THE
ROGER WILLIAMS UNIVERSITY
DEPARTMENT OF PUBLIC SAFETY
EMPLOYEES ASSOCIATION

2023-2027
CONTRACT

with the

BOARD OF TRUSTEES
OF
ROGER WILLIAMS UNIVERSITY

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AGREEMENT

THIS AGREEMENT, entered into this 15th day of September 2023 by and between ROGER WILLIAMS UNIVERSITY, of the Town of Bristol and County of Bristol, State of Rhode Island, (hereinafter the "University"), and ROGER WILLIAMS UNIVERSITY DEPARTMENT OF PUBLIC SAFETY EMPLOYEES ASSOCIATION, (hereinafter the "Association"):

WITNESSTH

It is the intention of the University and the Association in entering into this Agreement to promote good relations among the University and the Public Safety Officers (hereinafter "PSOs") of the University represented by the Association. It is the further intent of the Association and the University to continue to work together; to provide and to maintain mutually satisfactory terms and conditions of employment; to prevent as well as to adjust misunderstandings or grievances relating to employment; and to provide that there shall be no interruption in work. Any misunderstandings as to the interpretation and application of the terms of this Agreement which arise between the University and the PSOs of the University represented by the Association, shall be resolved, adjusted and settled in accordance with the procedures set forth in this Agreement.

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

ARTICLE I
RECOGNITION

The University recognizes the Association as the sole and exclusive bargaining agent for all PSOs occupying positions within the bargaining unit certified by the Regional Director of the National Labor Relations Board in Case No. 1-RC-21925.

The University shall not bargain individually or collectively with any member of the bargaining unit, concerning any of the provisions of this contract, except through the authorized representatives of the Association.

ARTICLE II
ASSOCIATION MEMBERSHIP

I. No PSO governed by this Agreement shall be required to join the Association as a condition of employment. Neither shall any PSO 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 PSOs 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 PSOs, for a full explanation of the rights and obligations under the terms of this section in a scheduled or special orientation forum where both the University and the Association designees are invited to be present.

II. The terms of employment of all PSOs are covered by the collective bargaining agreement negotiated by the University and the Association. The parties recognize, additionally, that the Association is legally required to fairly and fully represent all individuals included in the bargaining unit, whether they are Association members or not. The negotiation and administration of this Agreement entails expenses for all PSOs covered by this Agreement. Therefore, a PSO who does not choose to join the Association, shall pay an Agency Fee Charge, representing the cost of collective bargaining, as determined by the Association; provided that such charge shall be calculated to include only such costs and not other expenses/activities of the Association or its affiliates, and provided that membership in the Association has not been denied to the PSO for reasons other than non-payment of dues uniformly required as a condition of membership. Payment of this Agency Fee Charge by such PSO shall be a condition of employment and shall be formally noticed by the Association, including the amount of the charge, to each PSO, 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 PSOs with copy to University through its OGC. The collection of either Association Dues or Agency Fee Charges shall be from payroll deduction by University's Payroll Division of the Department of Human Resources (HR), acting for University and on behalf of the Association as follows:

A. Following completion of the probationary period of employment, Agency Fee Charges will commence in the first, full payroll, and that Agency Fee Charge will be ratably apportioned on a biweekly basis as set up by the Association and delivered to HR. This deduction procedure shall continue until Association Dues are voluntarily invoked by the PSO in accordance with provision B. below.

B. New Association members' Dues will commence being deducted in the first full pay period following both successful completion of the probationary period of employment and the University Payroll Office's receipt of a written, signed authorization by a PSO to deduct Association Dues, including the amount to be deducted on a biweekly basis for each Association member as designated in provision A. above.

All Association Dues deductions will continue, unless and until the University Payroll Office receives written, duly-signed notification from either the Association Member or the Association itself that it no longer authorizes Association Dues deduction, in which case the Agency Fee Charges will commence being deducted and will continue unless and until the PSO opts to rejoin the Association.

C. Implementation by Human Resources 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. Upon Association notice, Human Resources will inform all members of the bargaining unit of the charges invoked by the Association.

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

1. Dues or Agency Fees will be deducted from all non-probationary PSOs unless such PSOs are on authorized unpaid leave of absence from University.

IV. University, through its Department of Human Resources, and the Association, through its President and/or Treasurer will, in good faith, entertain and respond to questions and concerns from PSOs as to policy and procedure concerning Association Dues and Agency Fee Charges.

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

ARTICLE III
RIGHTS OF MANAGEMENT

Subject to the provisions of this Agreement, the University shall have the right to exercise the regular and customary functions of management; including the right to hire, discharge, promote, demote, layoff and discipline PSOs; the right to determine how, when, where and by whom work is to be performed; the determination of job content; the judgment as to the ability of a PSO to handle a particular job and the right to make and enforce rules and regulations. Any of the rights, powers, functions or authorities which the University had, prior to the signing of any Agreement with the Association, are retained by the University except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement. It is further agreed that the rights of management are not subject to arbitration under any circumstances except as otherwise specifically provided for in this Agreement.

ARTICLE IV
STRIKE-LOCKOUT

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

ARTICLE V
DISPUTE RESOLUTION & DISCIPLINE

Section 5.A. Labor/Management Forum

I. A committee consisting of University and Association representatives 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 Association for such a meeting will be made to the Department of Human Resources with copy to the Office of General Counsel.

Quarterly, on March 1st, June 1st, September 1st and December 1st, the University and Association 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 PSO 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. No amendments may be implemented, however, unless and until same are, in writing and signed by the express designees of the parties as signatories. For the University, this is either University counsel or the Executive Vice President for Finance & Administration.

III. A maximum of two (2) PSO representatives of the Association may attend such meetings held during their scheduled work shifts. PSO 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

The term "grievance" shall mean an allegation by any person covered by the Agreement or by the Association that there has been a violation, misinterpretation or improper application of the terms of this Agreement or an applicable written policy.

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 PSOs and the Association; the representatives of both agree to make prompt and earnest efforts to settle grievances. Except as otherwise provided herein, all grievances shall be handled as follows:

Step 1: The Association President or his/her designee and the grieving PSO ("Grievant") shall submit the grievance to the Director of Public Safety or the Director's designee within ten (10) calendar days after the occurrence first giving rise to the grievance. The written grievance shall explain, as specifically as possible, the nature of the complaint and the contract provision(s) violated. The Director or designee 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. Any decision of the Director, that is satisfactory to the PSO and Association but not fully and formally endorsed in a signed writing by both the University and the Association as contractually governing, shall be without precedential effect or persuasive authority in any other proceeding.

Step 2: If the matter is not settled at Step 1, the Association, within ten (10) calendar days after receipt of the written answer from the supervisor or within ten (10) calendar days after the answer is due, may request, in writing, a meeting with the Chief Human Resources Officer (CHRO) to take place within seven (7) calendar days of said request. The grievant may attend this meeting at the request

of either party. The grievance, advanced to Step 2, must state the reason the Step 1 decision is not satisfactory. The University's decision shall be given in writing within ten (10) calendar days after the meeting.

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

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

III. PSO's and University's Right to Settle Individual Grievances without Precedent

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

IV. Time Limits

The time limits, as set out herein, may not be modified without written agreement of both the Association and University. Should the grievant and/or Association not comply with the time limits stated herein, the grievance shall be considered withdrawn with prejudice and without precedent. Should the University not

comply with the time limits for response as stated herein, the grievance shall be considered denied and must be advanced to the next step in the procedure within the time limits set out, or it shall be considered withdrawn with prejudice and without precedent.

V. Pay for Grievance Time

Where Steps 1, 2, 3 and 4 of the grievance procedure take place during working hours, time incurred during a scheduled work shift of the Association President or his/her designee and/or any grievant as a result of their attending a grievance hearing or formal arbitration hearing during work hours will be fully paid release time from their work shift. Nothing herein shall be interpreted to direct or expect grievance hearings to be held during the Grievant(s)' and/or any witness(es)' and/or the Association President's or his/her designee(s)' work shift.

Section 5.C. Discipline & Discharge

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

II. Discipline under this Agreement is the formal imposition upon a non-probationary PSO of a written reprimand, a suspension without pay or discharge for cause.

III. The University will not discharge a non-probationary PSO without just cause. A PSO who is discharged may file a grievance at Step 3 of the grievance procedure set out above.

IV. Where circumstances warrant, including the nature and severity of a PSO's unacceptable conduct, progressive discipline will be utilized. However, there are no prescribed sanctions in number or severity prior to termination.

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

VI. A PSO 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.

VII. Anonymous material has no standing at the University and shall not be a proper subject of material to be placed in a PSO's personnel file. Materials found to be in error or false by the University, an arbitrator or a jural entity with proper jurisdiction over such matters shall be removed from the personnel file. Evaluations or other administrative writings correcting, directing and/or analyzing employment performance and behavior are not subject to the removal set out above.

VIII. There shall be only one (1) official personnel file at the University.

IX. The PSO shall have the right to respond to any adverse material filed, and the PSO's response shall be attached to the copy in her/her personnel file.

ARTICLE VI
HEALTH & SAFETY

Section 6.A. Compliance & Enforcement

The University shall continue to enforce, and all PSOs shall continue to comply with all legal regulations governing the health and safety of working conditions at the University. PSOs must observe, as a condition of continuing employment, the University's published safety rules. PSOs shall immediately report, to their supervisor or designated head of the University's Environmental Health and Safety Office, any condition that they are aware of and believe to be unsafe or in violation of standing health and safety regulations of the University. Additionally, PSOs shall report any injuries sustained or witnessed at the University in accordance with job responsibilities and/or direction given by the University.

Section 6.B. PSO Identification & Uniforms

PSOs shall wear, as provided and directed, both University-issued standard uniforms and identification tags/badges for both security and identification purposes. The cost of initial issue of uniforms and identification tags/badges shall be borne by the University; if however, a PSO voluntarily leaves the employ of the University within one (1) year of initial hire, (s)he shall be obligated to reimburse the University for the costs of uniforms issued to him/her. The cost of lost, damaged, destroyed or misplaced uniforms and/or identification tags/badges shall be borne by the PSO. Discipline for unintentionally lost, damaged, destroyed or misplaced uniforms and/or identification tags/badges will not be invoked until at least the third (3^{rd}) occurrence in a twelve (12) month period and will first consider all relevant facts on a case by case basis, subject to the grievance/arbitration procedure. Reasonable wear and tear over time is expected and will not be cause for discipline or replacement by PSOs at their expense. Should a PSO's uniform or equipment (clothing or duty items) be damaged during the normal course of said PSO's duties, such clothing and/or equipment shall be replaced at the expense of the University, as long as the damage is not due to a PSO's negligence. The University shall inspect, for safety and continuity, all equipment used by PSOs in the normal execution of their duties. This shall include, by way of illustration, vehicles, radios and any other miscellaneous materials. Any equipment considered to be a duty requirement for safety reasons, shall upon proper notice of disrepair, be repaired or replaced in a timely fashion by the University.

While it is understood that the purchase, maintenance, replacement and quantity, as well as sophistication of University equipment, technology and vehicles is at the prerogative of University, the state of outfitting, maintenance, repair and replacement will be a standing agenda item for each quarterly meeting held pursuant to ARTICLE V DISPUTE RESOLUTION & DISCIPLINE, Section 5.A. Labor/Management Forum of this Agreement.

I. Uniform Allowance:

A. For each year of this Agreement, the University shall provide the following scheduled uniform allowance to all eligible PSOs:

A total allowance of nine hundred dollars ($900) for uniform maintenance, repair and replacement in the form of $450 cash and $450 in vouchers to be used at one or more vendors authorized by the University shall be paid in the first full July payroll of each fiscal year.

B. Eligibility:

A PSO must be employed in active status at the issuance of the allowance and for one (1) full year before and immediately leading up to the issuance of the annual uniform allowance. Active status shall be defined as regular reporting to work or on authorized leave from work, pursuant to this Agreement only. Any PSO who has missed more than four (4) weeks of work in the past year, prior to the issuance of the uniform allowance shall have the allowance prorated to the nearest full month(s) of actual service performed.

C. Utilization:

1. Subject to the reasonable wear and tear provision and/or the damage to clothing and/or duty items in the PSO's regular, non-negligent course of performance of PSO's duties, each PSO shall be entirely responsible for repair and/or replacement of damaged, lost and/or destroyed uniform articles between the University's reissuance of uniforms, which will be at the University's reasonable discretion but no later than every four (4) years from issuance of a new uniform.

2. The allowance is interchangeable and useable for maintenance and/or repair and/or replacement, as needed, on an individual basis.

3. The University's Department of Public Safety uniform standards must be maintained and will be enforced.

4. A uniform committee shall be established for the purpose of determining proper attire and timing of seasonal uniform changeover. The committee shall consist of two (2) Association members and two (2) members of management.

Section 6.C. Emergency Closing Policy

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

rendering the University, or a significant part thereof, unfit for regular operations. The authority to close operations is vested in and restricted to, the President, or the President's express designee.

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

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

III. When the closing is effected, only those PSOs expressly notified individually and therefore covered by the declaration shall be released from reporting to work and shall be compensated at their regular rate of pay for such released period. All other PSOs are to report to or remain at work during an emergency closing, and only such PSOs, shall be considered "essential services personnel" for the period in question, and shall receive one and one half (1.5) times their regular rate of pay for that period of actual work reporting, during the University declared emergency closing.

IV. When the closing is regional to a building, area or part thereof PSOs are expected to remain at work and will receive their regular rate of pay for the regular shift(s) worked. A regional closing or a functional closing (such as the cancellation or early closing of scheduled classes), does not of itself enable the work release of any PSOs, nor does it enable payment as essential services personnel, as set out hereunder.

V. As a general rule, University Public Safety personnel are essential services personnel as described above.

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

VI. When a PSO 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 is effected, specifically and expressly relieving a PSO from reporting to work on the same day as the pre-approved paid absence, only that time (on an hour-for-hour charge), that the University would otherwise direct 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.

VII. Failure to report as scheduled, except as set out above, subjects a PSO to investigation and potential discipline for unexcused absence from work. Only where same is due to serious weather conditions or other real and demonstrable impediment not of the PSO's making, but otherwise making it virtually impossible for the reasonable person to get to work, may a PSO be relieved from reporting to work, in which case the subject PSO must utilize available vacation accrual to account for the absence. If there is no available vacation accrual, the excused absence will be unpaid.

Section 6.D. No Smoking Policy

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

ARTICLE VII
EMPLOYMENT

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

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

II. Wherever reference to PSOs of one gender is used in this Agreement, it shall be construed to include and apply to PSOs of all gender identities.

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

IV. The University agrees there shall be no discrimination, interference, restraint or coercion against or involving any PSO because of Association membership or lack of membership or because of PSO activity or lack of activity concerning any legal activities of the Association, except that both parties to this Agreement understand and agree that PSOs of University have a primary employment responsibility to University and PSOs may not engage in activity that conflicts either with that primary employment responsibility, or any other provision of this Agreement. An example of an unauthorized and inappropriate conflict would be the abuse of sick leave accrual to pursue other employment or to engage in

otherwise permissible Association activities while absent from employment and drawing paid sick leave.

Section 7.B. Probationary Employment

Full-time PSOs, new to the bargaining unit shall, upon hire into an Association-recognized and represented position, serve a probationary period of employment of one hundred eighty (180) calendar days during which the provisions of this Agreement do not apply. Part-time PSOs' probationary period shall be two hundred and forty (240) calendar days. All other provisions as set out immediately above in this provision apply to part-time PSOs.

Section 7.C. Seniority

I. Computation of Seniority Service Credits

Except as set out below, seniority shall be defined as length of continuous bargaining unit service. For all full time PSO's, date of hire into the bargaining unit will be used as the initial date for seniority, effective upon successful completion of the probationary period. For purposes of this provision only, absence while on Worker's Compensation will not affect the seniority date. Seniority service credit is not accumulated by virtue of Overtime or Premium Pay Assignments. Full-time PSOs, new to the bargaining unit, will not achieve a seniority date equal to the start of employment into the bargaining unit until the probationary period is successfully completed (one hundred eighty (180) calendar days). Seniority will then be retroactively applied from a full-time PSO's date of hire into the bargaining unit.

Part-time PSOs in the unit earn seniority service credit on a pro rata basis with eight (8) hours of work equaling one (1) seniority service credit. Part time PSO's new to the bargaining unit will not earn seniority credit until the probationary period of two hundred forty (240) calendar days is successfully completed at which time seniority will be retroactively applied from date of hire into the bargaining unit.

Subject to those periods of time where seniority is lost or frozen, as set out herein, PSOs employed prior to 7/1/2005 will enjoy seniority within the bargaining unit based upon their individual date of hire as an employee assigned to the University's Department of Public Safety.

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

A. Voluntary resignation/retirement

B. Termination for cause

C. Layoff for a period exceeding twenty four (24) months

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

E. Transfer to a position outside the bargaining unit

F. Death

III. Application of Seniority

A. Layoff

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

2. The University shall simultaneously provide the Association and the PSO(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 PSO(s). The Association may request and have scheduled, a meeting with the CHRO or his/her designee to discuss possible alternatives; however, the final decision is at the discretion of the University.

B. Recall

1. All PSOs are eligible for recall. Probationers who are subject to layoff, shall upon, any recall shall, be required to complete the balance of his/her probationary period, and instances of layoff exceeding six months' duration, shall be required to serve a new probationary period.

2. The recall period shall be for twenty four (24) months from date of layoff.

3. Recall shall take place with the most senior PSO on layoff in the job classification recalled, first recalled.

4. Recall shall be served upon a PSO to be recalled by certified mail, return receipt requested at the PSO's last known address. The recalled PSO 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. PSO accepting recall must return to work as instructed, within two (2) weeks of receipt of the recall notice.

C. Assignment

Assignment or transfer to any vacancies or shifts, subject to Part E below.

D. Leave

In cases of competing requests for time-off, seniority will govern as the deciding factor.

E. Vacancies

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). 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 pay rate of any PSO who voluntarily bids into a lower paying job classification shall be reduced by a measure equal to the percentage difference in starting hourly rate of the job classification he/she occupies and that of the position to which he/she has successfully bid. Employees who successfully bid on and are awarded such positions will have the opportunity to be advised of the applicable pay rate of the new position prior to accepting it.

IV. Seniority Roster

The University will maintain a seniority list of all PSOs and will provide it to the Association, through its President or his/her designee each July 1st and January 1st during the term of this Agreement. Additionally, the University, through its

Department of Human Resources, will provide an updated seniority list to the Association President or his/her designee within five (5) business days following a reasonable request for same.

Section 7.D. Bargaining Unit & Non-Bargaining Unit Employment

I. Full and Part-time Positions

All positions whose incumbents are regularly and continually scheduled for forty (40) hours of work per week, year round, are full-time positions. All positions which average at least twenty (20) hours per week over the course of each six (6) month period are considered regular, part-time positions. Regular full-time and part-time PSOs occupying such positions are members of the bargaining unit.

II. Temporary Positions

All positions, which at their creation are intended to be of limited duration and utilized to supplement the regular contingent of part-time and full-time positions of the University are temporary positions. These positions are not recognized as part of the bargaining unit covered by this Agreement. Except for emergency situations or urgent need to immediately supplement the work force on what is reasonably expected to be a temporary basis, temporary positions shall be first offered to bargaining unit members who seek to attain the learning and skills of another job classification, and whom the University deems at least minimally qualified. These positions shall not continue beyond six (6) months. Any temporary position which continues beyond six (6) months and is at least funded at twenty (20) hours per week on average over that time, becomes a bargaining unit position as set out above. The time actually worked in the position will count toward the probationary period of the new PSO.

III. Temporary Vacancies

An employee hired to fill a temporary vacancy within the bargaining unit caused either by a new position opening during the search for a PSO who will become a member of the bargaining unit or a leave or other authorized absence of a PSO, will not become a member of the bargaining unit by virtue of filling the temporary vacancy.

IV. Casual Employment

PSOs who work less than twenty (20) hours per week on average, calculated each six (6) months of employment in the Department of Public Safety are not members of the bargaining unit. This threshold of employment is defined as casual employment.

Section 7.E. Shift Transfer

When shift or assignment transfers are determined as necessary by the University, the University will seek and accept qualified volunteers to change shifts. If there is more than one (1) volunteer deemed equally qualified by the University for the transfer, the most senior volunteer will be transferred. If there are no volunteers, the most junior qualified employee in the job classification will be transferred. Except in case of emergency, the employee transferred involuntarily will be given forty-five (45) days' notice (from date of reassignment) to rearrange their personal schedule and commence the new shift. The Association will be copied on all such notices.

Section 7.F. Regular Work Week

The regular workweek shall consist of forty (40) hours per week consisting of five (5) consecutive eight (8) hour work days, excluding officers assigned to the Providence campus. All work in excess of forty (40) hours within the PSO's scheduled workweek, shall be paid for at the rate of time and one-half (1½) the individual PSO's straight-time hourly rate. Full-time PSOs will be entitled to have two (2) consecutive days off per week; such days off to be scheduled by management, excluding officers assigned to the Providence campus(es). No PSO shall receive overtime pay unless overtime work has been authorized by the designated supervisor.

Should the need to adjust either: a.) the days off of incumbent PSO's, or b.) the start and/or end times of any currently established work shifts within the workday (i.e. 7AM-3PM, 3PM-11PM and 11PM-7AM), arise, the University will first attempt to address the need through changes to flex-shift schedules or days off. Thereafter, the University will confer with the Association at least 45 days prior to implementation of said adjustment(s) in order to discuss the need therefore. Upon presentation of the rationale underlying the adjustments by the University, the Association will not unreasonably withhold its acquiescence. Any adjustments will be implemented in inverse seniority order, and will be reversed only when the originating need subsides. This provision is inapplicable to the flex-shift; any adjustment to the start and/or end times of the flex-shift may be implemented upon 10 days' notice to the affected employee.

I. Paid Break Period(s)

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

Section 7.G. Overtime, Premium Pay & Call-In Pay

I. PSO's may be required to work overtime when and as determined by the University in its sole judgment. All overtime must be approved by the Director of Public Safety or their designee. Overtime opportunities for those not governed by this Agreement are not subject to this Agreement. Management will post the overtime opportunity at an appropriate location. When feasible, overtime opportunities will be posted in the determined job classification at least five (5) days ahead of the opportunity.

An immediate supervisor may direct a PSO to work overtime in inverse seniority order, within the job classification, unless the University, through the supervisor's reasonable discretion, determines that the assignment by seniority compromises the quality of the assignment.

All overtime in duties that are classified and regularly performed by PSOs will be offered to PSOs in the determined job classification first, by offering it to the PSO at the top of the revolving seniority chart. Acceptance of the overtime by seniority shall result in that PSO moving to the bottom of the seniority rotation list regardless of actual hours worked so that the next opportunity will be offered to the most senior PSO with the least amount of charged overtime opportunities in the assigned position classification of work. There will be no pay for time not worked, but the lack of equalization shall be reviewed each six (6) months and issues arising out of the overtime rotation may be brought to the Labor Management Forum as set out under ARTICLE V, DISPUTE RESOLUTION & DISCIPLINE above.

II. Overtime will be defined as the required performance of work in excess of the established work week. Time and one-half will be paid for work performed in excess of the established work week.

III. Upon reasonable advance notice, a record of overtime work will be furnished to the Association at the close of each quarter of the fiscal year, following a request from the Association.

IV. Whenever feasible, a PSO will be notified at least twenty-four (24) hours in advance when overtime shall be required.

V. When overtime exceeds sixteen (16) hours in a week, the PSO has the option to refuse such time except during Graduation/Convocation/Spring Week periods when the option to refuse such time is suspended.

VI. Whenever a PSO is required to work on a holiday, designated as such by this Agreement, they will be paid, in addition to holiday pay, 1.5x their regular rate of pay for the number of hours actually worked.

VII. Additional Details

A. Holdover/Call-In

1.) Holdover – Absent a prescheduled overtime assignment, a PSO involuntarily held over after the end of his shift actually worked shall be paid at the PSO's overtime rate (i.e. 1.5x regular hourly rate) for the duration of the holdover.

2.) Call- In is defined as the act of contacting a PSO at a time other than during the regularly scheduled shift and requesting/directing that the employee report for work, ready and able to perform assigned duties.

a.) Employees who are called in and whose call in time is immediately adjacent and prior to their scheduled shift starting time will be paid at the PSO's overtime rate (i.e., 1.5x regular hourly rate) for all time actually worked.

b.) Employees who are called in and whose call in hours are not immediately adjacent and prior to their scheduled shift starting time will be paid at the PSO's overtime rate (i.e., 1.5x regular hourly rate) for all time actually worked or for a minimum of four hours', whichever is greater.

3.) Details assigned pursuant to this section may only be made after first notifying the Association-designated representative (PSO) on shift and where opportunity reasonably allows, after first discussing the need therefore.

4.) With the exception of emergency situations or in instances where the need to call in a PSO is not otherwise reasonably foreseeable, the University will make a good faith effort to not call an employee in on such employee's scheduled regular day off. For purposes of this agreement, days off are deemed to begin at the end of the PSO's last regularly scheduled shift and to conclude at the beginning of the first regularly scheduled shift.

5.) This provision is inapplicable in the circumstance where the PSO seeks and is awarded additional work opportunity consistent with the Overtime Provisions of this Agreement and Provision B immediately below.

B. Special Detail Opportunity: Any work or training offered on a voluntary basis to a PSO in addition to their regularly scheduled work, shall be paid for that amount of time rounded up to the nearest half (½) hour of time actually worked. Voluntary work or training opportunities need not be offered in seniority order where the offer will invoke either A.1 or A.2 immediately above.

C. Departmental Training: PSOs who are required to report for training when not otherwise already scheduled, in accordance with this Agreement, shall

be paid for that time in training or two (2) hours, whichever is greater. PSO's where practicable, shall be advised of mandatory departmental training no less than thirty (30) calendar days prior to the scheduled training.

D. The parties commit to discussing the need and types of mandatory training for bargaining unit members at any regularly scheduled labor management meeting.

E. Part-time PSOs' pay, hours worked, and scheduling are not subject to this provision.

Section 7.H. Performance Evaluations

Performance evaluations are an integral component of employment.

ARTICLE VIII
BENEFITS

Section 8.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 PSOs 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 PSOs 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 PSO 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 a PSO'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 PSO.

E. Qualifying exigency arising out of the fact that the spouse, child(ren), or parent of a PSO is a servicemember who is on active duty, or notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard), in support of a contingency operation.

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 a PSO.

An eligible PSO may extend the twelve (12) week period to one 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)

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

II. Leave Limitations

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

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

B. While the University may, at its complete discretion, or under other express, governing policies of employment, authorize leaves of absence either of greater duration or for other purposes, the foregoing represents the maximum

amount of leave, either alone or in combination, under this policy and governing State and Federal law.

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

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

E. The twenty-six (26) week period amounts to one hundred thirty (130) work days that may be taken as set out in II.F. below.

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

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

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

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

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

III. Leave Validation

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

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

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

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

D. Leave, under provision I.E. 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 PSO shall provide, in a timely manner, a copy of such certification to the University.

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

F. Under leave enabling provisions I.C. and D. above, when the University reasonably believes a submitted certification is suspect, it may require a second opinion from a licensed health care provider who is qualified in the field of the contended disability/illness. An opinion concurring with the PSO's submitted validation shall result in leave validation. An opinion

dissenting from the PSO's submitted validation shall result in referral, as set out hereunder, to a third, independent health care provider, qualified in the field of the contended disability/illness, for final, binding opinion either validating or invalidating the leave.

1. Referral for a third, binding health care professional's opinion shall be by agreement of the PSO-selected health care provider and the University-selected health care provider. Failing agreement, referral shall be by agreement of the PSO and the University. Failing secondary agreement, referral shall be made by the University.

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

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

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

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

I. All medical records provided in accordance with policy and consistent with law shall remain confidential with the University and within the University, shall remain disclosable only to the Department of Human Resources or those employees of the University with a need to know the certified rationale, including by way of illustration, the President, Chief Human Resources Officer, Vice President for Student Life, Senior Vice President for Finance and Administration, and members of the Office of General Counsel or their

express designee(s). The PSO may choose to disclose the health condition diagnosis to his/her immediate supervisor or others, in which case the legal confidentiality of the information is waived with respect to such agents to which such information is disclosed or to which disclosure is reasonably to be anticipated by the PSO's disclosure.

IV. Leave Prerequisites

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

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

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

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

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

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

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

V. Leave Year

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

Leave Entitlements

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

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

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

3. Elected or required utilization of paid vacation, or sick leave accruals does not extend family leave or otherwise modify those other leaves available to PSOs of the University except to the extent that they are drawn from to remain paid, their balances are affected until full depletion.

B. Health Benefits: That health benefits coverage in effect and covering the PSO immediately prior to leave shall be maintained throughout the period of family leave subject only to program participation and parameters alteration as appropriately negotiated and/or implemented, consistent with law. A PSO's responsibility to contribute his/her share of health and dental insurance premiums shall remain in place during the period of any leave granted hereunder.

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

D. Reinstatement: A PSO ready and able to return to his/her position of employment immediately following exhaustion of family leave will be returned to his/her position or, at the University's discretion, to an equivalent position with equivalent pay and benefits unless the PSO would have been

terminated in the absence of any leave (e.g., layoff, contractual non-reappointment, just cause independent of the leave or natural term expiration of a terminal or temporary position of employment).

I. Definitions

A. Child: A child is the biological, adopted or formally placed, foster care child, step child or legal ward of the PSO 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 PSO requesting leave, as defined by University policy and covered by University procured health insurance carrier applicable to PSO. Where spouses are both employees of the University, leave under I.A. through I.F. above shall not exceed the maximum leave for one eligible employee.[1]

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

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

[1] Appendix B. Roger Williams University and Roger Williams University School of Law Benefits Information Regarding Domestic Partners is incorporated by reference hereto in all respects as it affects eligible employees and those receiving the care of eligible employees.

F. Next of Kin: A "next of kin" is the nearest blood relative of the PSO.

G. Servicemember: A "covered servicemember" is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

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

II. Jurisdiction

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

Section 8.B. Sick Leave

I. Interpretation

Sick Leave is a paid personal benefit that is accrued with active employment and shall be construed consistent with Section 8.A. above. Under certain conditions as set out in Section 8.A. above, 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 Section 8.A. above, family leave is available for use but sick leave is not and will not be used. Any conflict which arises with family leave in administering this provision will be resolved by subjugating this provision to that of family leave.

II. Accrual

PSOs, following their probationary period of employment, shall earn one (1) working days per calendar month, starting with the first full calendar month of employment beyond their probationary period. Accrual shall continue for each month of active employment until unused accrual reaches forty (40) days of accrual, at which time accrual stops until depleted through proper utilization.

A. "Active employment", for purposes of this provision, shall be defined as either actual work reporting as scheduled, or authorized, paid leave utilization.

Neither Workers' Compensation nor short or long term disability payments nor Rhode Island TDI, constitute "paid leave utilization" and accordingly do not constitute active employment.

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

C. All PSOs hired prior to July 1, 2013 shall, for the term of this Agreement, continue to earn one and one quarter (1¼) working days per calendar month starting with the first full calendar month of employment beyond their probationary period. Accrual shall continue for each month of active employment until unused accrual reaches forty five (45) days of accrual, at which time accrual stops until depleted through proper utilization.

III. Utilization

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

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

B. Sick leave is accrued and will be charged by the hour.

C. There is no sick leave absent accrual. Therefore, an individual who has exhausted his/her sick leave is not entitled to a sick leave of absence except and only as set out by Section 8.A. above or as may be provided for pursuant to Section 8B.IV below, "Sick Leave Bank" .

IV. Authorization & Validation

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

1. Anticipated Leave: Any proper utilization of sick leave anticipated in advance must be requested as far in advance as practicable and approved by the PSO's immediate supervisor 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 PSO must validate the reason for scheduled leave by means of written proof that the scheduled purpose for the sick leave did occur.

2. **Unanticipated Leave:** Utilization of sick leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half (½) hour after the beginning of the PSO's scheduled workday, the PSO's supervisor or by utilizing such method specifically directed by the PSO's supervisor to notify the University of unanticipated sick leave. If absent for three (3) or more consecutive working days, the PSO, 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 Section 8.A. above, validating the nature and duration of the work disabling event will suffice.

   Notwithstanding the foregoing, a PSO absent for unanticipated sick leave for any and all periods totaling more than ten (10) days in any fiscal year may be required to submit reasonable evidence of the need enabling sick leave usage such as that provided by the example above. Sick leave taken for purposes of bereavement, pursuant to Section 8.B., III., B. above, shall not be counted for purposes of either the three (3) or ten (10) day validation requirement; however, bereavement utilization of sick leave must, upon request, be validated through independent written documentation whether anticipated or unanticipated.

   Upon receipt of a specific diagnostic statement from a physician describing a chronic, debilitating illness of a PSO, the three (3) and ten (10) day validation requirement shall be waived as a matter of regular course; however, except as utilized pursuant to and in accordance with a validated family leave as set out in Section 8.A. above, upon reasonable suspicion of abuse or following fifteen (15) days usage of sick leave during a fiscal year, the University, the Association and the PSO 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, a PSO suffering from a certified, chronic illness enabling sick leave as set out herein, must at least once every twelve (12) months provide the University with medical re-certification of the chronic illness. Nothing herein shall be deemed, except as specifically stated, to limit management's prerogative relative to operational determinations, including the right to terminate a PSO whose legitimate absenteeism exceeds available leave under policy and law.

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

1. Anticipated Leave: An Anticipated Leave must be requested, approved and supported, in advance of utilization, with medical documentation from the PSO's physician stating the following:

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

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

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

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

2. Unanticipated Leave: While prior notification and approval may, in extraordinary circumstances, be impossible or impracticable for every circumstance and condition enabling long-term leave, the same procedures and reciprocal right of the University and the PSO as outlined in provision 4.b.(1) immediately above shall apply except that the notification to the University must be approved as soon as possible and to the extent possible no later than three (3) days following the occurrence of the enabling event. Approval for a long-term leave must then be secured through those procedures outlined in Section 8.B.IV.B.1 above.

II. 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, the Executive Vice President for

Finance & Administration, the Vice President of Student Life, and the President, only.

III. Sick Leave Bank

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

B. Each PSO may voluntarily contribute from their unused accrual within ten (10) days of July 1st of each year, five (5) sick leave to the sick leave bank. Only PSOs who contribute to the sick leave bank are eligible to apply for benefits. The bank may be charged for sick leave required, in case of an illness or accident described above, beyond the accumulated sick leave held by the involved applicant and such charge shall commence only after the PSO applicant's individually accumulated sick leave has been exhausted and all vacation leave that the University, in its discretion, first demands to be exhausted, and not inconsistent with the Federal Family and Medical Leave Act. An PSO recipient who has unused sick leave upon return to active status will have that donated sick leave returned to the bank up to the capped amount.

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

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

E. The sick leave bank shall be capped at one hundred (100) days. As the sick days are drawn down, contributions up to one hundred (100) may again be received.

Section 8.C. Court Required Service

I. Jury Duty

Jury Duty is an important civic duty respected by the University. A PSO 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 a PSO's workday, driving time to the University inclusive, the PSO 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 times shall be provided to the University upon request. MBUs granted leave pursuant to this provision shall tender to the University all sums paid by the court on account their Jury Duty service.

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

PSOs scheduled to appear as either a witness or a party before a judicial, administrative or legislative tribunal of competent jurisdiction, when such appearance is part of the University-sanctioned job function, shall be released from regular reporting to work without loss of regular pay, for that period of time actually required to serve. If and when excused from the University-sanctioned proceeding with more than one (1) hour remaining in a PSO's regular workday, driving time to the University inclusive, the PSO 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 times shall be provided to the University upon request. Where a PSO is directed or requested by University to participate in a proceeding, as outlined above, and only in that instance, that PSO 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

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

Section 8.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 a PSO, in advance of use and must be agreeable to the PSO's supervisor. Vacation should be asked for and granted specifically considering a PSO's primary workload, available workforce and financial implications. Vacations, therefore, may neither be unilaterally invoked by PSOs nor arbitrarily nor capriciously denied by the University, through its supervising agents. Prudent planning is expected both of PSOs and supervisory management.

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

A. Accrual Schedule for all PSOs hired after June 30, 2013:

Length of Bargaining Unit Service	Monthly Accrual	Annual Benefit	Maximum Accrual
Hire through first 180*calendar days of service**	0 days	N/A	0 days
Post Probation through 1 yr. of service***	1.08 days/mo.	13 days (6.5 accrued)	6.5 days
2nd year through 5th year***	1.25 days/mo.	15 days	22.5 days
6th year and each year thereafter***	1.67 days/mo.	20 days	30 days

*During the PSO's probationary period (180 or 240 calendar days).

**During the probationary period, with consent of the Director of Public Safety, one (1) full day of vacation may be advanced from the first year's vacation accrual of a probationary PSO. That vacation day will be subtracted from the last accrued day of a PSO's first year of service. A PSO that leaves voluntarily before the first year of service agrees that the monetary value of his/her advanced vacation payment will be deducted from his/her final paycheck from the University.

B. Accrual Schedule for all PSOs hired prior to July 1, 2013:

Length of Bargaining Unit Service	Monthly Accrual	Annual Benefit	Maximum Accrual
Hire through first 180 calendar days of service *	0 days	N/A	0 days
181st day through 1 yr. of service	1.08 days/mo.	13 days (6.5 accrued)	6.5 days
2nd year and thereafter**	1.67 days/mo.	20 days	30 days

*Part-time PSOs will begin to accrue on the 241st day of service at a pro-rata basis.

**PSO's with fifteen (15) years of service as a PSO as of 6/30/2013 will receive twenty five (25) days of annual accrual during the term of this agreement and will be grandpersoned in at this level. PSO's not achieving fifteen (15) years of service by 6/30/2013 will receive a maximum of twenty (20) days of accrual per year and a maximum carryover of thirty (30) days.

C. Vacation Cap & Accrual Standards

Subject to provision C. below, vacation accrual is capped at eighteen (18) months of monthly accrual. Once the eighteen (18) month cap is reached, accrual stops until vacation utilization reduces the capped accrual at which time accrual, as set out above, starts anew. This accrual standard is based on a continual monthly accounting. There is no July 1st granting of the annual benefit.

Vacation accrual ceases both upon reaching the eighteen (18) month cap and when a PSO is in any authorized, unpaid leave status.

Any and all unauthorized leave from reporting to work constitutes job abandonment resulting in immediate capping of vacation accrual and termination of employment as set out under ARTICLE V, DISPUTE RESOLUTION & DISCIPLINE herein.

D. Incentive-Based Vacation

Any PSO who uses less than three (3) sick days in any year of this Agreement will have, as of the first pay period in the following July, two (2) extra days of vacation added to their accrued vacation. Any PSO who uses less than five (5) sick days in any year of this Agreement will have, as of the first pay period in the following July, one (1) extra day of vacation added to their accrued

vacation. This will occur even if the capped accrual is at the maximum accrual under this Agreement.

E. Payout of Vacation Accrual

Upon separation from employment, a PSO's accrued and unused vacation shall immediately cap at the salary rate of the PSO at the time of separation and shall be paid out to PSO within two (2) full pay periods following the pay period in which the separation occurs. Payouts shall be limited to the eighteen (18) month cap defined in provision II.B. or II.C. above, as appropriate.

F. Additional Considerations

Seniority in the bargaining unit will govern as a tie-breaker in vacation authorization.

Section 8.E. Bereavement Leave

I. Immediate Family

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

II. Extended Family

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

III. Purpose

The leave is exclusively to mourn, attend a funeral, burial or other similar grieving ceremony and to comfort others in a time of personal loss.

IV. Additional Considerations

A. In the event of a common disaster, the paid days are not multiplied, however please see Section 8.B. Sick Leave and Section 8.I. Extraordinary Leave.

B. In the event, and exclusive of Section 8.B. Sick Leave utilization, the number of paid leave days reaches fifteen (15) in any given year, the remaining leave authorized hereunder will be unpaid.

Section 8.F. Workers' Compensation

I. Regulation

All PSOs are protected under Workers' Compensation Law in case of on-the-job injuries. All such injuries, however minor, will be reported by the PSO as soon as possible, to both the University-designated official and to the PSO's immediate supervisor who, in turn, will fill out an official report and forward it to the Department of Human Resources. All PSOs injured on the job must document the facts leading to and surrounding the injury as well as the nature of any on-the-job injury. If the University provides a form on which to detail the injury, that form must be used and filled out completely.

II. Other Considerations

In all circumstances, the PSO on Workers' Compensation shall receive that payment to which they are entitled by law in accordance with regulation and accompanying procedure in effect at the time of eligibility for Workers' Compensation.

Using sick leave accrual while on Workers' Compensation to maximize salary does not constitute University paid leave nor "active status" for purposes of accruals or leave eligibility, or holiday pay eligibility, pursuant to this Agreement.

Section 8.G. Military Leave

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

II. Whether or not required by applicable law, the University will continue to provide health and dental benefits to full-time PSOs, called to military duty, for thirty (30) days following the PSO's departure for military service and tuition remission benefits for the duration of mandatory military duty on the same terms as existed prior to the commencement of required military service. In the event said PSO does not return to his/her prior employment at the University upon completion of military duty, said PSO, spouse, or dependent are responsible for repayment of all expenses related to tuition remission benefits undertaken during the military duty.

III. For purposes of this provision's extended benefits coverage, military service includes active service including "reserve duty", in all formal branches of the

United States Armed Services; Army, Navy, Marines, Air Force, National Guard and Coast Guard.

IV. Employees granted military leave pursuant to this section shall remain obligated to contribute their share of health and dental insurance premiums for continued health plan coverage during the period of leave as permitted by law.

Section 8.H. Holidays

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

I. Holidays Observed

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

II. Eligibility Requirements

All non-probationary PSOs are eligible to receive holiday pay if the PSOs are in "active status" with or on University paid leave (and specifically excluding Worker's Compensation, short and long term disability, and Rhode Island TDI) from the University on the day immediately preceding the holiday. (Holiday pay for permanent part-time PSOs is only applicable if the part-time PSO is scheduled to work on the holiday).

A. "Active status" shall be defined as working the full shift as assigned in the regularly scheduled rotation.

III. Holiday within a Vacation Period

Should a holiday occur during a PSO's approved vacation, an additional day of vacation will be allowed at another time in accordance with Section 8.D.Vacation.

IV. Work on a Holiday

All PSOs who are required to work on a holiday will receive, in addition to holiday pay, 1.5x her/his regular rate of pay for the number of hours actually worked.

V. Whenever a holiday falls (or is celebrated) on one of a PSO's normally scheduled days off, the PSO's scheduled workday immediately preceding or immediately following the holiday, at the University's discretion, shall be considered the holiday for that PSO.

Section 8.I. Extraordinary Leave

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

I. Procedure

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

B. Approval or denial of the requested leave shall be provided promptly by the University, as will terms of any approved leave.

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

Section 8.J. Absence without Leave

To remain in employment status and, therefore, retain a right to employment subject to the terms and conditions of this Agreement, a PSO must be in active status, regularly reporting to work as scheduled or be on a formal, specifically identified and authorized leave of absence as set out herein. Except as incorrectly placed in inactive employment status, failing active or

specifically authorized inactive status as set out by the leave of absence provisions of the Agreement, a PSO has constructively resigned his/her employment with the University and accordingly is terminated. Nothing under this provision alone shall operate to prejudice a former PSO in good standing from applying for employment openings as they arise from time to time at the University.
Nothing herein shall preclude the Association from grieving/arbitrating in accordance with ARTICLE V, DISPUTE RESOLUTION AND DISCIPLINE, the facts founded by University in administering this provision.

Section 8.K. Health Insurance

During the term of this Agreement, the University will provide medical and dental insurance coverage (Health Insurance) for each member of the bargaining unit. Employees, in accordance with enrollment procedures identified by the University, may select either "Plan A", or "Plan B" for health care. Plan A is Blue Choice Value and Plan B is Blue Cross HealthMate Coast-to-Coast. The University can provide a substantially similar plan issued by any licensed health care insurer in Rhode Island. For a summary of medical insurance co-pays, please see attached Appendix A. Dental coverage is provided through Delta Dental. The premium cost sharing for both medical and dental coverage will be the same percentage as that which the employee contributes to the medical plan they elect.

Plan A (Blue Choice Value or Substantially Similar)

A. Employee Co-Share of Medical & Dental Insurance Premiums

July 1, 2023 through June 30, 2027

PSOs will contribute 15% for individual coverage and 17% for family coverage per year of the annual cost to the University for the PSO's individual or family selected health plan coverage.

B. Deductible

Each fiscal year of this Agreement a deductible charge, (before first coverage payment) will be charged to and paid by the MBU as follows:

Year	Individual Plan	Family Plan
July 1, 2023 – June 30, 2026	$1750	$3500
July 1, 2026 – June 30, 2027	$2000	$3750

Plan B (HealthMate or Substantially Similar)

A. Employee Co-Share of Medical & Dental Insurance Premiums

In Year 1 (from July 1, 2023 through June 30, 2024 PSOs will contribute 22% of the premium cost.

In Year 2 (from July 1, 2024 through June 30, 2025), all PSOs will contribute 22% of the premium cost.

In Year 3 (from July 1, 2025 through June 30, 2026), PSOs will contribute 23.5% of the premium cost.

In Year 4 (from July 1, 2026 through June 30, 2027), all PSOs will contribute 24% of the premium cost.

B. Deductible

Each fiscal year of this Agreement a deductible charge, (before first coverage payment) will be charged to and paid by the MBU as follows:

Year	Individual Plan	Family Plan
July 1, 2023 – June 30, 2026	$750	$1500
July 1, 2026 – June 30, 2027	$1000	$1750

This health plan coverage will remain substantially similar to that provided by University to PSOs as of June 30, 2023. The plan carrier and plan structure shall be at the discretion of the University.

I. Coverage Waiver

A. If the PSO has health insurance coverage through another source, the PSO, in writing, may inform the University and elect not to receive the applicable coverage provided for above. If such election is made, the University will not provide such coverage. For those PSOs who choose to waive the health family insurance, the PSO shall receive $3500 for each full benefit year of waiver (individual coverage waivers shall be one thousand three hundred dollars ($1,300) for each full benefit year of waiver), payable in prorated bi-weekly installments for the period of waiver.

B. PSOs may choose to waive dental insurance coverage alone, in which case, there will be no charge to the PSO for their relinquished coverage.

IV. Wellness Credit

The University will establish a participatory wellness incentive program, the details of which shall, after notice to and consultation with the Association, be published annually to all MBUs. Those MBUs who, on an annual basis (i.e., in a given contract year), meet the requirements of the wellness incentive program in that given contract year shall be entitled to a credit (paid in the form of a partial refund of their premium co-share contribution) in the amount of 4% for individual coverage participants or 3% for family coverage participants. Refunds paid to MBUs pursuant to this provision shall be subject to applicable withholdings as required by state and/or federal law.

Section 8.L. Life Insurance

The University agrees to provide, without cost, to each full-time bargaining unit member, sixty thousand dollars ($60,000) worth of life insurance coverage during their employment with University.

Section 8.M. Retirement

All full-time PSOs shall have the option to participate in the University's retirement program of choice, currently either TIAA-CREF or VALIC, for the term of this Agreement. For those who choose to participate, a PSO contribution, through payroll deduction, of five percent (5%) of salary shall be made to the select program fund. After two (2) consecutive years of employment in the bargaining unit, the University will contribute funds equal to eight percent (8%) of the PSO's salary for all PSOs electing to participate in the University match program set out herein. For PSOs promoted into the bargaining unit from another full-time position represented by an organized labor unit at the University or promoted from a full-time nonaligned position, the full-time employment period up to two (2) consecutive years of employment, will count toward eligibility for the University match set out herein. All contributions made by or on behalf of the PSO in accordance with this provision will be immediately vested with the PSO. Part-time PSOs who are considered eligible under the terms of the University-provided plan may participate in accordance with the terms of the plan, including contributions to the plan.

Section 8.N. Short-Term Disability Insurance

The University will continue to provide, for the term of this Agreement, at the University's expense, each full-time PSO with short-term disability insurance at a level that is substantially similar to that provided as of June 30, 2023. PSOs who wish to supplement disability payments with accrued and unused sick leave, must provide the University with all receipts of all compensation received from any state disability or University-sponsored insurance program and thereafter may charge accrued sick leave to supplement disability payments, receiving in combined total payment, up to one hundred percent (100%) of the PSO's base salary. While temporary disability coverage is provided to a PSO, the University is entitled to

receive periodic medical updates from the PSO's physician certifying that the PSO's condition is work disabling.

Section 8.O. Long-Term Disability Insurance

The University will continue to provide, for the term of this Agreement, at the University's expense, coverage for full-time PSOs under a disability insurance plan that is substantially similar to that provided as of June 30, 2023.

Section 8.P. Insurance Carrier

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

Section 8.Q. Tuition Remission

I. Full-time PSOs with six (6) months or more of continuous service may enroll, tuition-free in any undergraduate or graduate degree program on any permanent campus maintained and operated by the University provided that attendance at such courses does not conflict with the PSO's normal work hours. Tuition remission in a graduate degree program (exclusive of those in the School of Law and graduate programs in the Gabelli School of Business) is only available to full-time PSO members, and not family members.

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

A. Dependent children shall be those natural, adopted, step-children or grandchildren of the PSO whom are either 23 or younger at the start of the semester in which enrolled and are living in the household of the PSO on a full-time basis and are legally dependent and declared as qualified by IRS regulations on the PSO's federal income tax return or otherwise approved as determined at the reasonable discretion of the University. Proof of dependency will be by submission, to the Department of Human Resources in advance of request for tuition remission, of a true copy of: 1) either the dependent's birth certificate for a natural child, official adoption papers of a legally adopted child or both the birth certificate or official adoption papers and the appropriate marriage certificate between PSO and spouse for a step-child, or 2) the PSO's most recent tax return and signed certification that the individual will be claimed as a dependent on the PSO's tax return during the entire academic year for which tuition remission is requested or 3) such other proof as University deems necessary to demonstrate dependency to its satisfaction where dependency is authorized at University's discretion. If a dependent, as defined herein, ceases to be a dependent following the commencement of classes in

any given academic semester, the dependent may finish the coursework and will be charged a prorated tuition based upon the period of dependency.

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

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

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

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

A. PSO's Years of Service & Tuition Remission Benefit

1. **0 through 8th year:** Spouse and/or dependent(s) may finish the semester in which enrolled tuition free.

2. **9th + years:** 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.

VI. The "Roger Williams University & Roger Williams University School of Law Benefits Information Regarding Domestic Partners" is incorporated herein by reference at Appendix B.

Section 8.R. Health & Fitness

I. University Health & Fitness Center Membership

All PSOs who desire to join the University's Health & Fitness Center may have their membership fee waived. Access to and use of the Fitness Center by PSOs shall be subject to the published rules and regulations as may be determined by the University.

ARTICLE IX
COMPENSATION

Section 9.A. Salary Program

I. Base Wage Rates

A. Commencing September 1, 2023, each PSO-1, upon hire, shall be paid, at minimum, $18.00/hr.

B. Commencing September 1, 2023, each PSOII, upon hire, shall be paid, at minimum, $21.50/hr.

C. On annual basis beginning on September 1, 2024, the base wage rates listed above shall be positively indexed by a measure equal to the respective annual general wage increase listed in Article IX, Section 9.A.III.A, *infra.*

II. Salary Adjustments

For each of the four (4) years of this Agreement, the only increase in the wage rates available to PSOs and PSOIIs beyond the adjustment following any necessary adjustment to the new hire base rate and probationary period as set out above, shall be:

A. Through successful bidding into higher paying job classifications and/or

B. Through annual, across-the-board rate increases, as set out herein, and/or

C. Through qualification for a special assignment stipend as set out herein.

III. Annual Across-the-Board Increases:

PSOs and PSOIIs with at least one (1) year of bargaining unit employment as of the first day of July of each successive year of this Agreement, commencing September 1, 2023, will, subject to the conditions specified below, receive the following:

A. Wage Increases

Years 1, (2023-2024); 2 (2024-2025); 3 (2025-2026) and 4 (2026-2027

Year 1: Effective September 1, 2023, MBUs wages shall be increased as follows:

i.) MBUs whose current base hourly wage rates are, as of August 31, 2023, less than the new minimum rates set forth in Section 9.A.I.A or Section 9.A.I.B above, shall be brought up to those new minimum rates;

ii.) MBUs whose base hourly wage rates are increased pursuant to Section III.A.i immediately above and who have at least three (3)) but less than ten (10) years of service (as of June 30, 2023) shall have an additional $1.25 applied to their new base hourly wage rate;

iii.) MBUs who have ten (10) or more years of service (as of June 30, 2023) shall have an additional $1.50 applied to their base hourly wage rate;

Year 2: Effective September 1, 2024, there shall be a general wage increase of 2.25%.

Year 3: Effective September 1, 2025, there shall be a general wage increase of 2.5%.

Year 4: Effective September 1, 2026, there shall be a general wage increase of 2.5%.

IV. Formal Designation and Concomitant Responsibilities and Evaluation

Monetary stipends under provisions A. and B. below are only paid to personnel who are not assigned and compensated as a separate job classification. Stipends are paid only for the period of University assignment.

A. As an Investigator = $.50/hour premium for all work under University designation.

B. As Crime Prevention Officer = $.50/hour premium for all work under University designation.

C. EMS Coordinator = $1.00/hour premium for all work under University designation.

V. Shift Differential

For the duration of this Agreement, the following shift differential will apply for PSOs and PSOIIs working their respective, assigned shifts:

A. First Shift (7:00 a.m. to 3:00 p.m.): No differential.

B. Second Shift (3:00 p.m. to 11:00 p.m.): fifty cents ($.50) per hour for each hour actually worked.

C. Third Shift (11:00 p.m. to 7:00 a.m.): one dollar ($1.00) per hour for each hour actually worked.

D. Overtime assignments paid at 1.5 times the base hourly rate negates any shift differential for those hours otherwise compensable with shift differential.

E. One or more variable shifts may be formally created by the Director of Public Safety and announced to all PSOs when operable. Assignment to variable shifts will be made in a manner consistent with the procedures outlined in Article VII of this Agreement.

ARTICLE X
RIGHTS OF THE ASSOCIATION

Section 10.A.

The Association shall have the right to reasonable use of University facilities for conducting meetings, provided the Association gives the Administration reasonable advance notice of its request and provided the facility requested is not otherwise scheduled for use. While use of the facilities will normally take place during the normal University working hours, facilities may be used after normal hours provided the facility to be used is appropriate for use, and secure, as determined at the discretion of the University, without the necessity of University expending additional funds. The President of the Association or his/her designee shall have the right to investigate formally filed grievances or complaints in their initial stages on any University campuses at reasonable times, provided that there is no interruption in the normal University operation or unreasonable interference with the work of any member of the bargaining unit.

If the negotiation sessions, grievance hearings and/or arbitration proceedings are scheduled during the University day, not more than three (3) members of the bargaining unit (PSOs) shall be released from assignments to attend such sessions. The University agrees that the Association may have additional PSOs present who are not on a working shift. As reasonably necessary, additional PSOs may be called for a specific purpose and a time limited to that purpose, from their work station during grievance and/or arbitration hearings.

The Association shall have the right to use a portion of a bulletin board, as designated by University, in the Public Safety building, for Association purposes not in conflict with the Public Safety Officers' workplace responsibilities. Material critical of the Administration or the Trustees will not be put on the Association designated bulletin board.

Section 10.B.

Nothing contained herein shall be construed to deny or restrict any PSO or the University or its agents' rights that they may have under the General Laws of the State of Rhode Island or under any applicable federal law or regulation.

Section 10.C.

The University recognizes the Association's right to have access to information relative to names, addresses, and salary of all PSOs and names of all members of the University's senior administration.

The University agrees to furnish the Association with a list of all senior management personnel, including titles. Such list will be made available to the Association after at least ten (10) days advance notice of request.

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

Section 10.D.

It is recognized that the President of the University has the authority to appoint a member of the bargaining unit to appropriate search committees.

Section 10.E.

Association Officers who are PSOs shall be allowed to use University equipment, such as computing equipment, copiers and facsimile machines otherwise available to PSOs in the course of regular work responsibilities upon the following conditions:

I. The equipment will not be used for any purposes detrimental to the University or in any manner not first announced to University.

a. By way of illustration and not limitation, this includes purposes directly or indirectly aligned with concerted union activity prohibited by ARTICLE IV herein.

II. The Association use will not take precedence at any time over regular work utilization.

III. The Association will first notify the Director of Public Safety or his/her express designee for permission, and of the purpose of intended utilization. Permission will not be unreasonably denied.

ARTICLE XI
ENTIRE AGREEMENT & PAST PRACTICES

The terms and conditions of employment expressed herein constitute the entire agreement between the Association and the University. Any and all amendments to this Agreement shall only be binding upon the University and/or the Association if those amendments are in a written document, duly signed by the University, through and only through its President, General Counsel, or Executive Vice President for Finance & Administration and by the Association, through and only through its duly authorized agent as registered in writing with the University's Office of General Counsel. There are no "past practices" either of binding or of persuasive authority; concerning this Agreement and concerning the governing terms and conditions of employment of Association-represented PSOs.

ARTICLE XII
INCORPORATION BY REFERENCE

Anywhere in this Agreement where "PSO" is used, it shall mean either PSO or PSOII unless the designation is expressly used to identify a difference in pay, benefits, job responsibilities or managerial prerogative to assign work based upon desired classification and/or differential as intended by University.

ARTICLE XIII
EFFECTIVE DATE AND DURATION OF AGREEMENT

Except as otherwise indicated, this Agreement shall become effective as of the date it is ratified and shall continue in effect until midnight June 30, 2027 and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than sixty (60) calendar days prior to June 30, 2027, or prior to the end of any subsequent year of the existence of this Agreement. Any such notice of termination shall contain changes or amendments desired by the party giving such notice as a condition of the execution of a new Agreement, and conferences shall be arranged and undertaken within thirty (30) calendar days after service of such notice looking to the execution of the new Agreement.

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, each by its Officers thereunto duly authorized, this 15th day of September, 2023.

FOR THE UNIVERSITY

Joseph Sassi, Esq.
Office of General Counsel

Marc Leonetti
Executive Vice President, Finance and Administration

Mark Porter
Director of Public Safety

Thomas McDonough
Assistant Vice President Human Resources

John King
Vice President, Student Life

Nicole R. Turner
Associate Vice President, Accounting & Treasury Management

Derek Zuckerman
Associate Vice President for Student Life and Dean of Students

FOR THE ASSOCIATION

John Rossi
Association Advisor

Kevin Rodrigues, PSO-1
Association President

Jeffrey Stone, PSO-1

Wes Medeiros, PSO-2

Michael Norigian, PSO-2

APPENDIX A

PUBLIC SAFETY MEDICAL INSURANCE

EMPLOYEE CO-PAYS

Plan A – Blue Cross Blue Shield Blue Choice Value

Primary care:	$30
Specialist:	$50
Urgent Care:	$50
Emergency Room:	$200
Prescriptions	
Generic:	$10
Preferred:	$35
Non-preferred:	$60
Specialty:	$100

Plan B – Blue Cross Blue Shield HealthMate

Primary care:	$25
Specialist:	$40
Urgent Care:	$50
Emergency Room:	$150
Prescriptions	
Generic:	$7
Preferred:	$25
Non-preferred:	$40
Specialty:	$65

APPENDIX B

ROGER WILLIAMS UNIVERSITY & ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW

BENEFITS INFORMATION REGARDING
DOMESTIC PARTNERS

Refer to: https://www.rwu.edu/sites/default/files/same-sex_spouses__domestic_partners.pdf

APPENDIX C

RWU

Roger Williams University

PERFORMANCE PLANNING & APPRAISAL
PUBLIC SAFETY EMPLOYEES

CONFIDENTIAL

Employee Name	Employee ID #
Dept.	Job Title
Immediate Supervisor	Date
Performance Period From:	Review Date To:

Competency Performance Ratings

1. **EE**: Consistently *exceeds* established requirements and expectations. Performance clearly and consistently demonstrates mastery of the position, serving as the prototype employee whom cannot be improved upon. Employee performs at a level and with a performance character that *surpasses* that expected and charted for the job. Overall competency points that qualify for this rating is 78 to 86.

2. **MS**: Consistently demonstrates *mastery* of the position's established requirements and responsibilities. Demonstrates an inexhaustible learning curve and initiative within the position's parameters while meeting essential expectations in all regards. Overall competency points that qualify for this rating is 62 to 77.

3. **MR**: Consistently *meets* most or all established requirements and reasonable expectations. All employees are expected to meet those standards as set out for them in position description and published performance program as a condition of employment in good standing. Overall competency points that qualify for this rating is 47 to 61.

4. **MM**: *Minimally meets* some of the established requirements and may meet some reasonable expectations. Employee inconsistently meets the minimum levels of acceptable performance and improvement is imperative. Overall competency points that qualify for this rating is 29 to 46.

5. **FS**: *Falls short* of established requirements and reasonable expectations too often for position success. Overall competency points that qualify for this rating is equal to or less than 28.

Public Safety Staff Performance Review (Critical Performance Competencies)

Planning performance at the beginning of the performance period: Determine performance competencies that are most relevant to this individual's job. You may utilize the university competencies dictionary as a guideline. You are encouraged to customize performance requirements for core, and functional competencies that are most relevant to success in the position.

1. Competency: Quality of Work Pays attention to the quality of work. Works to exceed a standard of excellence that goes beyond expectations. How	**Performance Rating:**				
	EE	**MS**	**MR**	**MM**	**FS**

accurate, neat and complete is the individual's work? Consider the degree their work meets acceptable standards.					
	10	**8**	**6**	**4**	**2**
Comments:					

2. Competency: Knowledge of Job Successfully performs a broad array of requirements within all levels of the responsibilities of the position. Is individual familiar with duties and requirements of position as well as methods, practices, and equipment to do the job? Consider knowledge gained through experience, education, and specialized training. Consider if the person maintains current knowledge about changes in policies and procedures; keeps abreast of new developments and major issues in field.	**Performance Rating:**				
	EE	**MS**	**MR**	**MM**	**FS**
	10	**8**	**6**	**4**	**2**
Comments:					

3. Competency: Productivity Exhibits a high degree of initiative for bringing tasks to successful completion and succeeding in achieving stated goals. Maintains consistent quality service without sacrificing substance in delivery. Does individual produce an acceptable amount of work? Consider how person effectively uses available working time, plans and prioritizes work, sets and accomplishes goals, and completes assignments on schedule.	**Performance Rating:**				
	EE	**MS**	**MR**	**MM**	**FS**
	8	**7**	**6**	**5**	**4**
Comments:					

4. Competency: Initiative Proactively identifies problems, obstacles and opportunities and implements decisive action appropriate to the position Does individual see things to be done and then take action? Consider ability to contribute, develop and/or carry out new ideas or methods. Consider ability to be a self-starter, to offer suggestions, to anticipate needs and to seek additional tasks as time permits.	**Performance Rating:**				
	EE	**MS**	**MR**	**MM**	**FS**
	8	**7**	**6**	**5**	**4**
Comments:					

5. Competency: Continuous Improvement Recognizes when a situation calls for or could benefit from a different approach. Accepts constructive criticism as a measure of modeling improved performance. Consider how person receives and reacts to a manager's advice or directive, responds respectfully and seeks further clarification to ensure he/she	**Performance Rating:**				
	EE	**MS**	**MR**	**MM**	**FS**
	5	**4**	**3**	**2**	**1**

understands the matter and the person's ability to learn and make adjustments to the job duties as necessary.	
Comments:	

6. Competency: Adaptability Exhibits versatility and flexibility in order to meet and/or exceed the expectations of changing priorities and needs. How does individual adjust to changes? Consider ability to learn quickly, to adapt to changes in job assignments, personnel, or surroundings.	**Performance Rating:** **EE** **MS** **MR** **MM** **FS** **5** **4** **3** **2** **1**
Comments:	

7. Competency: Dependability Adapts to and works effectively within a variety of situations and with various individuals and/or groups. How reliable is individual in performing work assignments and carrying out instructions? Consider degree of supervision required and willingness to take on responsibilities and to be accountable for them.	**Performance Rating:** **EE** **MS** **MR** **MM** **FS** **10** **8** **6** **4** **2**
Comments:	

8. Competency: Effective Communication Works effectively with others, sharing relevant knowledge and information as needed. Does individual work effectively with others (superiors, peers, subordinates)? Consider respect and courtesy shown to others, how attitude affects the work area, willingness to accept supervision, and attitude exhibited toward the University as well as own job. Are apparel, manners and sociability appropriate to the job responsibilities?	**Performance Rating:** **EE** **MS** **MR** **MM** **FS** **8** **7** **6** **5** **4**
Comments:	

9. Competency: Judgment Ability to listen, comprehend and effectively select the best course of action to resolve problems and/or issues in a timely manner. Does individual exercise ability to decide correct or best course of action when some choice must be made? Consider ability to evaluate facts and make sound decisions, and use of reasoning to identify, solve and prevent problems.	**Performance Rating:** **EE** **MS** **MR** **MM** **FS** **10** **8** **6** **4** **2**
Comments:	

10. Competency: Attendance and Punctuality Punctual in arriving at work, in responding to regular duties and in responding to unexpected circumstances, responds promptly to dispatch calls without unnecessary delay. How faithful is individual in reporting to work and staying on the job? Consider arrival times, patterns of sick leave, prior approval for vacation and prompt notice of absence due to illness.	**Performance Rating:** **EE** | **MS** | **MR** | **MM** | **FS** **8** | **6** | **4** | **2** | **0**
Comments:	

11. Competency: Absence of Discipline Remains free from all disciplinary sanctions for the fiscal year on record by RWU. Conduct is above reproach.	**Performance Rating:** **MR 0 Disciplinary Actions** | **MM 1 Disciplinary Actions** | **FS ≥ 1 Disciplinary Actions** **4** | **2** | **0**
Comments:	

13. Bonus: Overall Sick Usage Number of sick days an employee utilized throughout the fiscal year.	**Bonus Rating:** **for 1 day** | **for 2 days** | **for 3 days** | **for 4 days** **5** | **4** | **3** | **2**
Comments:	

Performance Summary

Check the category below which most clearly describes the employee's total performance:

Overall Rating:

Competency Points: _____ Bonus Points: _____**Overall Points Total:** ☐

☐ **EE**	☐ **MS**	☐ **MR**	☐ **MM**	☐ **FS**
78-86	62-77	47-61	29-46	28 or less

Discuss Employee's overall contribution to the department and the University as well as comments on areas for development (please use additional sheets if necessary):

PERFORMANCE PLAN

The goals and objectives for next year – needs to be clearly communicated, preferably in writing (please use additional sheets if necessary):

SIGNATURES AND EMPLOYEE COMMENTS

EMPLOYEE'S SECTION

This evaluation has been discussed with me and I have been offered the opportunity to comment on it.

Employee's signature: _____ Date: _____

I concur with the evaluation _____ I do not concur with the evaluation _____

Employee Comments:
1. If the employee wishes to do so, any comments concerning the evaluation may be indicated in this section or by an attachment.

_____

_____

_____

_____

_____

_____

2. How do you feel your performance can be improved upon?

_____

_____

_____

_____

UNIVERSITY CERTIFICATION

Note: Follow Steps 1 through 3 below prior to meeting with employee and/or obtaining employee's signature. After employee signature is obtained, return completed form back to the Department of Human Resources. The Department of Human Resources will share information as necessary, with appropriate representatives of the university and/or the employee.

1) Signature of Evaluation Supervisor: _____ Date: _____

2) Signature of Department/Office Head: _____ Date: _____
(if different than above)

3) Signature of Divisional Senior Vice President/Vice President: _____
Date: _____

4) Signature of Human Resources: _____ Date: _____

APPENDIX D

Mid-Year Performance Evaluation

Employee Name: _____ Date:_____
Supervisor Name: _____

1. Competency: Quality of Work Does employee pay attention to the quality of work?	**Performance Rating:** EE | MS | MR | MM | FS	**Comments:**
2. Competency: Knowledge of Job Is employee familiar with duties and requirements of position as well as methods, practices, and equipment to do the job?	**Performance Rating:** EE | MS | MR | MM | FS	**Comments:**
3. Competency: Productivity Does employee maintain a consistent and dependable quality level of service accomplishing goals and completing assignments on schedule?	**Performance Rating:** EE | MS | MR | MM | FS	**Comments:**
4. Competency: Initiative Does employee see things to be done and then take action?	**Performance Rating:** EE | MS | MR | MM | FS	**Comments:**
5. Competency: Continuous Improvement Does employee accept constructive criticism as a measure of modeling improved performance?	**Performance Rating:** EE | MS | MR | MM | FS	**Comments:**
6. Competency: Adaptability Is employee versatile and flexible in order to meet and/or exceed the expectations of changing priorities and needs?	**Performance Rating:** EE | MS | MR | MM | FS	**Comments:**

7. Competency: Dependability Does employee adapt to and works effectively within a variety of situations and with various individuals and/or groups?	**Performance Rating:** **EE** | **MS** | **MR** | **MM** | **FS** ☐ | ☐ | ☐ | ☐ | ☐	**Comments:**
8. Competency: Effective Communication Does individual work effectively with others (superiors, peers, subordinates) displaying respect and courtesy to others?	**Performance Rating:** **EE** | **MS** | **MR** | **MM** | **FS** ☐ | ☐ | ☐ | ☐ | ☐	**Comments:**
9. Competency: Judgment Does employee exercise ability to decide correct or best course of action when some choice must be made?	**Performance Rating:** **EE** | **MS** | **MR** | **MM** | **FS** ☐ | ☐ | ☐ | ☐ | ☐	**Comments:**
10. Competency: Attendance and Punctuality Is employee punctual in arriving at work and observant of time limits for breaks? Consider patterns of sick leave, prior approval for vacation and prompt notice of absence due to illness.	**Performance Rating:** **EE** | **MS** | **MR** | **MM** | **FS** ☐ | ☐ | ☐ | ☐ | ☐	**Comments:**
11. Competency: Absence of Discipline Does employee remain free from all disciplinary sanctions?	**Performance Rating:** **EE** | **MS** | **MR** | **MM** | **FS** ☐ | ☐ | ☐ | ☐ | ☐	**Comments:**

12. Sick Days Used to Date: _____

Areas of Improvement Needed:

_____

_____

_____

_____

_____

_____

_____