THE
ROGER WILLIAMS UNIVERSITY
PROFESSIONAL SUPPORT STAFF ASSOCIATION
NEARI/NEA

CONTRACT
with the
BOARD OF TRUSTEES
Of
ROGER WILLIAMS UNIVERSITY

InQq0.00000912165.62

BRISTOL, RHODE ISLAND

TABLE OF CONTENTS

PAGE

PREAMBLE 1

ARTICLE I RECOGNITION 1

ARTICLE II NON-DISCRIMINATION CLAUSE 1

ARTICLE III ASSOCIATION MEMBERSHIP 2

ARTICLE IV RIGHTS OF THE ASSOCIATION 3
I. Use of Facilities/Meeting & Investigation Protocol 3
II. Attendance at Formal Labor Proceedings 4
III. Use of Equipment & Bulletin Board(s) 4
IV. Provision of Information to Association 4

ARTICLE V MANAGEMENT RIGHTS 4

ARTICLE VI STRIKE-LOCKOUT 5

ARTICLE VII DISPUTE RESOLUTION & DISCIPLINE 5
Section 7.A. Labor/Management Forum 5
Section 7.B. Grievance 6
I. Definition of Grievance 6
II. Grievance Procedure 6
III. Restriction on Settlement 7
IV. Pay for Grievance Time 7
V. Time Limits 7
VI. General Considerations 7
Section 7.C. Discipline and Discharge 7

ARTICLE VIII HEALTH & SAFETY 8
Section 8.A. Compliance & Enforcement 8
Section 8.B. University Safety Committee 9
Section 8.C. Emergency Closing Policy 9
Section 8.D. No Smoking Policy 11
Section 8.E. Office Conditions ..... …

VI. Leave Entitlements....17
VII. Definitions....18
VIII. Jurisdiction....19
Section 9.B. Sick Leave....19
I. Utilization Standards....19
II. Sick Leave Accrual & Cap....23
III. Personal Day Acquisition & Use....23
IV. Extended Sick Leave....23
V. Application of and Concurrent Use with Family Leave....23
VI. Failure to Return to Work Following Leave(s)....24
VII. Authorized Leave Without Benefits....24
VIII. Confidentiality of Records....24
Section 9.C. Court Required Service....24
Section 9.D. Vacation....25
Section 9.E. Bereavement Leave....27
Section 9.F. 28
Section 9.G. Military Leave....28
Section 9.H. Holidays....28
Section 9.I. Extraordinary Leave....29
Section 9.J. Absence Without Leave....30

ARTICLE X CONDITIONS OF EMPLOYMENT....31
Section 10.A. Probationary Employment....32

Section 14.C. Work Rules 47
Section 14.D. Position Responsibilities 47

ARTICLE XV DURATION.....48

APPENDIX A.....50
Salary Classification Table 50
Classification Descriptions 51
Grade 4.....51
Grade 3.....51
Grade 2.....52
Grade 1.....53
Position Title With Salary Classification & University Division of Service
As of Date of Ratification of CBA 54

APPENDIX B.....57
ssification Policy & Procedure.....57

APPENDIX C 63
Part-Time Employees Leave Accrual Schedule 63

APPENDIX D.....64
Medical Insurance Co-Pay/Prescription Summary.....64

PREAMBLE

ARTICLE III

ASSOCIATION MEMBERSHIP

I. No employee governed by this Agreement (MBU) shall be required to join the Association as a condition of employment. Neither shall any MBU be discriminated against by either the University or the Association on account of membership or non-membership in the Association. The University agrees that a statement explaining the rights and obligations of MBUs under the terms of this section will be included in all offers of employment. Additionally, both the University and the Association agree to provide an opportunity to newly hired MBUs, for a full explanation of the rights and obligations under the terms of this section in a scheduled or special orientation forum where both the University and the Association designees are invited to be present. The University agrees that it will provide newly hired MBUs, in their written offers of employment, a link to the RWU webpage on which this Agreement appears.

II. The terms of employment of all MBUs are covered by the collective bargaining agreement negotiated by the University and the Association. The parties recognize, additionally, that the Association is legally required to fairly and fully represent all individuals included in the bargaining unit. The negotiation and administration of this Agreement entails expenses for all MBUs covered by this Agreement. Therefore, an MBU who does not choose to join the Association, shall pay an Agency Fee Charge, representing the cost of collective bargaining, as determined by the National Education Association of Rhode Island, providing that such charge shall be calculated to include only such costs and no other expenses/activities of the Association or its affiliates, and provided that membership in the Association has not been denied to the MBU for reasons other than non-payment of dues uniformly required as a condition of membership. Payment of this Agency Fee Charge by such MBU shall be a condition of employment and shall be formally noticed by the Association, including the amount of the charge, to each MBU, with copy to the University, through its Office of General Counsel (OGC).

III. Each time the Association Dues or Agency Fee Charges are adjusted, the notice must be renewed to all MBUs with copy to University through its OGC. The collection of either Association Dues or Agency Fee Charges
Finance Division of University service, acting for University and on behalf of the Association as follows:

A. Following completion of the probationary period of employment, Agency Fee Charges will commence in the first, full payroll, and that Agency Fee Charge will be

All Association Dues deductions will continue, unless and until the PR receives written, duly-signed notification from either the Association member or the Association itself directing a change be made in accordance with Association regulation.

C. Implementation by PR of changes in directed deductions as invoked by the Association in accordance with this ARTICLE, shall be made as soon as practicable but no later than the second full payroll following formal notice of a change in the biweekly Association Dues or Agency Fee Charge. Association shall be responsible for notifying all members of the bargaining unit of the changes invoked by the Association in advance of implementation by PR.

D. All Association

ARTICLE VI

STRIKE-LOCKOUT

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

ARTICLE VII

DISPUTE RESOLUTION & DISCIPLINE

Section 7.A. Labor/Management Forum

I. A committee consisting of University and the PSSA Executive Committee may meet for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise.

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

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

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

III. A maximum of four (4) MBUs may attend such meetings unless the University, at its discretion, authorizes more, following its determination that more are necessary to fulfill the purpose and efficacy of the meeting. MBUs who attend such meetings during their scheduled work shift, shall be granted time off to attend without loss of pay.

IV. The parties agree that, on at least an annual basis, they will devote a labor-management forum to the subject of professional development, job-related training and other opportunities for represented MBUs.

Section 7.B. Grievance

I. Definition of Grievance

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

A. Inequitable treatment is defined, for purposes of this provision, as an application of the provisions of this Agreement that are both inconsistent with the terms of this Agreement and wholly inconsistent with established managerial precedents.

II. Grievance Procedure

This Agreement sets forth the basic terms and conditions of employment, (and is intended to continue the present good relations) between the University, its employees and the PSSA; the representatives of both agree to make prompt and earnest efforts to settle grievances. No reprisals of any kind shall be taken against any MBU for filing or participating in any grievance. Except as otherwise provided herein, all grievances shall be handled as follows:

Step 1: The PSSA on behalf of the grievant and/or MBU grieving, shall submit the ed manager within ten (10) calendar days after the occurrence first giving rise to the grievance. The written grievance shall explain, as specifically as possible, the nature of the complaint, the contract provision and/or policy affected, the facts compelling a remedy, and the remedy sought. The manager shall have the option to meet with the grievant for clarification and resolution and/or to give a written answer to the written grievance within ten (10) calendar days of receipt of the written grievance.

Step 2: If the matter is not settled at Step 1, the PSSA, within ten (10) calendar days after receipt of the written answer from the manager or within ten (10) calendar days after the answer is due, may request, in writing, a meeting with the identified Chief Human

calendar days of said request. The grievant may attend this meeting at the request of either party. The written grievance must be copied to the Office of General Counsel and

decision shall be given in writing within fifteen (15) calendar days after the meeting.

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

Step 4:

Section 7.C. Discipline and Discharge

I. A disciplinary measure imposed upon a non-probationary MBU may be processed as a grievance as set out above.

II. Discipline under this Agreement is the formal imposition upon a non-probationary MBU of a written reprimand, a suspension without pay or discharge for cause. A pre-disciplinary warning does not constitute discipline under this Agreement.

III. The University will not suspend or discharge a non-probationary MBU without just cause. A non-probationary MBU will not be formally reprimanded arbitrarily or capriciously. All formal suspensions or discharges will be in writing to the MBU affected and copied to the PSSA President. A non-probationary MBU who is discharged may file a grievance at Step 2 of the grievance procedure set out above.

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

IV.
unacceptable conduct, progressive discipline will be utilized.

V. misconduct or
incompetency of service, including non-performance, warranting the discipline imposed.

VI. Pre-
such file if there are neither any recurrences of pre-disciplinary or disciplinary offenses over a

official evaluation during that same time period.

VII. An MBU may review the contents of his/her personnel file at any time upon reasonable notice to the Department of Human Resources and under procedures reasonably invoked by the Department of Human Resources. At reasonable times any MBU may examine and reproduce, at

the Executive Vice President for Finance and Administration or, depending on the nature of the emergency, the appropriate divisional Vice President.

IV. When closing is regional to a building, area or part thereof and the University provides alternative work sites for affected individuals, those MBUs are expected to remain at the alternative work site(s) and will receive their regular rate of pay for the regular shift(s) worked at the alternative work site(s). Performance expectations will be commensurate with the alternate work environment provided.

V. Specific circumstances and operational needs may dictate express designation, on a case-by-case basis, of other MBUs. Specially designated essential services MBUs will be notified as far in advance as practicable of essential services designation, but advance designation is not always practicable, given the scope and nature of potential emergency closings. Those designated MBUs are then governed by those reporting and pay parameters of essential services

expressly relieved of that designation in writing, they are and shall remain, essential services MBUs.

VI. When an MBU is otherwise absent from the University in a pre-approved (or otherwise authorized) paid leave, and accordingly charged paid accrual from an appropriate benefits bank, and a functional, regional or University-wide closing applicable to the MBU, is effected on the same day as the pre-approved paid absence, only that time (on an hour-for-hour charge, for those eligible for overtime, or a half-day charge for all others) that the University is open for regular reporting from such individual had he/she not been on an approved leave, will be charged from the pre-approved or otherwise authorized paid benefits bank.

A. For any MBUs not entitled to overtime by law, should there be any, the half-day charge will be incurred where the closing is two (2) hours or more and the full day charge will be incurred where the closing is six (6) hours or more.

VII. When the University is not closed in accordance with this and/or other official policy and regulation or when an otherwise acceptable, excused absence from employment, in accordance with controlling policy, is not properly utilized, all MBUs are expected to report to work in a timely fashion. Failure to report, due only to serious weather conditions or other real and demonstrable impediment, that could not reasonably have been avoided, shall result in either the subject MBU utilizing his/her choice of available vacation or personal leave accrual to account for the absence or where mutually agreeable with the manager, adjusting the reporting shift for the day, remaining later to account for the late arrival when such scenario is factually applicable. If shift adjustment is not mutually agreeable and if there is no available vacation accrual, the excused absence will be unpaid. This clause does not authorize unpaid leave absent vacation or personal leave accrual. It excuses, on an otherwise unexpected exception basis, reporting for work due to a one-time unforeseeable circumstance that could not reasonably have been avoided.

A. In the event of a non-reporting, due to inclement weather or other real and demonstrable impediment that could not reasonably have been avoided, making it virtually impossible to report, non-exempt MBUs will be charged accrued time on an hour-for-hour exchange of absence and paid accrual. Exempt MBUs, should there be

any, shall be charged the nearest half day of paid accrual for the absence as rounded to the half day.

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

Section 8.D. No Smoking Policy

(https://www.rwu.edu/sites/default/files/smokingpolicy.pdf), as it may be amended from time to time. [Last Rev. 08/21/2014]

Section 8.E. Office Conditions

I. Temperature & Air Circulation

All work areas assigned to MBUs will be provided with natural or mechanical systems of air circulation. The University will make reasonable efforts at all times to maintain inside work area temperatures between sixty-five degrees (65°) Fahrenheit and eighty degrees (80°) Fahrenheit to allow MBUs to comfortably perform their work. In the event that an unforeseen

An eligible MBU may extend the twelve (12) week period to one (1) qualifying thirteen (13) consecutive week period during alternate calendar years and/or may qualify for an additional thirteen (13) consecutive week leave in the same year as the up to twelve (12) week leave. (See provision II.A.1. below)

An MBU, in addition to the leaves described above, may take up to ten (10) hours of leave during a defined twelve (12) month period to attend bona fide school-related

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

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

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

E. Leave under any and all enabling provisions set out above, must be requested and validated as set out herein for thirteen (13)

the update or revalidation, unique to each individual leave, based upon the nature and parameters of the original certification and any factual change in individual circumstance.

H.
provision I. D. above, the University may request and receive health care provided

hours of work (an average of thirty (30) hours of work per week as set out in provision B.1. immediately above.

V. Leave Year

requesting otherwise available leave under this policy, the University will calculate the amount of leave used within the immediately preceding twelve (12) months of employment and subtract that number from the total number of days equal to twelve (12) work weeks (60 days) or twenty-six (26) workweeks (130 days), or thirteen (13) consecutive workweeks in alternate years where a thirteen (13) consecutive week leave may be invoked.

VI. Leave Entitlements

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

1. For leave under provisions I.C., D., and F. above, an MBU must charge accrued sick leave. For leave under provisions I.A., B., C., D., E., and F. above, an MBU will be afforded an option to charge accrued vacation leave for the

VII. Definitions

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

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

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

D. Serious illness or health related condition: This is defined as an illness, injury, physical or mental impairment or condition that involves a period of incapacity or treatment following in-patient care in a hospital, hospice, nursing home or residential

absence from work and continuing treatment by a health care provider; and/or continuing out-patient treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated would likely result in incapacity of more than three (3) days; and/or continuing treatment by or under the supervision of a health care provider of a chronic or long-term condition or disability that is incurable; and/or an injury or illness incurred by a member of the Armed Forces, including a member of the National Guard or Reserves, in the line of duty on active duty in the Armed Forces (or

G. Servicemember

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

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

VIII. Jurisdiction

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

Section 9.B. Sick Leave

I. Utilization Standards

A. Interpretation

Sick Leave is a paid personal benefit that is accrued with active employment and shall be

conditions as set out in the Family Leave Policy, both family leave and sick leave will be used simultaneously. Under other conditions, sick leave as set out herein, will be used and depleted separately from family leave eligibility and use. Finally, under certain conditions as set out under the Family Leave Policy, family leave is available for use, but sick leave is not and will not be used. Any conflict which arises between the Family Leave Policy and this provision will be resolved by subjugating this provision to that of the Family Leave Policy.

B. Accrual

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

1.
as either actual work reporting as scheduled, University authorized, paid leave utilization or formally a

a. Anticipated Leave: Any proper utilization of sick leave anticipated in advance must be requested as far in advance as practicable, supervising manager prior to utilization. Approval will not be unreasonably denied. Examples of anticipated leave, by way of illustration but not limitation, include physician appointments, dentist appointments, scheduled surgery and short-term care for an ill member of the immediate family. Within a reasonable period of time following utilization of sick leave for this purpose, the MBU must validate the reason for scheduled leave by means of written proof that the scheduled purpose for the sick leave did occur.

b. Unanticipated Leave: Utilization of sick leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half

unanticipated sick leave. If absent for three (3) or more consecutive working days, and requesting sick leave utilization, the MBU, upon request by University, must present reasonable evidence of the need enabling sick leave usage. By way of illustration but not limitation, a statement from a licensed health care provider as defined in the Family Leave Policy, validating the nature and duration of the work disabling event will suffice.

Except as utilized pursuant to and in accordance with a validated family leave, as set out in the Family Leave policy, upon reasonable suspicion of abuse or following fifteen (15) days usage of sick leave during a fiscal

representative, shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary action. In any event, an MBU suffering from a certified, chronic illness must at least once every twelve (12) months provide the University, at its formal, written request and at its cost, with medical re-certification of the chronic illness. Nothing herein shall be deemed, except as specifically

validation of sick leave usage.

2. Long-Term Leave: Sick leave, pursuant to this provision, (-)] TJETQq0.00000912 0 612

tert levy a4(us)-10hallbyyuthorizee ane

secure a second opinion from a University-selected physician during the long-term leave of absence and continue or reject authorization and utilization of paid sick leave based thereon.

No MBU may return to active employment with the University

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

b. Unanticipated Leave: While prior notification and approval may, in extraordinary circumstances, be impossible or impracticable for every circumstance and condition enabling long-term leave, the same procedures and reciprocal right of the University and the MBU as outlined in provision D.1.b. above shall apply except that the notification to the University must be approved as soon as possible and to the extent possible no later than three (3) days following the occurrence of the enabling event. Approval for a long-term leave must then be secured through those procedures outlined in provision D.2.a. immediately above.

II. Sick Leave Accrual & Cap

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

III. Personal Day Acquisition & Use

Full-time MBUs, who use one (1) or fewer sick days in a full calendar year, shall be credited with three (3)

of a

be entitled to unpaid leave as per the provisions of the State and Federal Family and Medical

with the provisions of the FMLA and Rhode Island Parental and Family Medical Leave Act, including but not limited to notifying MBUs on each occasion when leave time is credited against State and/or Federal leave entitlements.

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

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

VII. Authorized Leave Without Benefits

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

VIII. Confidentiality of Records

All medical reports and diagnoses provided pursuant to this ARTICLE shall remain confidential with the centralized Human Resource functions of the University, the Office of General Counsel and the President only. This confidentiality is waived, by an MBU, with respect to the University, when the MBU holding the privilege discloses his/her medical condition diagnosis to another MBU of the University and such disclosure results in a University manager receiving unsolicited information.

Section 9.C. Court Required Service

I. Jury Duty

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

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

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

instance, that MBU will be reimbursed for their additional travel beyond that required to and from work. Reimbursement will be in accordance with University policy and procedure for business-related travel.

III. Subpoenaed Service

Subject to the conditions as set out herein, MBUs required, by properly authorized subpoena, to appear before a judicial or administrative tribunal of competent jurisdiction as a non-party witness in which they have no pecuniary, personal or proprietary interest shall be released with pay from duty to the University for that period of time actually required to appear and remain. Properly released, subpoenaed appearance is otherwise considered as unpaid release by operation of this policy. If and when excused from subpoenaed duty with more than one (1) hour e to the University inclusive, the MBU is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and time(s) shall be provided to the University upon request.

Section 9.D. Vacation

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

I. Vacation is a paid release from reporting to work that is not an unqualified right and therefore must be requested, by an MBU, in advance

available workforce and whether the request will necessitate avoidable additional costs to the University, which will be remedied with alternative vacation authorization. Vacations, therefore, may neither be unilaterally invoked by MBUs nor arbitrarily nor capriciously denied by the University, through its managing agents. Prudent planning is expected both of MBUs and University management.

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

A. Accrual Schedule: *Refer to Appendix C

Length of Bargaining Unit

E. Additional Considerations

Independence Day (July 4)
Labor Day (1st Monday in September)

Thanksgiving Weekend (4th Wednesday, Thursday and Friday in November)
Christmas Eve (December 24)
Christmas Day (December 25)

Martin Luther King Day (3rd Monday in January)
rd Monday in February)
Good Friday
Memorial Day (last Monday in May)
Juneteenth

II. Eligibility Requirements

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

III. Holiday Within a Vacation Period

S

ARTICLE X

CONDITIONS OF EMPLOYMENT

Section 10.A. Probationary Employment

I. New Hires

II. Part-Time MBU

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

III. Regular Term MBU

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

IV. Manager

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

V. Student Employee

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

VI. Other Employees

All other employees, whether temporarily filling vacancies created by leaves of absence of MBUs or supplementing the work force but not rising to the level of bargaining unit employment as set out above, are not in the bargaining unit. The PSSA will be notified promptly of all temporary appointments of at least one (1) week duration. The parties agree that concerns related

Previous employment of an MBU in a non-bargaining unit position with the University shall not count towards seniority service credit.

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

1. Voluntary resignation/retirement.

2. Termination for cause.

3. Failure to return following notice of recall (see III.B. below).

4. Transfer to a position outside the bargaining unit.

5. Termination during a probationary period.

6. Death.

III. Application of Seniority

A. Layoff

1. In the event that a permanent layoff becomes necessary due to lack of work, monetary conditions, position restructuring, other legitimate circumstances or some combination of the foregoing, MBUs laid off will, upon the effective date of the layoff, be eligible for either recall and severance subject to the conditions set forth herein, or for a bumping review and placement based upon seniority and qualifications for another position in the bargaining unit as determined by the University.

2. Upon determination that permanent layoff is necessary, the University shall simultaneously provide the PSSA and the MBU(s) affected, either a two (2) week notice of layoff or two (2) weeks of pay at the then current rate and schedule of regular hours of the MBU(s). In cases where the layoff is of temporary or indefinite duration (i.e., furlough), any affected MBU shall be granted either a two (2) week notice of layoff or two (2) weeks of pay at the then current rate and schedule of regular hours of the MBU(s). The PSSA may request and have scheduled, a meeting with the Chief Human Resource Officer or his/her designee, to discuss possible alternatives; however, the final decision rests with the University.

3. When an MBU is scheduled for permanent layoff from the workforce, but before any severance or bumping rights are exercised pursuant to the within provisions, the MBU may elect to be transferred into a vacancy in a bargaining unit-recognized position, if one exists, for which they are deemed qualified by the

capricious. Transfer into a vacant position, in a higher position classification, carries a sixty (60) day performance-based probationary period and transfer into a vacant position in the same or lower classification position carries a thirty (30) day performance-based probationary period during which MBUs shall be

measured against the agreed-upon job description (and the reasonable amplification thereof in practical application of duties and responsibilities).

performance but no earlier than thirty (30) days into the probationary period, it will then place such MBU on layoff. An MBU thus laid off shall remain entitled to recall into his/her job only for the remainder of the recall period but shall not be entitled to transfer into another vacancy if one exists at the time of layoff. Discharge of the transferred MBU during his/her probationary period is grievable on the limited basis that the decision to discharge the MBU was arbitrary or capricious.

4. When a non-probationary MBU is scheduled for a permanent layoff from the workforce, they shall be permitted to either:

a.) exercise their seniority rights to replace (bump) an employee with the least seniority in a position for which he/she is deemed qualified, by the University, and provision 3. above has been followed, if applicable.

s of the MBU seeking to bump a less senior MBU may not be arbitrary or capricious. If bumping is elected, an MBU whose position is being eliminated shall have the right to displace the least senior MBU in the same position classification, as the displaced MBU, should one exist, following a qualifications review by University. The qualifications of a displaced MBU are presumed sufficient when bumping within a position classification. That presumption is rebuttable by University in utilizing its assessment of the bumping

under this procedure shall not be arbitrary or capricious.

or

b.) elect a severance (consisting of regular wages and continuation of health insurance and retirement benefits as follows):

Completed Years of Bargaining Unit Service	Severance Period
1 3	4 weeks
3 10	8 weeks
10-15	10 weeks
More than 15	12 weeks

Receipt of severance benefits pursuant to this provision shall be conditioned upon the electing MBU executing a standard, University-prepared separation agreement and release which shall include a waiver of any and all claims against Roger Williams University in connection with their employment at the University, the termination of that employment and all related matters.

B. Recall

1. Only non-probationary MBUs are eligible for recall.

2. The recall period shall be for twelve (12) months from date of layoff.

3. Recall shall take place with the most senior MBU laid off from his/her formal job recalled, first recalled. Recall review for qualifications shall also be available for MBUs laid off from a bargaining unit position differing from the formal position to which the MBU seeking recall was laid off. This review will be allowed no more than once during the recall period and the determination of qualifications shall be neither arbitrary nor capricious.

4. The University shall serve

III. Qualifications Review

The University will fill all new or vacant positions based upon its rational, non-capricious judgment as to the most qualified candidate for the new or vacant position. Relevant consideration shall be given to: 1) position description as it outlines sought after, essential functions and essential performance characteristics of the position, 2) a record of excellent performance that is validated by internal and/or external performance indicators, 3) improving upon the diversity of MBUs to enrich the employment culture and 4) where qualifications are

o

applicants from outside the bargaining unit or outside the University) will prevail.

A. Grievance of the proper application of the relevant considerations set out above may proceed immediately to arbitration with the issue to be determined by a third

V. Clarification Petition & Hiring Practices

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

Section 10.E. Workweek, Workday & Work Breaks

I. Workweek

TABLE OF CONTENTS

PAGE

PREAMBLE 1

ARTICLE I RECOGNITION 1

ARTICLE II NON-DISCRIMINATION CLAUSE 1

ARTICLE III ASSOCIATION MEMBERSHIP 2

ARTICLE IV RIGHTS OF THE ASSOCIATION 3
I. Use of Facilities/Meeting & Investigation Protocol 3
II. Attendance at Formal Labor Proceedings 4
III. Use of Equipment & Bulletin Board(s) 4
IV. Provision of Information to Association 4

ARTICLE V MANAGEMENT RIGHTS 4

ARTICLE VI STRIKE-LOCKOUT 5

ARTICLE VII DISPUTE RESOLUTION & DISCIPLINE 5
Section 7.A. Labor/Management Forum 5
Section 7.B. Grievance 6
I. Definition of Grievance 6
II. Grievance Procedure 6
III. Restriction on Settlement 7
IV. Pay for Grievance Time 7
V. Time Limits 7
VI. General Considerations 7
Section 7.C. Discipline and Discharge 7

ARTICLE VIII HEALTH & SAFETY 8
Section 8.A. Compliance & Enforcement 8
Section 8.B. University Safety Committee 9
Section 8.C. Emergency Closing Policy 9
Section 8.D. No Smoking Policy 11
Section 8.E. Office Conditions ..... …