) week will be  
1197 charged five (5) full days accrued as thirty-five (35) hours of banked time) but a professional  
1198 staff employee who takes four (4) full days and one four and one-half (4½) hour day leave in one  
1199 (1) week will be charged four and one half (4½) days accrued as thirty-one and one-half (31½)  
1200 hours of banked time.

1201

1202 **3.** Elected or required utilization of paid vacation, or sick leave accruals does not  
1203 extend family leave or otherwise modify those other leaves available to employees of the  
1204 University.

1205

1206 **B. Health Benefits:** That health benefits coverage in effect and covering the  
1207 employee immediately prior to leave shall be maintained throughout the period of family leave  
1208 subject only to program participation and parameters alteration as appropriately negotiated  
1209 and/or implemented, consistent with law.

1210

1211 **C. Other Benefits:** Other benefits available to employees on leave shall be  
1212 governed by the provision applicable to the leave. If, for example, the employee is drawing paid  
1213 sick leave while depleting Family Leave, the provisions of sick leave policy not inconsistent with  
1214 this policy and law shall govern, while the provisions of unpaid leave policy that are not  
1215 inconsistent with this policy and law shall govern an unpaid family leave.

1216

1217 **D. Reinstatement:** An employee ready and able to return to his/her position of  
1218 employment immediately following exhaustion of family leave will be returned to his/her  
1219 position, or, at the University's discretion, to an equivalent position with equivalent pay and  
1220 benefits unless the employee would have been terminated in the absence of any leave (e.g.,  
1221 layoff, contractual non-reappointment, just cause independent of the leave or natural term  
1222 expiration of a terminal or  
1223 temporary position of employment).

1224

1225 **VII. Definitions**

1226

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

1231

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

1235

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

1244

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

1259

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

1266

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

1268

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

1271 treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the  
1272 temporary disability retired list, for a serious injury or illness; and (ii) a veteran (defined as a  
1273 person who served in the active military, Naval, or Air Service, and who was discharged or  
1274 released therefrom under conditions other than dishonorable) who is undergoing medical  
1275 treatment, recuperation, or therapy for a serious injury or illness and who was a member of the  
1276 Armed Forces, including a member of the National Guard or Reserves, at any time during the  
1277 five (5) year period preceding the date on which the veteran undergoes medical treatment,  
1278 recuperation, or therapy.

1279  
1280 **1. Outpatient Status** – the term “outpatient status”, with respect to a covered  
1281 servicemember, is the status of a member of the Armed Forces assigned to either a military medical  
1282 treatment facility as an outpatient; or a unit established for the purpose of providing command and  
1283 control of members of the Armed Forces receiving medical care as outpatients.

1284  
1285 **VIII. Jurisdiction**

1286  
1287 This policy applies to all employees of the University and shall be administered consistent with  
1288 other University policies, including collectively negotiated policies, and the law.

1289  
1290 **Section 9.B. Sick Leave**

1291  
1292 **I. Interpretation**

1293  
1294 Sick leave is a paid personal benefit that is accrued with active employment and shall be  
1295 construed consistent with ARTICLE IX, 9.A., Family Leave. Under certain conditions as set out  
1296 in ARTICLE IX, 9.A., Family Leave, both family leave and sick leave will be used  
1297 simultaneously. Under other conditions, sick leave as set out herein, will be used and depleted  
1298 separately from family leave eligibility and use. Finally, under certain conditions as set out  
1299 under ARTICLE IX, 9.A., Family Leave, family leave is available for use but sick leave is not  
1300 and will not be used. Any conflict which arises with family leave in administering this provision  
1301 will be resolved by subjugating this provision to that of family leave.

1302  
1303 **II. Accrual**

1304  
1305 Sick Leave shall accrue at a rate of one and one-quarter (1.25) working days per calendar month.  
1306 It shall be credited to employees on a biweekly basis from date of hire and may be used after the  
1307 ninetieth (90<sup>th</sup>) day of probationary period. Accrual shall continue on a biweekly basis, for each  
1308 month of active employment until the accrual cap is reached, at which time accrual stops until  
1309 depleted through proper utilization.

1310  
1311 **A.** “Active employment” shall be defined as:

1312 **1.** Regularly working as assigned by University at University, or  
1313 On University and Association bargained and University paid leave (sick, vacation, holiday), or  
1314

1315                   2.       On Workers' Compensation for purposes of continuing sick leave accrual  
1316 only.

1317  
1318                   **B.**       Sick leave will not accrue during a period of employment except active  
1319 employment.

1320  
1321 **III.    Utilization**

1322  
1323                   **A.**       Sick leave may be utilized by employees when they are unable to perform their  
1324 work by reason of personal illness, injury or exposure to contagious disease or for the attendance  
1325 of the employee upon a member of the immediate family who is seriously ill, or whose spouse is  
1326 hospitalized due to pregnancy. Employees shall notify their supervisor of sick leave utilization  
1327 by first calling the supervisor as named by the Director of Facilities Management and if they  
1328 neither reach them nor hear back within ninety (90) minutes after leaving a message, then by  
1329 contacting the facilities sick line and leaving a message as to the reason and anticipated duration  
1330 for the sick leave usage.

1331  
1332                   **1.**       Seriously ill shall be defined herein to mean "suffering from a certifiably  
1333 debilitating medical condition, significantly impairing one from performing the regular,  
1334 necessary, daily function of living without significant, continued assistance from another."

1335  
1336                   **B.**       An employee who has a work-disabling illness or injury may be assigned light  
1337 duty, upon request, if in the sole judgment of the University (1) a likelihood of re-injury is not  
1338 significant and (2) the work available for light duty is both needed by the University and paid at  
1339 a level that is consistent with the work performed. Any light duty assignments will conform with  
1340 all physical limitations.

1341  
1342                   **C.**       Accumulated sick leave may be used to grieve the death and/or attend the funeral  
1343 of the employee's immediate family; father, mother, spouse, child, foster child, grandparents,  
1344 sister or brother of employee and relatives of employees residing in the same household as  
1345 employee. Leave utilized for bereavement shall be limited to five (5) days per occurrence unless  
1346 exception for extraordinary reason is made by and at the discretion of the University, through its  
1347 Department of Human Resources.

1348  
1349                   **D.**       Sick leave is accrued and will be charged by the half-hour.

1350  
1351                   **E.**       There is no sick leave absent accrual. Therefore, an individual who has exhausted  
1352 his/her sick leave is not entitled to a leave of absence except and only as set out by ARTICLE  
1353 IX, 9.A., Family Leave, above.

1354  
1355 **IV.    Authorization & Validation**

1356  
1357                   **A.    Short-Term Leave:** Sick leave pursuant to this provision, of two (2) workweeks  
1358 or less, is considered a short-term leave and shall be authorized and/or validated as follows:

1359  
1360                   **1.    Anticipated Leave:** Any proper utilization of sick leave

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

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

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

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

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

1406                   a. Nature of illness or injury preventing the employee from working  
1407 and/or necessitating the absence.

1408  
1409  
1410                   b. Prognosis for recovery and anticipated date for return to work.

1411  
1412 The University may, at its option and expense, direct and secure a second medical opinion from a  
1413 University-selected physician and authorize or refuse the sick leave based thereon. During a  
1414 leave secured pursuant to this provision, the employee may be required to submit periodic  
1415 medical progress reports and verification or alteration of the originally anticipated return date  
1416 secured from the attending physician. The University reserves the right, at its own expense, to  
1417 direct and secure a second opinion from a University-selected physician during the long-term  
1418 leave of absence and continue or reject authorization and utilization of paid sick leave based  
1419 thereon.

1420  
1421 No employee may return to active employment with the University unless and until a physician's  
1422 specific prognosis of the employee's recovery from the disabling aspects of the paid illness or  
1423 injury is certified by said physician, in writing.

1424  
1425                   **2. Unanticipated Leave:** While prior notification and approval may, in  
1426 extraordinary circumstances, be impossible or impracticable for every circumstance and  
1427 condition enabling long-term leave, the same procedures and reciprocal right of the University  
1428 and the employee as outlined in provision IV.B.1 immediately above shall apply except that the  
1429 notification to the University must be approved as soon as possible and to the extent possible no  
1430 later than four (4) days following the occurrence of the enabling event. Approval for a long-term  
1431 leave must then be secured through those procedures outlined in provision IV.B.1. immediately  
1432 above.

1433  
1434 **V. Confidentiality of Records**

1435  
1436 All medical reports and diagnoses provided pursuant to this ARTICLE shall remain confidential  
1437 with the centralized Human Resource functions of the University, the Office of General Counsel  
1438 and the President only.

1439  
1440 **VI. Sick Leave Bank**

1441  
1442                   **A.** A sick leave bank will be formed for the restricted purpose of diverting paid sick  
1443 leave accruals from participating employees governed by the successor collective bargaining  
1444 agreement referenced above, to employees suffering from a serious, medically diagnosed illness  
1445 or injury that is either life threatening or totally disabling. The sick leave afforded may not be  
1446 more, when coupled with other available benefits, than that necessary to provide the recipient  
1447 with the equivalent of his/her regular salary.

1448  
1449                   **B.** Each employee may voluntarily contribute from their unused accrual within ten  
1450 (10) days of July 1<sup>st</sup> of each year, five (5) days sick leave to the sick leave bank. Only employees  
1451 who contribute to the sick leave bank are eligible to apply for benefits. The bank may be charged

1452 for sick leave required, in case of an illness or accident described above, beyond the accumulated  
1453 sick leave held by the involved applicant and such charge shall commence only after the  
1454 employee applicant's individually accumulated sick leave has been exhausted. An employee  
1455 recipient who has unused sick leave upon return to active status will have that donated sick leave  
1456 returned to the bank.

1457  
1458 **C.** The sick leave bank shall be administered by a committee consisting of four (4)  
1459 members. Two (2) members shall be representatives of the employer, designated in writing by  
1460 the employer. Two (2) members shall be members of the Association designated in writing by  
1461 the Association. The committee shall determine individual eligibility for the use of the bank,  
1462 consistent with the letter and spirit of this provision of the Agreement, the amount of leave to be  
1463 granted up to a maximum of twelve (12) weeks, and its decision to allocate days shall require a  
1464 majority vote. Decisions of the Sick Leave Bank Committee shall be final and binding and not  
1465 subject to the grievance procedure.

1466  
1467 **D.** Authorized drawdown of sick leave donated from the sick leave bank does not  
1468 constitute active employment status triggering sick leave accrual.

1469  
1470 **Section 9.C. Court Required Service**

1471  
1472 **I. Jury Duty**

1473  
1474 Jury Duty is an important civic duty respected by the University. An employee called to serve  
1475 on a jury shall be released from duty to the University, without loss of regular pay, for that  
1476 period of time actually required to serve. If and when excused from jury duty with more than  
1477 one (1) hour remaining in an employee's workday, driving time to the University inclusive, the  
1478 employee is expected to report to work. Failure to do so shall be considered a disciplinable  
1479 offense of serious magnitude. Validation of service day(s) and time(s) shall be provided to the  
1480 University upon request.

1481  
1482 **II. Witness/Party in University-Sanctioned Proceeding(s)**

1483  
1484 Employees scheduled to appear as either a witness or a party before a judicial, administrative or  
1485 legislative tribunal of competent jurisdiction, when such appearance is part of the University-  
1486 sanctioned job function, shall be released from regular reporting to work without loss of regular  
1487 pay, for that period of time actually required to serve. If and when excused from the University-  
1488 sanctioned proceeding with more than one (1) hour remaining in an employee's regular workday,  
1489 driving time to the University inclusive, the employee is expected to report to work. Failure to  
1490 do so shall be considered a disciplinable offense of serious magnitude. Validation of service  
1491 day(s) and time(s) shall be provided to the University upon request. Where an employee is  
1492 directed or requested by University to participate in a proceeding, as outlined above, and only in  
1493 that instance, that employee will be reimbursed for their additional travel beyond that required to  
1494 and from work. Reimbursement will be in accordance with University policy and procedure for  
1495 business-related travel.

1496 **III. Subpoenaed Service**

1497  
1498 Employees required, by properly authorized subpoena, to appear before a judicial or  
1499 administrative tribunal of competent jurisdiction as a non-party witness in which they have no  
1500 pecuniary or proprietary interest shall be released with pay from duty to the University for that  
1501 period of time actually required to appear and remain. Released employees called as non-hostile  
1502 witnesses in a civil or administrative action must make application to the Department of Human  
1503 Resources for consideration as to whether to allow paid release. Properly released, subpoenaed  
1504 appearance is otherwise considered as unpaid release by operation of this policy. If and when  
1505 excused from subpoenaed duty with more than one (1) hour remaining in an employee’s regular  
1506 workday, driving time to the University inclusive, the employee is expected to report to work.  
1507 Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of  
1508 service day(s) and time(s) shall be provided to the University upon request.

1509  
1510 **Section 9.D. Vacation**

1511  
1512 Vacation is a benefit of employment, which may be utilized in accordance with the following  
1513 terms:

1514  
1515 **I.** Vacation is a paid release from reporting to work that is not an unqualified  
1516 right and therefore must be requested, by an employee, in advance of use and must be agreeable  
1517 to the employee’s supervisor. Vacation should be asked for and granted, specifically considering  
1518 an employee’s primary workload, available workforce and financial implications. Vacations,  
1519 therefore, may neither be unilaterally invoked by employees nor arbitrarily nor capriciously  
1520 denied by the University, through its supervising agents. Prudent planning is expected both of  
1521 employees and supervisory management. The University will respond to requests for vacation  
1522 leave within ten (10) working days of receiving requests.

1523  
1524 **II.** Vacation eligibility will accrue on a biweekly basis to employees for use, as set out  
1525 above, in accordance with the following standards and schedule:

1526  
1527 (Accrual schedule below is based upon a 40-hour workweek schedule. MBUs scheduled for less  
1528 than 40 weekly hours will accrue on a pro-rated basis.)

1529  
1530 **A. Accrual Schedule:**

1531

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

1532  
1533 \*Part-time MBUs will begin to accrue on the 151<sup>st</sup> day of service at a pro-rata basis.  
1534

1535 **B. Vacation Cap & Accrual Standards**

1536

1537 Subject to provision C. below, vacation accrual is capped at one and a half times (1.5%) of the  
1538 annual benefit. Once the cap is reached, accrual stops until vacation utilization reduces the  
1539 capped accrual at which time accrual, as set out above, starts anew. This accrual standard is  
1540 based on a continual monthly accounting. There is no July 1<sup>st</sup> granting of the annual benefit.

1541

1542 Vacation accrual ceases both upon reaching the one and a half times (1.5%) the annual benefit  
1543 cap and when an employee is in any authorized, unpaid leave status. Any and all unauthorized  
1544 leave from reporting to work constitutes job abandonment, resulting in immediate capping of  
1545 vacation accrual and termination of employment as set out under ARTICLE V herein.

1546

1547 Active Status shall be defined as:

1548

1549 1. Regularly working as assigned by University at University, or

1550 2. On University and Association bargained and University paid leave (sick,  
1551 vacation, holiday).

1552 **C. Incentive-Based Vacation**

1553

1554 Any employee who uses less than five (5) sick days in any year of this Agreement will have, as  
1555 of the first pay period in the following July, one (1) extra day of vacation added to their accrued  
1556 vacation. This will occur even if the capped accrual is at the maximum accrual under this  
1557 Agreement.

1558

1559 **D. Payout of Vacation Accrual**

1560

1561 Upon separation from employment, an employee's accrued and unused vacation shall  
1562 immediately cap at the salary rate of the employee at the time of separation and shall be paid out  
1563 to employee within two (2) full pay periods following the pay period in which the separation  
1564 occurs. Payouts shall be limited to one and a half times (1.5%) the annual benefit as defined in  
1565 provision II.B. or II.C. above, as appropriate.

1566

1567 **E. Additional Considerations**

1568

1569 When utilization considerations, as set out above, make it necessary, in the judgment of  
1570 University management, to deny competing requests for vacation, requests that have been  
1571 submitted three months or more in advance of the vacation leave sought shall be granted over  
1572 those submitted less than three months in advance. In cases of competing requests both of which  
1573 are submitted three or more months in advance, seniority will govern as the deciding factor.

1574

1575 Vacation accruals of all members of the bargaining unit will be made available to the  
1576 Association on a quarterly basis, starting in January 2006 and thereafter each April, July,  
1577 October and January through the term of this Agreement. If and when University gains the  
1578 capacity to so provide, MBUs shall receive a biweekly accounting of all accumulated vacation  
1579 and sick leave on their paycheck. Until such time as University provides the above described

1580 biweekly accounting of all accumulated vacation and sick leave accruals, individuals may verify  
1581 their vacation and sick leave accruals by contacting the Payroll Department or checking their  
1582 online time card record.

1583  
1584 **Section 9.E. Bereavement Leave**

1585  
1586 **I. Immediate Family**

1587  
1588 A maximum of five (5) days paid leave shall be granted a non-probationary employee upon the  
1589 death of the employee's spouse, child, parent or sibling.

1590  
1591 **II. Extended Family**

1592  
1593 A maximum of three (3) days paid leave shall be granted a non-probationary employee upon the  
1594 death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-  
1595 law, sister-in-law, step parent, grandparent or "other person", living in a familial relationship, in  
1596 the employee's household and not paying rent to or on behalf of employee for at least nine (9)  
1597 continuous months preceding the death. The "other person" must be registered with the  
1598 University's Department of Human Resources (HR) for at least nine (9) continuous months  
1599 preceding and at the time of death, on a form as determined by HR, certifying the familial,  
1600 household living arrangement.

1601  
1602 **III. Purpose**

1603  
1604 The leave is exclusively to mourn, attend a funeral, burial or other similar grieving ceremony and  
1605 to comfort others in a time of personal loss. Therefore, the employee utilizing bereavement  
1606 leave may be required, at the University's discretion, to validate the death and preparation and/or  
1607 attendance at a grieving ceremony and/or visitation with others, grieving  
1608 the loss in a manner reasonable under the circumstances.

1609  
1610 **IV. Additional Considerations**

1611  
1612 **A.** In the event of a common disaster, the paid days are not multiplied; however please see  
1613 Section 9.B. Sick Leave and Section 9.I. Extraordinary Leave.

1614  
1615 **B.** In the event, and exclusive of Section 9.B. Sick Leave utilization, the number of paid  
1616 leave days reaches fifteen (15) in any given year, the remaining leave authorized hereunder will  
1617 be unpaid.

1618  
1619 **Section 9.F. Workers' Compensation**

1620 **I. Regulation**

1621  
1622 All employees are protected under Workers' Compensation Law in case of on-the-job injuries.  
1623 All such injuries, however minor, will be reported by the employee as soon as possible, to both  
1624 the University-designated official and to the employee's immediate supervisor who, in turn, will  
1625 fill out an official report and forward it to the Department of Human Resources. All employees

1626 injured on the job must document the facts leading up to and surrounding the injury as well as  
1627 the nature of any on-the-job injury. If the University provides a form on which to detail the  
1628 injury, that form must be used and filled out completely.  
1629

1630 **II. Monetary Consideration**  
1631

1632 Providing the employee on Workers' Compensation endorses checks as payable to the University  
1633 and gives the University all the checks received from Workers' Compensation, the University  
1634 shall provide the employee with his regular, normal paycheck for the period of time that accrued  
1635 sick leave; as applied to the differential between regular salary and Workers' Compensation; is  
1636 available but not to exceed three (3) calendar months, during which the employee receives  
1637 Workers' Compensation payments. In all other circumstances, the employee on Workers'  
1638 Compensation shall receive that payment to which they are entitled by law in accordance with  
1639 regulation and accompanying procedure in effect at the time of eligibility for Workers'  
1640 Compensation.  
1641

1642 **III. Accruals While on Workers' Compensation**  
1643

1644 For purposes on continuing accruals of paid time off from work, in accordance with this  
1645 Agreement, "Active Status" shall be defined as:  
1646

1647 **A.** SEE ARTICLE IX, Section 9.B. Sick Leave, II.A.3, for sick leave accrual only.  
1648

1649 **B.** For purposes of both vacation accrual and holiday pay, active status is halted  
1650 while an employee is drawing Workers' Compensation.  
1651

1652 **Section 9.G. Military Leave**  
1653

1654 **I.** Leave for extended military service will be granted in accordance with the  
1655 requirements of state and federal law and the reemployment of military service veterans shall be  
1656 in accordance with the applicable statutes in effect at the time of the re-employment.  
1657

1658 **II.** Whether or not required by applicable law, the University will continue to  
1659 provide health and dental benefits to full-time employees, called to military duty, for thirty (30)  
1660 days following the employee's departure for military service and tuition remission benefits for  
1661 the duration of mandatory military duty on the same terms as existed prior to the commencement  
1662 of required military service. In the event said employee does not return to his/her prior  
1663 employment at the University upon completion of military duty, said employee, spouse, or  
1664 dependent are responsible for repayment of all expenses related to tuition remission benefits  
1665 undertaken during the military duty. The foregoing shall not apply in instances where the MBU  
1666 is unable to return to prior employment due to death or work incapacitating service injury; in  
1667 such circumstances, the prevailing rules concerning tuition remission forgiveness (Section 9.S)  
1668 shall apply.  
1669

1670 **III.** For purposes of this provision's extended benefits coverage, military  
1671 service includes active service including "reserve duty", in all formal branches of the United  
1672 States Armed Services; Army, Navy, Marines, Air Force, National Guard and Coast Guard.

1673 **Section 9.H. Holidays**

1674

1675 The following days are recognized as paid holidays from regular work reporting:

1676

1677 **I. Holidays Observed**

1678

1679 Independence Day (July 4)

1680 Labor Day (1<sup>st</sup> Monday in September)

1681 Veterans' Day (November 11)

1682 Thanksgiving Weekend (4<sup>th</sup> Wednesday, Thursday and Friday in November)

1683 Christmas Eve (December 24)

1684 Christmas Day (December 25)

1685 New Year's Eve (December 31)

1686 New Year's Day (January 1)

1687 Martin Luther King Day (3<sup>rd</sup> Monday in January)

1688 Presidents' Day (3<sup>rd</sup> Monday in February)

1689 Good Friday

1690 Memorial Day (last Monday in May)

1691 Juneteenth (June 19)

1692

1693 **II. Eligibility Requirements**

1694

1695 All non-probationary employees are eligible to receive holiday pay if the employees are in active  
1696 status with or on paid leave from the University on the day immediately preceding the holiday.

1697 (Holiday pay for permanent part-time employees is pro-rated).

1698

1699 **III. Holiday Within a Vacation Period**

1700

1701 Should a holiday occur during an employee's vacation period, an additional day of vacation will  
1702 be allowed at another time in accordance with Section 9.D. Vacation.

1703

1704 **IV. Work on a Holiday**

1705

1706 All hourly employees who are required to work on a holiday will receive pay at the rate of one  
1707 and one-half (1½) times the normal rate for the actual hours worked in addition to the normal  
1708 holiday pay.

1709

1710 **V.** Employees whose scheduled work includes Saturday and/or Sunday will celebrate those  
1711 days as recognized holidays when a holiday, recognized as such by this Agreement, falls on  
1712 either or both of those days. Accordingly, if called into work on those days, employees will  
1713 receive premium pay for the time worked. However, work performed on an alternative  
1714 University designated holiday, that is on a regular work day for an employee will not result in  
1715 any premium pay and is not at the discretion of such employee not to report to work on a  
1716 straight-time pay basis.

1717 **Section 9.I. Extraordinary Leave**

1718

1719 Except for those express, paid or unpaid leaves provided for elsewhere in this Agreement by  
1720 specific provision, any and all leaves of absence may only be afforded under extraordinary  
1721 circumstances and in the sole discretion of the University, as formally approved by the Chief  
1722 Human Resources Officer of the University. Terms of any such leave shall be entirely set out by  
1723 the University.

1724

1725 **I. Procedure**

1726

1727 **A.** Any and all requests for leaves of absence under this provision must be made in  
1728 writing, with specific statement of need for leave, as far in advance of the desired leave as  
1729 possible. Application for leave must be submitted to the employee's immediate supervisor,  
1730 except in such cases where the specific statement of need recites a personal, medical or other  
1731 extraordinarily confidential basis, in which case the full application shall be submitted to the  
1732 Department of Human Resources with notice to the immediate supervisor that a request has been  
1733 made for the duration stated on the application.

1734

1735 **B.** Approval, denial or modified approval of the requested leave shall be provided in  
1736 writing promptly by the University.

1737

1738 **C.** Administration of this provisional leave is grievable only on the limited basis that  
1739 the University held no rational basis to deny the requested leave. Problems arising out of the  
1740 administration of this provision may be referred to the formal Labor/Management Forum for  
1741 discussion and attempted resolution.

1742

1743 **II. Reinstatement**

1744

1745 **A.** Should the University reasonably determine that an employee's return to work  
1746 might jeopardize their health or safety or that of the University's students or other employees, the  
1747 University may require a written medical, psychological or other licensed professional's  
1748 certification, appropriate under the circumstances, attesting to the employee's fitness to return to  
1749 work, as a prerequisite to such return. The University may, upon reasonable evidence of such  
1750 jeopardy, require examination and certification for return to work by a physician or other  
1751 appropriate health services professional of its choosing.

1752

1753 **B.** Terms of reinstatement, if and when reinstatement from an extraordinary leave is  
1754 a University-granted provision of the leave, shall be as set out by the University at the outset of  
1755 the leave.

1756

1757 **C.** Accepting a position with another employer, while on extraordinary leave, except  
1758 as may be expressly understood and committed to writing, as part of the reason for the leave and  
1759 approved by the University in advance, will result in both forfeiture of the leave and all benefits  
1760 derived therefrom or maintained during said leave as well as immediate termination of  
1761 University employment.

1762 **Section 9.J. Leave for Association Activity**

1763

1764 **I. Short-Term Leave**

1765

1766 The University agrees to provide time off without loss of pay for delegates of the Association to  
1767 attend Association conventions, conferences or educational programs, provided both that the  
1768 absence will not interfere with the University's operations under the jurisdiction of this  
1769 Agreement and that the total amount of time without loss of pay, during the period of  
1770 this Agreement, shall not exceed a total of ten (10) days during each year of this Agreement.

1771

1772 The Association shall request, in writing, approval from the Office of General Counsel to use  
1773 such leave. Such request shall be made, in writing, no less than two (2) weeks in advance by the  
1774 Association, specifying the type of Association activity for which time off is sought, the  
1775 individual(s) to be granted the time off and the maximum amount of time to be utilized.

1776

1777 **II. Leave to Work for the Association:**

1778

1779 If a requested leave of absence for one (1) year or less, of an employee of the University does not  
1780 interfere with operations covered by this Agreement as determined in the sole discretion of the  
1781 University, the University shall grant an unpaid leave, without benefits of any kind, to one (1)  
1782 and only one (1) employee covered by the terms of this Agreement to work for Association on  
1783 Association business, which may not include work on any matter in which the University is an  
1784 adversary or which may reasonably be construed as bringing disrepute upon the University. An  
1785 employee granted leave hereunder shall neither accrue seniority nor shall the time away from the  
1786 University inure to employee's benefit as to terms and conditions of employment covered by this  
1787 Agreement. The Association agrees, without contest, to approve the University's discretion to  
1788 effect a layoff of the least senior individual in the job classification of the employee returning to  
1789 the University, among the University's options upon the employee's return to work. There may  
1790 only be one such leave during the term of this Agreement.

1791

1792 **Section 9.K. Absence Without Leave**

1793

1794 To remain in employment status and, therefore, retain a right to employment subject to the terms  
1795 and conditions of this Agreement, an employee must be in active status, regularly reporting to  
1796 work as scheduled or be on a formal, specifically identified leave of absence as set out herein.  
1797 Except as incorrectly placed in inactive employment status, failing active or specifically  
1798 authorized inactive status as set out by the leave of absence provisions of the Agreement, an  
1799 employee has constructively resigned his/her employment with the University and accordingly is  
1800 terminated. Nothing under this provision alone shall operate to prejudice a former employee in  
1801 good standing from applying for employment openings as they arise from time to time at the  
1802 University. Nothing herein shall preclude the Association from grieving/arbitrating in  
1803 accordance with ARTICLE V, DISPUTE RESOLUTION AND DISCIPLINE, the facts founded  
1804 by University in administering this provision.

1805 **Section 9.L. Health Insurance**

1806

1807 During the term of this Agreement, the University will provide medical and dental care insurance  
1808 coverage (Health Care) for each member of the bargaining unit as follows:

1809

1810 **I. Medical & Dental Care Options:** Employees, in accordance with procedures identified  
1811 by the University, may select either Plan A. (Blue Chip), Plan B (HealthMate), or Plan C (Blue  
1812 Choice) and Delta Dental for their dental coverage. The premium cost sharing for both medical  
1813 and dental coverage will be the same percentage as that which the employee contributes to the  
1814 medical plan they elect.

1815

1816 **A. Plan A, B and C**

1817

1818 **1. Employee Co-Shares**

1819

1820 Employees shall share in the premium cost to the University they elect for individual or family  
1821 health insurance coverage as follows:

1822

1823 In Year 1 (from the effective date of this agreement through August 31, 2023), all MBUs will  
1824 contribute 20% of the premium cost.

1825

1826 In Year 2 (from September 1, 2023 through August 31, 2024), all MBUs will contribute 21% of  
1827 the premium cost.

1828

1829 In Year 3 (from September 1, 2024 through August 31, 2025), all MBUs will contribute 22% of  
1830 the premium cost.

1831

1832 **2. Annual Deductible:** For Year 1 this Agreement, there will be an annual,  
1833 employee-paid deductible of five hundred fifty dollars (\$500) for individual coverage and seven  
1834 hundred fifty dollars (\$750) for family coverage. For Years 2 and 3 of this Agreement, there will  
1835 be an annual, employee-paid deductible of seven hundred fifty dollars (\$750) for individual  
1836 coverage and one thousand five hundred dollars (\$1500) for family coverage.

1837

1838 **3. Employee Co-Pays:**

1839

1840 For a summary of medical insurance co-pays, please see attached Appendix C.

1841

1842 **B. Wellness Credit**

1843

1844 The University will establish a participatory wellness incentive program, the details of which  
1845 shall, after notice to and consultation with the Association, be published annually to all MBUs.  
1846 Those MBUs who, on an annual basis (i.e., in a given contract year), meet the requirements of  
1847 the wellness incentive program in that given contract year shall be entitled to a credit  
1848 representing a percentage of the annual premium cost for the plan the employees selects. Such  
1849 credit, which shall be paid in the form of a cash refund, will be in the amount of 4% for eligible  
1850 individual coverage participants who meet program requirements or 3% for eligible family

1851 coverage participants who meet program requirements. Such refund shall be payable after the  
1852 conclusion of the fiscal year, but prior to October 1. Refunds paid to MBUs pursuant to this  
1853 provision shall be subject to applicable withholdings as required by state and/or federal law.  
1854

1855 The University is committed to taking reasonable measures to ensure that on-campus offerings  
1856 associated with the wellness program are accessible and available to second and third shift  
1857 employees who wish to participate. Upon request the university shall make a representative  
1858 available to MBU's in need of assistance with accessing and utilizing the wellness program.  
1859 Issues related to accessibility and availability of such offerings, as well as the overall  
1860 administration of the wellness program, will be discussed on at least an annual basis at the  
1861 parties' Labor Management forum.  
1862

## 1863 **II. Coverage Waiver**

1864

1865 **A.** For employees who choose to waive health insurance, the University will pay the  
1866 lesser or the annual cost of individual health coverage or three thousand five hundred dollars  
1867 (\$3,500) for each full year waived and payable upon the MBU's position anniversary date.  
1868

1869 **B.** Employees may choose to waive dental insurance coverage alone in which case  
1870 will be no charge to the employee for plan participation.  
1871

1872 **III. Health Care Coverage, Carrier and Plan Structure:** The health plan coverage will  
1873 remain substantially similar to that provided by University to employees as of July 1, 2015. The  
1874 plan carrier and plan structure shall be at the discretion of University  
1875

1876 **IV. Utilization of University Recreation Center:** Employees will, without charge, be  
1877 afforded a two (2) hour period of time at least four (4) days per week to utilize the University  
1878 Weight Training Center and a one (1) hour period of time at least one (1) day per week for use of  
1879 the pool or racquetball or basketball courts at the University's direction.  
1880

1881 Each employee must follow all directed protocols, respecting the time periods for free use or  
1882 they will lose the privilege.  
1883

1884 This benefit will extend for the entire term of the Agreement.  
1885

## 1886 **Section 9.M. Life Insurance**

1887

1888 The University agrees to provide, without cost, to each full-time bargaining unit member, fifty  
1889 thousand dollars (\$50,000) worth of life insurance coverage during their employment with  
1890 University.  
1891

## 1892 **Section 9.N. Retirement**

1893 All full-time employees shall have the option to participate in the University's retirement  
1894 program of choice, currently either TIAA or AIG Retirement Services, for the term of this  
1895 Agreement. For those who choose to participate, an employee contribution, through payroll  
1896 deduction, of five percent (5%) of salary shall be made to the select program fund. After two (2)

1897 consecutive years of full-time employment (as defined by the terms of the retirement plan) with  
1898 the University, the University will contribute funds equal to eight percent (8%) of the  
1899 employee's salary. All contributions made by or on behalf of the employee in accordance with  
1900 this provision will be immediately vested with the employee. Part-time employees who are  
1901 considered eligible under the terms of the University-provided plan may participate in  
1902 accordance with the terms of the plan, including contributions to the plan.

1903  
1904 Should the University negotiate an Employer match of over eight percent (8%) during the term  
1905 of this Agreement, with any other labor organization or any individual employee except the  
1906 President of the University, the terms of that negotiated match over eight percent (8%) shall be  
1907 made available to the employees governed by this Agreement. This covenant does not apply to  
1908 any match extended or provided to tenured members of the University's faculty.

1909  
1910 **Section 9.O. Short-Term Disability Insurance**

1911  
1912 The University will continue to provide, for the term of this Agreement, at the University's  
1913 expense, each full-time employee with short-term disability insurance at a level that is  
1914 substantially similar to that provided as of the last bargaining unit contract. Employees who  
1915 wish to supplement disability payments with accrued and unused sick leave, must provide the  
1916 University with all receipts of all compensation received from any state disability or University-  
1917 sponsored insurance program and thereafter may charge accrued sick leave to supplement  
1918 disability payments, receiving in combined total payment, up to one hundred percent (100%) of  
1919 the employee's base salary. While temporary disability coverage is provided to an employee, the  
1920 University is entitled to receive periodic medical updates from the employee's physician,  
1921 certifying that the employee's condition is work disabling.

1922  
1923 **Section 9.P. Long-Term Disability Insurance**

1924  
1925 The University will continue to provide, for the term of this Agreement, at the University's  
1926 expense, coverage for full-time employees under a disability insurance plan that is substantially  
1927 similar to that provided as of the last bargaining unit contract.

1928  
1929 **Section 9.Q. Business Travel Insurance**

1930  
1931 Employees who leave the University premises under a directed business purpose, will be  
1932 provided with the same or substantially similar supplemental business travel insurance protection  
1933 as provided as of the last bargaining unit contract, as a supplement to Workers' Compensation  
1934 Insurance provided pursuant to section 9.F. above.

1935  
1936 **Section 9.R. Insurance Carrier**

1937  
1938 The University may change the insurance carrier or plan for any and all benefit plans provided  
1939 for hereunder, conditioned upon its provision of substantially similar benefits.

1940 **Section 9.S. Tuition Remission**

1941

1942 **I.** Full-time MBUs with six (6) months or more of continuous service may enroll, tuition-free  
1943 in any undergraduate degree program on any permanent campus maintained and operated by the  
1944 University, provided that attendance at such courses does not conflict with the MBU's normal  
1945 work hours.

1946

1947 **II.** Spouses or dependent children of full-time MBUs may also apply, and if accepted, enroll  
1948 tuition-free in any undergraduate degree program on any permanent campus maintained and  
1949 operated by the University.

1950

1951 **A.** Dependent children shall be those natural, adopted or step-children of the MBU  
1952 whom are either 23 or younger at the start of the semester in which enrolled or are living in the  
1953 household of the MBU on a full-time basis and are legally dependent and declared as qualified by  
1954 IRS regulations on the MBU's federal income tax return. Proof of dependency will be by  
1955 submission, to the Department of Human Resources, in advance of request for tuition remission,  
1956 of a true copy of either 1.) the dependent's birth certificate for a natural child, official adoption  
1957 papers of a legally adopted child or both the birth certificate or official adoption papers and the  
1958 appropriate marriage certificate between MBU and spouse for a step-child, or 2.) the MBU's most  
1959 recent tax return and signed certification that the individual will be claimed as a dependent on the  
1960 MBU's tax return during the entire academic year for which tuition remission is requested. If a  
1961 dependent, as defined herein, ceases to be a dependent following the commencement of classes in  
1962 any given academic semester, the dependent may finish the coursework and will be charged a  
1963 prorated tuition based upon the period of dependency.

1964

1965 **B.** *"Any permanent campus maintained and operated by the University"* as set out in  
1966 provisions I. and II. above, shall be defined as any location in which the University controls the  
1967 utilization of the location, and is responsible for the maintenance, administration and delivery of  
1968 both the program(s) of study and the operation in which the MBU seeks tuition remission under  
1969 either provision a. or provision b. above, or both.

1970

1971 **III.** Acceptance into a course or undergraduate degree program is necessarily contingent upon  
1972 availability of classroom space, and also upon University's assessment of the ability of the student  
1973 to complete the course or program successfully. Failure of a course a second time will not be  
1974 charged to the tuition remission benefit herein and will become the financial obligation of the  
1975 MBU, spouse and/or dependent(s) who receive the second failing grade. Cost of books, supplies  
1976 and fees are payable by the student.

1977

1978 **IV.** For University-authorized individual study courses, the employee shall pay forty percent  
1979 (40%) of the tuition as set by University.

1980

1981 **V.** In the event that an MBU passes away while his/her spouse and/or dependent(s) are  
1982 enrolled in a course of study and drawing tuition remission herein, the spouse and/or dependent(s)  
1983 shall be eligible for continued tuition remission in accordance with this provision as follows:

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2030

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

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

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

**ARTICLE X  
WAGES**

**I. SALARY PROGRAM**

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

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

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

2039

2040 Further, the “sunset” provision (Paragraph 2) of the parties’ November 9, 2021 Memorandum of  
 2041 Agreement is null and void, and the wage rates assigned to the new hires and the incumbent  
 2042 Shuttle Drivers listed in that Memorandum of Agreement shall remain as specified therein upon  
 2043 the effective date of this Agreement.

2044

2045 **B. One-Time Salary Adjustment**

2046

2047 Any active incumbent MBU who does not receive a base hourly rate adjustment pursuant to  
 2048 subsection (A) above, shall receive a one-time annualized base salary adjustment, effective upon  
 2049 ratification by the bargaining unit, as follows:

2050

2051 FT: \$450.00; PT: \$250.00

2052

2053 *(This annualized base salary adjustment will be converted to an hourly rate adjustment in the*  
 2054 *following way:*

2055

- 2056 • *Dividing the annualized amount of \$450.00 by 2,080 annual hours for full*
- 2057 *time*
- 2058 • *Dividing the annualized amount of \$250.00 by 1,300 annual hours for part-*
- 2059 *time*

2060

2061 *Then, this hourly increase will be added to the base hourly rate of eligible MBUs prior to the*  
 2062 *Year 1 GWI as set forth below)*

2063

2064 On annual basis, the base wage rates listed above shall be positively indexed by a measure equal  
 2065 to the respective annual general wage increases listed in Article X.I.D(2) and (3) below.

2066

2067 **C. Wage Increases**

2068

- 2069 1.) For each of the three (3) years of this Agreement the only increase in
- 2070 wages shall be as follows: through successful bidding into higher paying
- 2071 job classifications, and/or,
- 2072 2.) through increase to the minimum hourly rates for all incumbent employees
- 2073 whose minimum salary rate is below the rate listed in Section I.A. above;
- 2074 3.) through annual wage increases granted pursuant to Section I.D. below.

2075 **D. Annual Wage Increases**

- 2076
- 2077 1.) Effective upon the date of ratification by the bargaining unit, there will be
- 2078 a two percent (2%) GWI for all active MBUs, (except those six (6) non-
- 2079 shuttle incumbent MBUs who received a positive adjustment due to
- 2080 increased base hourly rates).
- 2081
- 2082 2.) Effective September 1, 2023, each member of the bargaining unit shall be
- 2083 granted a base wage increase of two percent (2.25%) of their base hourly
- 2084 wage rate.
- 2085
- 2086 3.) Effective September 1, 2024, each member of the bargaining unit shall be
- 2087 granted a base wage increase of two and sixty-five percent (2.65%) of
- 2088 their base hourly wage rate.
- 2089

2090 **E. Shift Bonus:** Employees working a regular shift starting after 11:00AM shall

2091 receive a \$0.25 hourly differential pay. Employees working a regular shift starting after

2092 10:00PM shall receive a \$0.45 hourly differential pay.

2093

2094

2095 **ARTICLE XI**

2096 **MISCELLANEOUS**

2097

2098 **Section 11.A. Chief Steward**

2099

2100 The Association shall have a Chief Steward who shall have super seniority in his or her

2101 classification for purposes of layoff, provided he/she has the necessary skills and qualifications.

2102 The Chief Steward, wishing to confer with an employee on business of the Association

2103 represented bargaining unit during working hours shall make arrangements to do so with the

2104 Director of Facilities Management or his designee or his supervisor. The Chief Steward or his

2105 designee (in the absence of the Chief Steward and upon notification to the University in writing)

2106 shall be allowed, subject to prior arrangements with the Director of Facilities Management or his

2107 supervisor, without loss of his pay, a maximum of twelve (12) hours of regular working time per

2108 month excluding arbitration and/or Labor Board hearings to conduct bargaining unit business.

2109

2110 **Section 11.B. Payroll**

2111

2112 Payroll for members of the bargaining unit who work on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts

2113 shall be distributed on the Thursday before the Friday payday, provided no complications

2114 develop with University's bank processing of the University's payroll, or the cashing of payroll

2115 checks prior to the date on the check.

2116

2117 **Section 11. C. Gender Neutrality**

2118

2119 Whenever the masculine or feminine pronoun is used, it shall refer to either gender unless the

2120 context would otherwise require.

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

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

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

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

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

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

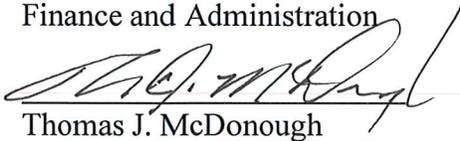
2150  
2151 [SIGNATURES ON NEXT PAGE]  
2152

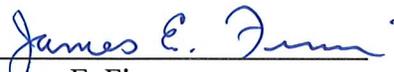
IN WITNESS WHEREOF, the parties hereto have set their hands and seals, each by its officers thereunto duly authorized, this ~~19<sup>th</sup>~~ day of ~~April, 2023.~~  
*December, 2022*

FOR THE UNIVERSITY

  
\_\_\_\_\_  
Joseph P. Sassi  
Office of General Counsel

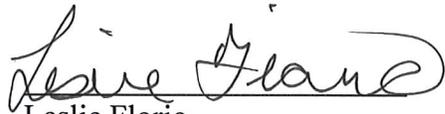
  
\_\_\_\_\_  
Marc A. Leonetti  
Executive Vice President for  
Finance and Administration

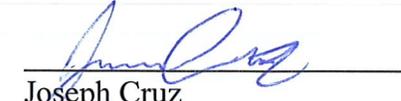
  
\_\_\_\_\_  
Thomas J. McDonough  
Assistant Vice President for  
Human Resources

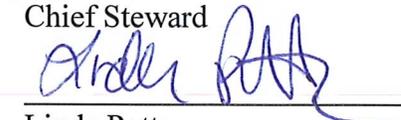
  
\_\_\_\_\_  
James E. Finn  
Director Facilities Management

  
\_\_\_\_\_  
Gerard Keaveney  
Associate Director of Custodial  
Services and Special Events

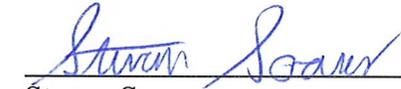
FOR THE ASSOCIATION

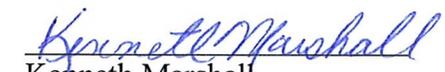
  
\_\_\_\_\_  
Leslie Florio  
Asst. Executive Director NEARI

  
\_\_\_\_\_  
Joseph Cruz  
Technician I  
Chief Steward

  
\_\_\_\_\_  
Linda Potts  
Maintenance Specialist

  
\_\_\_\_\_  
John Pacheco  
Locksmith

  
\_\_\_\_\_  
Steven Soares  
Maintenance Specialist

  
\_\_\_\_\_  
Kenneth Marshall  
Maintenance Specialist

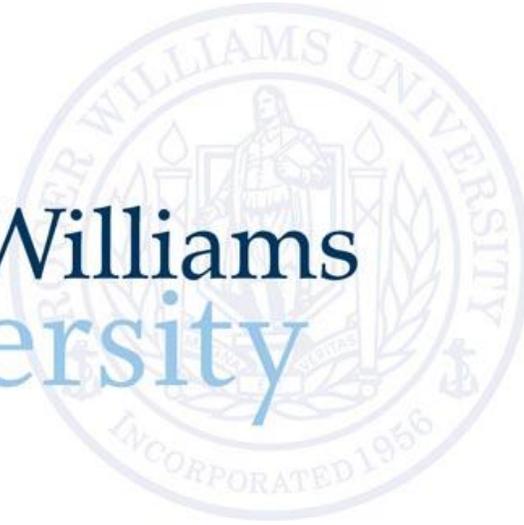
**APPENDIX A**  
**Roster of Positions\***

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

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

**APPENDIX B**

**Roger Williams**  
University



**Shuttle Driver Handbook**

## **Preface**

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

## **Procedure**

### ***Requirement***

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

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

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

### *Policy and Procedure*

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

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

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

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

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

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

Drop passengers off at designated stops only.

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

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

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

Fueling procedure: No shuttle will be left with less than ½ a tank of fuel; there are times when fueling is impracticable but should not become an accepted practice (when the tank is less than ½ full, authorization from the Director or Associate Director to leave unfueled is required); shuttle is not to be occupied or running when fueling; use only authorized credit cards for fueling, all slips other than printed from gas pumps are to bear the credit card information; all gas slips will have the driver's name, mileage and shuttle number.

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

### ***Confidentiality***

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

### ***Special Trips***

Special assignments will be placed on “READ” clipboard.

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

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

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

***Uniforms***

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

***Driver Discipline***

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

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

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

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

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

## APPENDIX C

### MEDICAL INSURANCE EMPLOYEE CO-PAYS

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

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

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

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

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

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