

COLLECTIVE BARGAINING
AGREEMENT

Between

BROWN

UNIVERSITY

AND

UNITED SERVICE AND ALLIED
WORKERS-RI FACILITIES
MANAGEMENT

October 13, 2024 to October 12, 2029

Providence, Rhode Island

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THIS AGREEMENT made as of this 13th day of October 2024, by and between BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND, hereinafter called the “University” and UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND, hereinafter called the “Union”.

WITNESSETH:

WHEREAS, it is the purpose of this Agreement to promote good relations between the University, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend; and

WHEREAS, it is the intent of both the University and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment; and

WHEREAS, both the University and the Union believe in and accept bargaining as a means of carrying out the purpose and intent of this Agreement;

NOW, THEREFORE, in consideration of the premises and of their mutual assent hereto as the terms and provisions of the contract between them, the University and the Union agree as follows:

Article I
Recognition of the Union

The University recognizes the Union as the sole and exclusive collective bargaining agency for all full-time and regular part-time building service employees of Brown University who are employed in the job classifications set forth in Article XX of this Agreement, but excluding all other employees, student employees, office clerical employees, miscellaneous employees, professional employees, guards, and watchmen and all supervisors as defined in the Act, for the purpose of all bargaining with respect to wages, hours and working conditions. The University accordingly will make reasonable arrangements to enable representatives of the Union to confer with representatives of the University during working hours. The University will also arrange for representatives of the Union Local to confer with bargaining unit members or with cognizant supervisors and managers in connection with grievances or other matters directly relating to the Agreement between the parties, during working hours. The Chief Steward, shop steward or other representative of the Union wishing to confer with an employee on Union business during working hours shall make arrangements to do so with the employee's Division Supervisor, or his or her designated representative. In order to properly implement the grievance and representation provisions of the Agreement and at the same time ensure good faith utilization of time away from work by Stewards for these purposes, the parties agree as follows:

Union Stewards, Chief Stewards and, if applicable, the President who need to be excused from work assignments for representation purposes shall contact their immediate supervisor and make the necessary arrangements.

The request shall include the stated purpose of the representation activity. Granting of said requests shall not be arbitrarily withheld by supervision.

Upon completion of the representation activity and before returning to work, the representative shall report back to his/her supervisor.

The supervisor is responsible for keeping a record of elapsed time charged for representation and jointly with the representative to assure representation time is used efficiently.

The representative will advise the supervisor(s) of any employee(s) he/she intends to meet with of his/her presence to ensure that the representation activity will have the least possible interference with or interruption to other employee's regular work duties.

The representative is responsible for reasonableness in the execution of his/her representation duties, especially scheduling activities with the least possible interference with or interruption to his or her regular work duties.

It is the Administration's responsibility to ensure that employees and their representatives are free to exercise, in good faith, their rights pursuant to the Agreement. There shall be two (2) Chief Stewards from the Facilities Management Department, one who shall represent Division 4 Custodial and one who shall represent the remaining Facilities Management personnel, who shall have super seniority in regard to layoff and recall in their respective Departments, provided they are capable of performing the available work. Chief Stewards shall have up to a maximum of four hours each month to confer with Union members on Union business during working hours. Chief Stewards should record the hours spent conducting their union business during working hours on a work order.

The President of the Union, if employed in the Facilities Management Bargaining Unit shall have up to a maximum of four hours each month to confer with Union members on Union business during working hours, provided further that if the President is also a designated Chief Steward, then the time allotted shall be a maximum of eight hours each month. The President should record the hours spent conducting their union business during working hours on a work order.

In addition to the Chief Stewards, the Union may designate members of the Units as Stewards for the purpose of adjusting grievances under the terms of the Agreement. The Union shall designate in writing to the Senior Director of Employee and Labor Relations those employees appointed Chief Steward or Steward and the employees holding officer positions in the Union. Each Steward, other than Chief Stewards, shall be allowed, without loss of pay, up to a maximum of two (2) hours each month to confer with Union members on Union business during working hours. Stewards should record the hours spent conducting their union business during working hours on a work order.

A good faith effort will be made to schedule union and management meetings during stewards and employees work hours.

The Union may appoint one Facilities Management employee to the University Benefits Review Committee.

The President, Vice President, Recording Secretary, Executive Board Member(s) or any trustee of the Union who is assigned to work on the second shift in Facilities Management shall have up to a maximum of three hours off each month, without pay, to attend executive board/membership meetings which occur during that shift.

For purposes of this Agreement, "Union business" shall generally constitute time spent by Union officers, stewards, and other representatives conferring exclusively with union members outside of the grievance procedure, including USAW-RI monthly membership and executive board meetings. "Union relations" shall include time spent on grievance meetings, caucusing members, collective bargaining negotiations, labor management safety or job committee meetings, signing up new members, and meeting with management.

Article II

Union Membership

All employees covered by this Agreement shall as a condition of continued employment become members of the Union in good standing on or after the 30th day following the beginning of such employment or on or after the 30th day following the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in the Union in good standing during the term of this Agreement. The obligation to become a member of the Union in good standing and to maintain good standing in the Union is defined as the duty to tender periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

The Union will accept as members all present and future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall charge that any employee covered by this Agreement has failed to become and remain a member of the Union in good standing during the term of this Agreement as required by Article II paragraph 1 and shall request the discharge of such employee, the University and the employee shall be so notified by the Union in writing and the University shall have thirty (30) calendar days following receipt of such notice within which to discharge such employee. If during such 30 day period the employee shall pay or tender his initiation fees and/or delinquent dues as the case may be, the University shall not be required to discharge such employee.

The Union shall indemnify and save the University harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the University in fulfilling the terms of this Article II. Upon receipt of a valid assignment in writing, in a form approved by the University, executed by an employee assigning a portion of his wages to the Union for payment of an initiation fee and of dues, the University shall cooperate with the Union in the collection of an initiation fee and of its dues, by recognizing such assignment, and by deducting from wages paid each employee, who makes such assignment, in exactly equal amounts from the first four paychecks in each calendar month the amount assigned. Said deductions shall begin on the first such regular payday in each calendar month which starts one or more days after receipt by the University of said assignment and shall continue thereafter so long as specified in the assignment or until receipt of instructions from the assignor to the contrary. All sums so assigned shall be paid by the University to the Union as soon as possible. The Financial Secretary of the Union shall certify to the University on an annual basis, or whenever there is a change in initiation fee and/or Union dues, the current initiation fee and/or Union dues and notice of any change will be made in writing to the University thirty days prior to the effective date of the change. Whenever it is determined that a fee and/or dues are in arrears through no fault of any member/employee the parties will mutually agree on a method of recovering said fee and/or dues.

In the event an employee is on vacation at a time when said employees dues are to be deducted and thereafter paid to the Union under an assignment as aforesaid, the University will advance said dues and pay them to the Union, such advance to be repaid to the University by the employee promptly following said vacation. The University agrees to carry out this arrangement in good faith but the University shall not be responsible to the employee or to the Union for unintentional error. In the event the employee does not repay the University for the dues advanced within one month following the end of employee's vacation, the Union agrees to repay the University upon notice.

The respective Chief Steward or designee may meet with newly hired permanent (not limited duration) employees for up to a maximum of one hour, approximately once each sixty day interval, maximum six (6) meetings per year. Chief Stewards should record the hours spent conducting their union business during working hours on a work order.

Limited Duration (formerly "miscellaneous") Employee Service Charge. The University may hire a temporary employee for a duration, at any one time, of 180 days. The 180 days may be extended by mutual agreement between the Union and University. It is agreed that any employee hired by the University after the execution date of this Agreement who is assigned to work on the Limited Duration Payroll in a job classification covered by this Agreement and who works at least 40 hours a week in such classification for more than 15 consecutive work days, shall, upon completion of such 15 day period, pay to the Union each month thereafter while continuously employed in the bargaining unit at least 40 hours per week, a service charge as a contribution toward the costs of administration of this Agreement. The amounts of such service charge shall be equivalent to the amount required to be paid as minimum Union dues by those employees who become members of the Union. The University shall automatically deduct from said temporary employee's pay the equivalent monthly dues, and said employees shall assign dues on the customary form at the start of their temporary service. The University will be responsible for distributing the customary form.

Article III

Employment Management

The parties agree that operation of the University, including supervision of the employee and of their work, is a right of the University. Accordingly, subject to the provisions of this Agreement, the making of reasonable department rules and regulations to assure orderly and effective work; the determination of what duties shall be performed and of employee competency; the hiring, transfer, promotion, demotion, layoff and discharge or suspension of employees for just cause without regard to Union membership and without discrimination; and the right to discuss terms and conditions of employment directly with employees and to inform them directly concerning employment matters, are privileges of the University. None of these rights shall be exercised in an arbitrary manner. The University at its discretion may employ its students without reference to this Agreement. The term 'students' shall be defined as persons enrolled in a degree program at Brown and taking a course load or the equivalent equal to half or more of the normal academic program for such degree. The University will not layoff or dismiss a regular or regular part-time employee for the purpose of hiring a student.

The University may implement reasonable policies and procedures that govern the workplace conduct and expectations of union, and that are not inconsistent with any of the provisions of this agreement. The University shall notify the Union in writing in advance of the initial implementation of new and/or changes to existing University policies and procedures. The Union may request the University meet and discuss any of the proposed changes prior to implementation. Should the Union consider any such proposed new or revised policy or procedure in conflict with this agreement, it shall have the right to request that the parties engage in "impact" bargaining. Nothing in this section shall prohibit the Union from pursuing remedies under the grievance and arbitration provisions with regards to the University's administration of existing University policies and procedures.

Employees will be evaluated by one supervisor who reserves the right to receive performance input from appropriate sources. Management reaffirms the "comply with last order concept."

The University reserves the right to consider extending additional benefits to members of the bargaining unit when deemed practical. The University will advise the Union of anticipated changes prior to implementation, but such matters are beyond the scope of the Agreement and therefore not grievable. This provision shall not be used in individual cases.

The University also agrees that the interests and viewpoints of the employees will be considered and that the right of the Union to represent any of the employees for collective bargaining and in dealing with individual grievances shall be observed.

The University agrees to furnish the Union's Treasurer and/or business agent on the tenth business day following the close of each month, the names of newly hired employees, their addresses, classification of work, their dates of hire, names of terminated employees, names of employees on leave of absence, and names of employees on limited duration payroll in Facilities Management.

On the tenth business day following the close of the month the respective Chief Steward will receive a listing of newly hired and permanently promoted employees showing date of action and classification.

Article IV

Seniority

A seniority listing by job classification and division including pay level and step will be maintained by the University for all employees covered by this agreement and upon request, but not more than once a year, the Union may obtain a copy thereof.

A. Reduction in the Workforce

1) The University will recognize the seniority principle with respect to regular employees, and when the qualifications such as ability, training, skill and other relevant qualities are considered equal, the University will give preference in temporary and seasonal layoffs and subsequent recalls to employee having the longest service with the University. Subject to qualifications as aforesaid, in the event that a layoff becomes necessary, regular employees with the same job title shall be laid off in the order inverse to that in which they were hired, that is, employees last hired shall be first laid off. No new employee shall be hired until a list of qualified laid off employees has been first exhausted.

2) In the event of a permanent reduction in the workforce, the following procedure shall apply:

a) The least senior employee (in terms of job classification seniority) in the job classification to be reduced shall be removed and shall be permitted to fill an open job in their division provided that they are then qualified to perform that job, or in the event no such open job exists, they shall be permitted to exercise their division seniority to replace the least senior employee in their division provided that they are then qualified to perform the job of the least senior employee. Such replaced employee shall then be removed from the division.

In the event the least senior employee removed from the classification to be reduced is not then qualified to perform the job of a less senior employee (in terms and in the inverse order of division seniority), they shall be the employee removed from the division.

b) An employee removed from a division in accordance with (a) above, shall be permitted to exercise his/her seniority obtained in another division to displace any junior employee (in terms and in the inverse order of division seniority) in such division, provided that they are then qualified to perform the job of such displaced employee.

c) Any employee so displaced from their job in accordance with (b) above, shall be permitted to exercise his/her seniority obtained in another division to displace any junior employee (in terms and in the inverse order of division seniority) in such division, provided that they are then qualified to perform the job of such displaced employee. This procedure shall be continued until the least senior employee (in terms of division seniority) is laid-off.

d) In the event an employee removed from the division in accordance with (a) above possesses neither the qualifications nor the seniority to displace another employee in accordance

with (b) above, they will be allowed to bump laterally or to a lower level position they are qualified to perform based on Facilities Management Department seniority.

e) In the application of the above procedure for reduction in the workforce, newly hired probationary employees, temporary employees and 'regular part-time employees' within the division shall be laid-off before any "regular employee" is laid-off, provided there is a "regular employee" available and qualified to perform the job.

f) The terms "qualify" or "qualified" or "qualifications" as used in the foregoing provisions shall mean that an employee shall have satisfactorily performed the required work in the past or the employee meets the minimum job requirements and can become competent to perform the required work within a reasonable trial period, not to exceed twenty (20) working days.

g) For the purposes of the foregoing provisions, the "divisions", "job families" and "job classifications" included therein are as follows:

Facilities Management, by specified Divisions: 1. Structural, 2. Plumbing, 3. Electrical, 4. Custodial, 5. Grounds, 6. Stores, 7. Heat Plant, 8. HVAC-Mechanical & Steam Fitting, 9. HVAC-Controls, 11. Service Response

Equipment Mechanics will be assigned to specific divisions. If a vacancy is posted it will be division specific. The University reserves the right to pool and/or transfer Equipment Mechanics for projects and programs.

B. Expansion in the Workforce

1) Laid-off or displaced employees will be recalled to job classifications in accordance with their division seniority, provided they are qualified, as defined in Article IV Section A paragraph 2.f, to perform the job.

It is the intention of the parties, by the preceding sentence, to first return to their former job, employees who, because of a reduction in the workforce, were laid-off or displaced from such former job.

2) In the event that a vacancy cannot be filled by the return of the former job occupant thereto, in accordance with the preceding paragraph, such vacancy shall be deemed a permanent vacancy and shall be filled in accordance with the procedures established by Article VIII Section B. An employee who has been employed for three or more months shall not be laid off without one week's prior notice unless paid wages for one normal work week.

The University will notify the Union at least thirty (30) calendar days in advance, in writing, whenever practicable, of any anticipated reduction in force and the University will agree to meet with the Union in order to find some other solution before any layoffs are made.

In the event a regular employee resigns from a position covered by this Agreement and thereafter indicates, within thirty (30) days from leaving that position, a desire to return to that same position or any other position covered by this Agreement, the University will reinstate that employee's seniority earned prior to resignation if it should decide to rehire that employee.

In the event an employee covered by this Agreement becomes a regular employee as defined below, the seniority of that employee for the purposes of this Agreement shall continue without interruption. In the event an employee transfers into a position covered by this Agreement from a position not covered by this Agreement, such employee's seniority for purposes of layoff and recall shall commence with the

employee's first day of employment in the position covered by this Agreement. If an employee transfers from a position in the Bargaining Unit to a position within the University outside the Unit and subsequently returns to the same position in the Unit without a break in continuous University service, their seniority in the position will be adjusted to reflect prior seniority in said position. In any event, service for specified benefits will be based upon continuous University service. Employees hired into bargaining unit positions on a temporary basis who become regular employees under this Agreement will have for the purposes of seniority, time-in-grade increases (except as hereinafter modified), vacation and sick time, their initial date of hire.

A break in service (layoff) of less than forty (40) days will be bridged for limited duration employees so that time before and after will be counted in the application of this provision.

An employee who rolls-over in the same classification from limited duration to a regular job will have time spent on limited duration payroll counted toward the 3-month probationary period. In any event any employee must serve a minimum 1-month probation to be a regular employee.

For the purpose of this Agreement 'regular employees' means those employees who have satisfactorily completed their probationary period in a position covered by this Agreement and who work at least twenty-five (25) hours a week; and "regular part-time employees" means those employees who have satisfactorily completed their probationary period in a position covered by this Agreement and who work at least eighteen and three-quarters (18 3/4) hours a week, but less than twenty-five (25) hours a week. The normal three months probationary period shall apply to all employees covered by this Agreement. Upon notice to the Union, the University may extend an employee's probationary period up to an additional thirty (30) days and during such extension period the employee will remain a probationary employee for purposes of this Agreement. If an employee is on an approved medical leave of absence, the probationary period will be extended for the duration of the approved leave. The employee and the respective Chief Steward (or designee) shall be provided with documented reasons justifying the need for the probationary extension, including, but not limited to, extended absences during the probationary period or documented performance concerns.

Prior to the completion of such probationary period employment, any employee may be terminated by the University at any time without reference to the seniority provisions or grievance procedures set forth in this Agreement. However, at least once a month during the probation period an employee shall be appraised of his/her job performance to that date, in writing, and at least one week's advance notice shall be given to said employee except in cases warranting immediate discharge. The employee shall be given a copy of the probationary review. Probationary reviews are not grievable. Upon the satisfactory completion of probationary period service, the employee will be advised as to his or her job classification and rate of pay under this Agreement and their seniority under this Agreement shall date from that employee's first day of work.

Thereafter, the employee's performance shall be reviewed on an annual basis by the employee's supervisor (or in their absence, an acting supervisor or the next level of management who has knowledge of the employee's performance) who shall discuss the review with the employee and show the employee his or her performance review sheet. The supervisor reserves the right to receive performance input from appropriate sources. The employee shall be given a copy of the review. A regular employee may grieve that the annual review unjustly includes a warning regarding performance or conduct. Such grievances are not arbitrable. Except for termination, probationary reviews or wherever specifically prohibited, probationary employees shall have the same rights to use the grievance procedure as regular employees.

An employee who has been laid off pursuant to the Seniority provisions of this Agreement shall have recall rights pursuant to this Agreement as follows:

Employees who have completed their probationary period and been continuously employed for greater than six (6) months shall be eligible for recall rights during a period equal to their length of continuous service prior to lay off, up to a maximum of twenty-four (24) months. It is understood that an employee's right to return to work under this provision is contingent upon the employee's capability to fully perform the requirements of the job for which recalled. Employees who return to work pursuant to this provision shall not suffer a break of continuous service in the Bargaining Unit.

Article V

Grievance Procedure

This Agreement sets forth the basic terms and conditions of employment, and is intended to continue the present and good relations between the University, its employees, and their Union. In the event of any grievance arising from and during the life of this Agreement between the employees and the University, the representatives of both agree to make prompt and earnest efforts to settle such matter. Except as provided hereafter all grievances shall be handled as follows:

Step 1: The Union Steward and employee shall take up the matter with the immediate supervisor of the employee involved, within five (5) working days after the occurrence first giving rise to the grievance. If the matter is not settled as a result of their discussion, the Steward will submit the grievance to the immediate supervisor in writing within ten (10) working days after the occurrence first giving rise to the grievance, explaining as specifically as possible the nature of the complaint and the contract provision affected. The immediate supervisor shall give a written answer to the written grievance within five (5) working days after receipt of the written grievance.

Step 2: If the grievance is not adjusted, the grievance shall be taken up at a meeting between a representative of the Union and the department head concerned, or his designated representative, provided the request for a meeting is made in writing five (5) working days after the Step 1 answer. The meeting will be coordinated within five (5) working days after having been requested and answered within ten (10) working days after the Step 2 meeting.

Step 3: If the matter is not settled at the second step, it shall be taken up by the principal officers of the University and the Union, or their designated representatives provided the appeal request is made in writing within five (5) working days after the Step 2 answer. Every effort shall be made to arrange the meeting within five (5) working days, but in any event the meeting will be held and the University's written decision shall be given within twenty (20) working days after the third step meeting has been requested.

Step 4: If settlement is not reached in Step 3, and if the matter in dispute involves the interpretation or application of this Agreement, then either party may, by written notice to the other, submit the grievance to an arbitrator appointed under the rules of The Federal Mediation and Conciliation Service, or American Arbitration Association, as determined by the filing party, provided that such notice is given within thirty (30) working days after the University has given its decision in Step 3. The written notice of appeal to arbitration will restate, as specifically as possible, the nature of the complaint, the Agreement provision(s) affected, the position of the appealing party and the remedy requested. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of the Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties. If the parties mutually agree, an expedited arbitration procedure may be utilized.

Special Procedure in Discharge Cases: The procedure set forth above will be modified in discharge cases as follows: A grievance, if any, must be presented in writing, signed by the affected employee, within three working days after notice of discharge. Any such grievance must state the nature of the complaint and the Agreement provisions affected and shall constitute a grievance entered at Step 3 and be handled as

hereinafter provided.

- a) The Step 3 meeting will be held within five (5) working days after having been requested, unless mutually agreed otherwise.
- b) The University's answer in Step 3 will be given within five (5) working days after Step 3 meeting.
- c) Otherwise the procedure will be as above.

If it is ultimately decided that such suspension and/or discipline is unjust, the employee may be reinstated without loss of pay, as agreed to by the parties.

Prior to disciplining or discharging an employee, the employee's supervisor shall make reasonable efforts to contact the Steward to arrange for a meeting between the supervisor, the employee, and the Steward. If the supervisor is unable to reach the Steward, the supervisor may suspend the employee in cases of discharge and arrange for a meeting with the employee and the Steward held on the next working day. If the employee's condition constitutes a danger to himself, others or property, the supervisor may suspend him immediately without making any efforts to arrange a meeting with the Steward, except that the supervisor will arrange for such a meeting to be held on the next working day. This sub-section applies only to written reprimands and more severe discipline.

Any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: Provided further, that the bargaining representative has been given opportunity to be present at such adjustment.

A. *Pay for Grievance Time.* Where Steps 1, 2 and 3 of the grievance procedure take place during working hours, the University will pay for any regular straight-time wages actually lost by the Union representatives and the employee involved in the grievance meeting. The University shall not be bound to pay for the time lost in attending Step 4 of the grievance procedure. The Union agrees that this provision will not be abused and will be utilized in a reasonable manner.

The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances and the grievance and arbitration procedure provided herein shall constitute the sole and exclusive remedy to be utilized.

An employee who feels aggrieved by an order to perform a certain task shall not refuse to perform the task; but shall perform the same and then submit his or her protest as a grievance. Otherwise a refusal shall be grounds for discharge, but such discharge shall be subject to the grievance and arbitration procedure.

The University shall have the right to initiate Steps 2 and 3 of the grievance procedure with respect to any grievance, dispute or difference. Such initiation shall be by letter from the University to the President of the Union with a copy of same to the Business Agent of the Union.

The time limits specified in this section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the University and the Union, which consent shall not be unreasonably withheld by either party. The terms "working day" and "working days" wherever used in this section shall mean and include any calendar day other than a Saturday, Sunday or holiday.

B. *Group Grievance.* A designated spokesperson may file a “group” grievance pertaining to the interpretation and/or application of this Agreement when it is deemed impractical to process individual grievances from a large and well defined group of employees having an identical complaint; said grievances shall be filed in writing, list by name the employees involved, be signed by the spokesperson and presented at Step 2 of the procedure.

C. *General Policy Grievance.* The Union may, in its own behalf, file a “general policy” grievance when the Union can substantiate that an employee or group of employees has failed to file a grievance alleging improper application or interpretation of the Agreement and said failure jeopardizes the Union’s right to maintain the integrity of the Agreement between the parties. General policy grievances shall not be used as a substitute for individual grievances, by way of example discipline and/or discharge when the employee affected refuses or fails to file a grievance in his or her own behalf. General policy grievances shall be filed in writing at Step 2 of the procedure and signed by a representative of the Union Local.

Article VI

Strikes-Lockouts

During the consideration of a grievance no one concerned therewith, whether directly or indirectly, shall utilize any coercive or retaliatory measures to attempt to influence any party involved. It is also agreed between the parties that during the term of this Agreement or any renewal, or extension hereof, whether or not there shall be a grievance dispute pending, there shall be no strike, lockout, stoppage of work, sit-in, demonstrations, displays, banners, picketing or advertisement concerning any matter in dispute arising out of this Agreement. This paragraph shall not apply where the University or the Union refuses to follow the grievance procedure or refuses to arbitrate or comply with a valid arbitration award.

The Union and its members agree that during the term of this Agreement there will not be any sympathy strike whether sanctioned or not sanctioned.

Article VII

Training Programs

Summer Training Program

The University agrees to continue its tradition to offer temporary assignment opportunities via its Summer Training Program (“Program”) intended to foster and encourage the career advancement of bargaining unit members. Details are included below:

1) Program Description:

- A. Positions are designed for the incumbent to perform assigned work in a specific trade of a semi-skilled nature in the maintenance and repair of buildings and equipment. The duties are performed under the direction of a tradesperson with the intent to train and give experience in the respective trade. General, demonstrable knowledge of the specific trade skills is required.
- B. Available opportunities take place typically during the summer months in certain divisions, namely trades, grounds and stores.
- C. These assignments are being offered as temporary positions.
- D. The program’s duration is 10 weeks.
- E. The program begins sometime after commencement and ends before school opening. At the conclusion of the temporary assignment employees will return to their previous position and shift.

- F. Available slots in the program will be determined by management on an as-needed basis each year.
- G. The program will follow established recruitment and selection protocols.
- H. Vacancies in trades and grounds divisions are classified as Level 108 Utility Worker – Trades and Utility Worker – Grounds
- I. Vacancies in the stores division are classified as Level 107 Utility Worker – Stores
- J. Division Supervisors will be responsible for monitoring the progress of Program attendees.
- K. Completion of the program does not guarantee that an employee will receive a permanent position in the trades divisions. Selections for all open positions will continue to follow the conditions laid out in the collective bargaining agreement.

2) Program Process and Requirements:

- A. Vacancies will be announced following budget approval, in accordance with posting procedures, for a period of five (5) working days.
- B. Interested bargaining unit members must follow posting procedures and submit an application, inclusive of an updated resume, cover letter, and any other materials in support of their application by the application deadline.
- C. Candidates must be in active status to be eligible to participate. This includes all phases of the recruitment, screening and the program.
- D. Applicants must be in good standing to participate in the process, i.e. no active disciplinary action through the start of the program. Good standing must be sustained throughout the program or may result in elimination from it.
- E. An employee can be selected into the program for up to three summer periods, either consecutive or non-consecutive. An employee who has reached this threshold can apply for and be selected into the program beyond this three year cap if there are fewer qualified candidates for the program than there are slots available for a given program year.
- F. The determination as to whether an employee is qualified to fill a vacancy will rest with the University. When the ability, training, skill and other relevant qualifications of applicants are considered equal, the University will give preference to the applicants having the longest bargaining unit seniority.
- G. Candidates must be available to work a minimum of 8 out of the 10 week program; failure to sustain commitment may result in termination from the program. Requests for use of entitlement time are to be directed to the divisional supervisor (or next level of management in their absence), subject to review and decision.
- H. Candidates must complete established pre-requisites, may include various forms to assess a candidate's aptitude and ability for the position, such as course(s), exam, and interview(s), among others. Should a test be required, test scores will be shared with the candidate who may share them with their union representatives.
- I. Candidates must be available to participate in all phases of the process to remain eligible for participation in the program.
- J. Selected candidates will be evaluated based on their performance and compliance of each position and the program. Divisional Supervisors will be responsible for completing a performance evaluation for participants at the end of a program cycle.

Apprenticeship Program

Purpose:

The University will continue an Apprenticeship Program (“Program”) intended to foster and encourage the career advancement of bargaining unit members. The program aims to develop skilled trades personnel by offering hands-on training under the guidance of experienced Master trades professionals to perform a variety of services/duties related to the specific trade.

Program Description:

- A. The Program will be administered in accordance with national apprenticeship standards and Rhode Island General Laws, specifically § 28-45-13, as well as any other relevant provisions. It will follow the guidelines set by the Rhode Island Department of Labor and Training, Apprenticeship Office. The program will adhere to University-specific Apprenticeship Standards and will be updated as needed to reflect changes in regulations or standards.
- B. Available apprenticeship opportunities will be determined by management and are single trade specific.
- C. Authorized apprentices will receive on-the-job training from Brown University employees who hold active Master licenses in the trades. The on-the-job-learning will be under the direction and guidance of the apprentice’s supervisor,
- D. Eligible employees who hold the Equipment Mechanic or Building Operator classification and declined the opportunity to become apprentices at the onset of this Program will be subject to the application and selection criteria stated herein if they desire to become an apprentice at a future time.
- E. At management’s discretion, positions such as Equipment Mechanic, Building Operator or Controls Technician (HVAC and Controls divisions; namely 8, 9, 10, and/or 12) may include the requirement for the selected candidate become an apprentice soon after hire.
- F. Unless management has decided to offer an apprentice opportunity to the entire bargaining unit, only employees in a particular trade shop are eligible to apply for an apprenticeship in the trade practiced in that shop.
- G. Trades that are currently eligible include HVAC/Refrigeration for Refrigeration Journeyman II License.
- H. The program will follow established recruitment and selection protocols. All applicants will be notified of the candidacy status, whether successful or not.
- I. Educational Requirement: 288 hours of course instruction (144 hours of coursework each year)
- J. On-the-Job-Training: 4,000 hours
- K. Apprenticeship licenses are valid for a maximum of 3 years from enrollment date approved by the State of RI
- L. Wage progression follows the schedule under the collective bargaining agreement.

Roles and Responsibilities:

- A. Employee/Apprentice: member appointed to a position eligible to participate in the Apprenticeship program, who meets the standards described within, inclusive of educational and on the job learning requirements, among others.
- B. Licensed Trade Worker: Trade-specific personnel assigned to provide mentorship and practical on-the-job training to the apprentice

- C. Supervisor: direct or indirect management member who is responsible for the oversight, guidance and direction of an apprentice.
- D. Sponsor/Employer: Brown University and its designee(s) under which the program is registered. F&CO Human Resources, the liaison with the State of RI, coordinates the administrative functions, related to recruitment/selection; enrollment and program completion.

Process and Requirements:

A. Recruitment and Selection:

- a. Available slots will be communicated in the trade shop in which the trade is practiced. Interested candidates will be required to submit a completed application and supporting documents stating their qualifications for the position and in accordance with recruitment protocols. If no eligible employee from the trade shop where a position is available is interested in the apprentice opportunity, management may decide at its sole discretion to open the position to the rest of the bargaining unit. The applicant shall provide evidence of a reasonable amount of aptitude so as to handle the technical requirements of the job. And the applicant shall provide evidence of a reasonable amount of aptitude and interest in the craft.
- b. The determination as to whether an employee is qualified to fill an apprenticeship shall rest with the University. The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination based on sex, gender identity, race, color, religion, age, disability, veteran status, sexual orientation, national or ethnic origin, or any other characteristic protected by applicable law.

Appointment and pre-enrollment:

- A. Employees appointed to an apprenticeship-eligible position must meet the educational requirements of the program and join the first available cohort within their first year of employment, following the successful completion of probation.
- B. The apprentice is responsible for finding appropriate instruction and enrolling in all courses. Apprentices will be required to adhere to the state guidelines regarding completing classroom training in a timely and competent manner. Specifically, it is the responsibility of the apprentice to complete the minimum number of annual classroom hours and progress continuously through the program in consecutive years until it is completed.
- C. Upon verification of the successful completion of the educational component of the program, the department will reimburse apprentices for the tuition and fees associated with the cost of the class. Supporting documentation (certificate of completion and receipt) are required in order to be eligible for reimbursement.
- D. If classes are held during the employees regularly scheduled shift, employees shall use entitlement time to attend classes or alternate arrangements can be requested between the supervisor (and/or next level of management) and employee, subject to review and approval.
- E. Apprentices may request a deferral when overriding personal reasons do not allow them to continuously participate in the Program. The request will be made in writing to the department's Human Resources and include a specific timeframe for returning to the Program. Deferral requests are subject to the State of RI regulations under the program.
- F. If the deferral is granted the employee must return to the Program by the date stated in the request. Failure to do so will result in the employee being removed from the program and she/he will immediately be returned to the position from which they were promoted, unless the position has been filled. In such an event, the University shall offer a position covered by a collective bargaining agreement requiring similar or comparable skills if such a position is available. If such a position is

not available, the University shall offer the employee the first available job opening covered by a collective bargaining agreement requiring such similar or comparable skills. Should a position of comparable or similar skills be made available to the employee either upon the employee's return from unpaid leave or subsequently, and should the employee refuse to accept such position, the University's responsibilities to the employee shall cease. An employee demoted to a Custodial position in this manner will be entitled to return to his/her former position title and shift but will be assigned to a key station and building assignment based on management's discretion.

Enrollment:

- A. In order to become eligible for registration as an apprentice, candidates must provide proof of education registration or completion of the required instruction, submit an application with supporting documents, and obtain approval from the State of RI to begin the apprenticeship. On-the-Job learning as an apprentice effective date begins following State approval.

Progress monitoring:

- A. Supervisors will frequently assess educational and on-the-job learning progress.
- B. Trades Division Supervisors will be responsible for monitoring the progress of the Program attendees. The apprentices will be evaluated semi-annually to ascertain whether they have satisfactory attendance and whether they have progressed in apprentice-related education and training, and to assess the degree of each apprentice's proficiency and quality of workmanship. Performance deemed unsatisfactory will be cause for removal from the Program.

Authorization to test:

- A. The apprentice must complete an application when 4,000 hours OJL and educational courses (288 hours of course instruction; 144 hours of coursework each year) have been attained.
- B. The application must include supporting documents (educational diploma/transcript; current valid government issued ID; application fee paid by the apprentice)
- C. The apprentice is responsible for mailing all required paperwork to the State of RI. Authorization for the test will be communicated directly to the apprentice by the State of RI.

Test:

- A. Apprentices are expected to take and pass the Refrigeration II test immediately after approval to test has been granted by the state of RI and within 3 years of the active apprenticeship licensure.
- B. A certificate of completion will be issued by State of RI upon passing.

Post-test:

- B. Completion of an apprenticeship program does not guarantee that that an employee will receive a permanent licensed skilled position in a trades division. Selections for all open positions will continue to follow conditions laid out in the collective bargaining agreement.
- C. Management will assess the budget and operational needs of the division and make a good faith effort in considering promoting the employee to a licensed position for available vacancies.
- D. There will be no additional compensation given to any employee that has successfully completed an apprenticeship program and this individual shall remain in her/his position.

Compliance:

- A. Apprentices must comply with all rules and regulations established by the department, university, and the State of RI.
- B. Failure to be in good standing may result in the removal from the program.
- C. The department will notify the employee in writing within 10 days of any decision not to advance an apprentice. Such notice shall contain a written explanation of the reason(s) for not advancing an apprentice and the employee will immediately be returned to the position from which they were promoted, unless the position has been filled. In such an event, the University shall offer a position covered by a collective bargaining agreement requiring similar or comparable skills if such a position is available. If such a position is not available, the University shall offer the employee the first available job opening covered by a collective bargaining agreement requiring such similar or comparable skills. Should a position of comparable or similar skills be made available to the employee either upon the employee's return from unpaid leave or subsequently, and should the employee refuse to accept such position, the University's responsibilities to the employee shall cease. An employee demoted to a Custodial position in this manner will be entitled to return to his/her former position title and shift but will be assigned to a key station and building assignment based on management's discretion.
- D. An apprentice may be removed from the Program at any time for various reasons, including, but not limited to, attendance and/or punctuality issues, accident-proneness, and failure to demonstrate the ability to perform diligently and faithfully the work of the trade and other pertinent duties as assigned. In addition, failure to attend scheduled related instruction will result in termination from the apprenticeship training program. Employees removed from the apprentice program will immediately be returned to the position from which they were promoted, unless the position has been filled. In such an event, the University shall offer a position covered by a collective bargaining agreement requiring similar or comparable skills if such a position is available. If such a position is not available, the University shall offer the employee the first available job opening covered by a collective bargaining agreement requiring such similar or comparable skills. Should a position of comparable or similar skills be made available to the employee either upon the employee's return from unpaid leave or subsequently, and should the employee refuse to accept such position, the University's responsibilities to the employee shall cease. An employee demoted to a Custodial position in this manner will be entitled to return to his/her former position title and shift but will be assigned to a key station and building assignment based on management's discretion.

Commercial Driver's License (CDL) Reimbursement

The University intends to foster and encourage the career advances of bargaining unit members. To this end, the union requests management's support to obtain a Commercial Driver's License (CDL). This may be considered, subject to the following criteria:

- Eligibility: Employees must have two (2) years of continuous employment within the Facilities Management bargaining unit prior to submitting an application.
- Request Process: Requests must be submitted in writing to management and approved before the employee enrolls in the relevant training program. A completed letter of interest is required, along with supporting documents (including the name of the training organization).
- Selection Criteria: Selection will be based on job classification, seniority in the FM bargaining unit, and available training funds.
- Training Deadline: Once employees have received approval, they must enroll in the next open training session.

- **Good Standing:** Employees must be in good standing at the time they apply and remain in good standing throughout the training period.
- **Training Organization:** The choice of educational provider is subject to management approval.
- **Training Attendance:** Employees approved for training should attend classes outside of their regular working hours. If it is necessary for the employee to attend classes during their scheduled shift, they must submit a written request in advance to their supervisor. In such cases, employees must use their entitlement time to attend the classes.
- **University Discretion:** The decision to approve or deny a request rests solely with the University. Denials are not subject to the grievance provisions. Employees will receive a notice of denial with written explanation.
- **Reimbursement:** Upon verification of successful completion of the training and CDL licensure, employees will be reimbursed for tuition and fees, provided supporting documentation (certificate of completion and receipt of payment) is submitted. Employees must maintain continuous employment for two (2) years following the obtainment of the CDL or they will be required to reimburse the University a pro-rated cost of the training.
- **Post-Training Employment:** Employees must continue employment with Facilities Management for at least two years after obtaining their CDL. Employees who obtain a CDL will be required to be added to the Brown's Commercial Driver's License (CDL) Program subject to State and Federal regulations. Note this will include mandatory periodic training that must be completed by the individual, as well as random drug and alcohol testing requirements, among others.
- **Job Consideration:** Employees who obtain a CDL are eligible to apply for vacant positions requiring a CDL, following standard procedures.
- **Compensation:** No additional compensation will be provided to employees who successfully obtain a CDL.

These guidelines are intended to support career development while ensuring the continued success of Facilities Management operations.

Article VIII

Working Conditions

The University agrees to maintain the following provisions relating to working conditions insofar as circumstances permit. If circumstances develop which, in the judgment of either the University or the Union, warrant changes in these provisions, readjustments shall be worked out through the process of collective bargaining. Since changes may be warranted by circumstances beyond the control of either the University or the Union, either is entitled to request consideration of proposals to revise these provisions at any time. Such requests are to be made in writing, and agreed changes may be made without the necessity of otherwise revising the basic Agreement.

A. *Equal Employment Opportunity.* The University through its representatives, the Union through its representatives, and all employees covered by this Agreement agree there will be no discrimination, harassment, or retaliation against any employee or applicant for employment because of race, religion, color, national or ethnic origin, age, sex, disability, sexual orientation, gender identity, gender expression, political affiliation, union affiliation, veteran status, or any other characteristic protected by applicable law, in the administration of its policies, programs, and activities. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship.

B. *Employment, Transfer Promotion.* Qualified present bargaining unit employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement. Whenever it is necessary for the University temporarily to transfer or promote an employee to another job covered by this Agreement, the employee shall receive his or her regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred or promoted shall be entitled only to the rate of pay for the job to which they are transferred or promoted.

For the purposes of this Agreement, a “promotion” is defined as an advancement by an employee covered by this Agreement to a higher paying job classification covered by this Agreement, a “transfer” is defined as a move by an employee covered by this Agreement to a job classification covered by this Agreement which is in the same or lower pay scale as the employee’s present position, “permanent” is defined as no expectation of returning to the former position and “temporary” is defined as the expectation of returning to former position upon completion of the assignment.

All permanent bargaining unit job vacancies in the workforce which the University intends to fill will be electronically posted in a timely manner for a period of five (5) working days throughout the University; provided, however that in Division 4, all job postings will also be posted on the employee bulletin boards. Management will post a notice if the status of a posted position changes. The postings will list the position, salary, hours, and job requirements. One copy of each vacancy posting will be sent to the respective Chief Steward on or before the date of the posting. When more than one (1) job is posted, employees desiring to bid for more than one (1) job shall note their preference next to their names by number (1), (2), (3), etc. Employees interested in applying for each such posted job or jobs shall submit an electronic application within the application period stating their qualifications for the posted job or jobs. Except in cases of emergency or after consultation with the business agent or chief steward of the Union, no person shall be hired for a posted job until the expiration of the posting period. The Human Resources Department shall thereafter schedule any necessary interviews and shall inform the employees of their acceptance or rejection for the posted job or jobs. The determination as to whether an employee is qualified to fill a vacancy shall rest with the University. When the ability, training, skill and other relevant qualifications of applicants are considered equal, the University will give preference to the applicants having the longest bargaining unit seniority. Employees selected for the vacancy must be available to start the assignment no later than thirty (30) calendar days of the appointment, provided, however, that the University may agree to an extension up to ninety (90) days where there is reasonable assurance that the employee will be returning within that period.

It is the University’s intent to make training and schooling available on an equal basis to qualified candidates, when offered.

All promotional and transfer tests determining the ability, training, skill, and other relevant qualifications of an applicant for a vacancy shall be job related and objective.

If a unit employee is promoted or transferred, that employee shall serve the same probationary period on the new job as that required for a new hire. If the promoted or transferred employee is removed from the new job during the probationary period for reasons other than termination, the employee shall be returned to his or her former job, if available, or to an available equivalent one, without loss of seniority or benefits. An employee permanently transferred or promoted to a position covered by this Agreement may elect to return to the position from which he/she was transferred, provided the position has not been offered to anyone else and, in any event, provided the request to return is made within fifteen (15) working days of his/her transfer or promotion. Requests must be made in writing to management.

C. *Health and Safety.* The University shall continue, as heretofore, to comply with legal regulations, whether heretofore or hereafter made, governing safety of working conditions, and will otherwise provide as far as possible for protection of the health and safety of the employees. The Union agrees that the

employees shall, as a condition of employment, observe reasonable safety rules. Specifically, employees shall immediately report to their Division Supervisor, or his or her designated representative, any accidental injury (including, if available and able to do so, submission of an injury form within 48 hours from occurrence of the injury), and shall comply with rules requiring medical examination or treatment. Notification of any accidental injury to any employee shall be given to the joint Labor Management Safety Committee within 30 days of occurrence. Employees shall be free to consult their own physicians without cost to the University, but in any case of accidental injury, the University shall in no way be obligated to accept the opinion of physicians not retained by the University.

The University and the Union will cooperate in maintaining and making effective safety and good custodial rules that will eliminate hazards in the workplace. A copy of each accident report involving a bargaining unit member will be sent to the respective Chief Steward within 5 working days of report being filed.

Union Management Safety Committee:

The University and the Union agree to continue the joint committee known as the Union Management Safety Committee which membership is comprised of employees from Environmental Health & Safety, Facilities & Campus Operations management, any other applicable areas, and up to four (4) FM bargaining unit members. This Committee shall meet monthly or as may be decided by the Committee for the purpose of maintaining and promoting maximum safety working conditions.

The Union Management Safety Committee shall meet regularly to communicate safety hazards throughout the University and develop recommendations for their resolution. The Committee will primarily discuss and address safety concerns relevant to bargaining unit employees including those in Facilities Management, Dining Services, Department of Public Safety and Library.

Members of the Safety Committee when accompanied by a management representative may at any time perform their duties as outlined in this article. Employees who are on duty shall notify their supervisor of the need to perform Safety Committee duties. In the event a replacement is required to avoid production delay, every effort will be made to obtain a replacement as soon as possible. Time spent by Union Safety Committee members in performing their duties will be paid for at their normal hourly pay. Upon request, the University will cooperate in furnishing the Safety Committee data and information concerning materials and substances used in the University, whenever possible.

Employees must notify their supervisor of the time needed to attend Safety Committee meetings. The University will furnish the Union with copies of minutes of the Safety Committee meetings.

No employee shall be discharged or disciplined for refusing to work on a job if the employee makes a written claim that the job is unsafe or might endanger the employee's health. A representative of the University and Union shall meet within twenty-four 24 hours to determine if the job is or has been made safe and will not endanger the employee's health. Pending this determination, the employee shall be transferred to perform other available comparable work that the employee is qualified to perform. If the representatives agree that the job is safe and will not endanger the employee's health, the employee shall be required to return to the job. If said representatives are unable to agree, the matter shall be submitted to arbitration under the Expedited Rules of the American Arbitration Association or other processes as mutually agreed. The cost of the process will be borne by the party whose position is not sustained. If there is a determination by the arbitrator that the employee's original claim was not made in good faith, the employee may be subject to discipline, including discharge.

D. *Comp. Time/ Inclement Weather.* The University, its employees and the Union recognize the importance of providing essential services for students and others in the University community, especially during periods of severe storm conditions. Accordingly, employees required to report for work or remain at work when the non-essential Administrative Offices of the University are closed due to emergencies

communicated by the University in accordance with the University's Emergency and/or Administrative Closures Standard Operating Procedure (SOP), including but not restricted to stormy weather, will earn twice the pay normally received when working under normal conditions, i.e. "time on time". The doubling of pay during administrative closure also applies to hours worked at the overtime and double time rates. Employees unable to report for work will not be eligible for the "time on time" pay provided in this section. Employees sent home or instructed not to report for work will receive their regular pay. (Reference: Memorandum of Agreement 3 (Emergency Closure)).

If the Vice President of Facilities Management determines that the University would have been closed during non-administrative hours (e.g., on weekends and non-administrative hours during the normal workweek), bargaining unit members who work when the University would have been closed shall earn twice the pay normally received when working under normal conditions.

E. *Pension Plan.* The University shall continue to provide coverage, at no cost to member employees, under the Pension Plan described in the booklet prepared by the University. The Pension Plan is a defined benefit plan providing eligible employees a monthly benefit calculated as follows: one and seventy-six hundredths of one percent (1.76%) of the average monthly compensation received (based on best five years) multiplied by the employee's total number of years of credited service. The retiree multiplier shall be increased to 1.81 on October 13, 2023. The retiree multiplier will be increased to 1.83 following ratification of the contract.

F. *Voluntary Pension Contributions.* For eligible employees who elect to make voluntary contributions to a tax deferred annuity offered by the University, the employee contributions will be based on wages that include overtime earnings.

G. *Notice of Intention to Leave.* If and when an employee leaves the service of the University, on his or her own initiative, he or she shall give seven (7) calendar days written notice of such intention to his/her supervisor.

H. *Severance Pay.* In the event the employment of any regular employee (as defined in Article IV) shall be terminated because of inefficient or other similar unsatisfactory performance of such employee's work (other than misconduct as provided below) the dismissed employee shall be paid, in addition to any unpaid wages earned for work performed prior to the actual date of termination of employment, severance pay as provided herein, provided however, no severance pay or severance benefit will be paid or given in the event of termination of employment for misconduct or other violations of University regulations.

1. If the dismissed employee has been continuously employed by the University over one year but under two years, one week's regular wages without overtime;
2. If the dismissed employee has been continuously employed by the University for two years or more, two weeks regular wages without overtime.

I. *Bereavement Pay.* In the event of a death in the immediate family of any employee covered by this Agreement, said employee shall be entitled to a leave of absence with pay up to a maximum of five (5) working days, paid at the employee's regular pay for all work days missed within that period. The bereavement period need not commence on the actual day of the death of an immediate family member. For the purpose of this provision, 'immediate family' shall mean mother, father, step-mother, step-father, current mother-in-law, current father-in-law, grandparent, sister, brother, child, step-child, current son or daughter-in-law, grandchild, current spouse or current domestic partner (for one year or more) of the employee. The University recognizes extenuating circumstances may arise whereby an employee may wish to defer using some or all of his/her entitlement pursuant to this sub-provision. Accordingly, as a matter of administrative policy, an employee may request using some or all of his/her entitlement to attend funeral or memorial services during the three months following a death in the immediate family as defined above,

and the granting of such request will not be arbitrarily withheld. The University may consider granting an extension beyond the three months but no longer than six (6) months upon presentation of a valid reason by the employee. All requests must be communicated in writing to management and be limited to half day increments.

In the event of the death of the spouse's grandparent, child's grandparent, spouse's brother or sister, current brother-in-law or sister-in-law or the death of an employee's aunt or uncle, an employee will be granted up to a maximum of two consecutive working days off with pay.

In the event of the death of the domestic partner's parent, grandparent, brother or sister, an employee will be granted up to a maximum of two consecutive working days off with pay. Staff are permitted to take up to one day of paid bereavement time off for family members not listed above. The employer may work with the Chief Stewards to ensure that the provisions of this Article are not being abused.

J. *Jury Duty.* Any employee who is absent from scheduled work with the University for jury duty shall receive the difference between what the employee would have earned at his or her regular straight time rate of pay had he or she been at work and the payment received for such jury duty provided (a) the employee furnishes the University with evidence of jury pay from the clerk of the court wherein he or she served as a juror and (b) the employee reports for work on a regularly scheduled work day when he or she is excused from jury duty at such time as will permit the employee to work at least four hours. Jury duty pay shall be limited to one call for Federal jury duty in any twelve (12) month period, and shall be limited to one call for non-Federal jury duty in any twelve (12) month period.

K. *Reserve Duty.* A regular employee with a Reserve or National Guard commitment who attends required annual duty training or who is activated due to national, state, or local emergency, shall receive up to a maximum of ten (10) working days in any twelve (12) month period, the difference between what the employee would have earned at his or her regular rate of pay had he or she been at work for that period and the payment received for such duty.

In order to receive this differential, the employee must present the University with an order from the Federal or State Government ordering him or her to duty and a statement from the paymaster of his or her Reserve or National Guard Unit indicating the amount of pay received for his or her training.

For purposes of computing vacation, time spent in the required annual training or required active duty described in this paragraph shall be considered time employed by the University.

If an employee continues to serve in a Reserve or National Guard Unit beyond the period of obligatory service, periods of absence caused by training or active duty shall be considered leave without pay and no benefits under this Agreement shall be accrued during such periods of absence, except as may be required by law.

L. *Daycare.* Employees covered by this agreement may participate in the Brown University Child Care Subsidy program in accordance with its policies and procedures.

Article IX

Medical and Life Insurance

The University will provide all employees covered by this Agreement with the same health coverage options offered to other Brown employees. The current options offered are: Blue Cross Blue Shield Health Mate Coast-to-Coast, and United Health Care – Choice Plus. The University can substitute these named carriers with any other carrier or carriers provided that it does so for all other-Brown employees and that the benefits are substantially comparable to the terms existing at the time.

If the University exercises its right to substitute or change carriers, it will provide notification to the union and bargaining unit members by August 15, or as soon thereafter as possible, but in no event later than September 30 for the upcoming benefit year beginning January 1.

In the event that during the term of this agreement any health insurance carrier or HMO or other provider refuses to renew its relationship with the University for a new plan year or, in the case of insurance coverage, refuses to guarantee a fixed premium rate for a new plan year, or makes it a condition that the University cease offering any other plan or plans, (in each case with respect to the bargaining unit) the University will have the right to drop that carrier, HMO or provider from its health care package provided, however, that the University will replace the dropped carrier, HMO or provider with a plan that provides substantially comparable benefits and premiums.

If the University substitutes a named carrier(s) with any other carrier or carriers, the provider networks of new carriers will be substantially comparable to those of existing carriers.

The University will use its best efforts to negotiate a waiver of pre-existing conditions clause for the members of the dropped plan. In any event, the University will reimburse employees for expenses incurred related to pre-existing condition provisions.

An eligible full-time or part-time employee's share of the premium cost shall automatically be deducted on a pre-tax basis from his/her pay through payroll deduction. A full-time employee will continue to pay ten percent (10%) of the cost of the premium for the plan selected effective on January 1, 2012. Effective on January 1, 2016, full-time employees in grades above 106 will pay 12% of the cost of the premium for the health plan selected.

The University will provide all eligible employees covered by this Agreement with individual coverage under the University's Group Life Insurance Plan, including Accidental Death and Dismemberment coverage. Additional voluntary insurance also is available through the plan. The benefit awarded pursuant to the University's Group Life Insurance Plan shall be an amount equal to the employee's annual base wage earnings rounded to the next higher \$1,000 to a maximum of \$50,000.

The University will provide all eligible employees the opportunity to subscribe to its Brown University Dental Insurance Plan provided the employee pays his or her share of the premium by automatic payroll deduction.

The University will continue to provide medical and life insurance during absence due to personal illness, pregnancy disability (or if such is the case a combined pregnancy related disability/maternity leave of absence) and injury for a maximum of twelve (12) months. The employee may choose to prepay their premium contributions by contacting University Benefits or will be automatically set up for billing if they will be on an unpaid leave for 4 weeks or more. Alternatively, the employee may use earned unused time off benefits to receive pay while on an approved leave of absence provided the time off is used consecutively from the start date of the approved leave. The employee will not be allowed to request the time off sporadically. Employees on unpaid leave for 4 weeks or less will have the premium contributions deducted from their paycheck upon return and until paid in full.

The employee is responsible for the portion of the premium he/she is obligated to pay pursuant to the terms of the Agreement. The above provision will be extended an additional twelve (12) months for employees on leave of absence due to an occupational illness or injury.

Federal law provides that if your employment terminates for any reason other than gross misconduct you have the right to continue your group health insurance coverage. In addition, your dependents may be entitled to continue coverage as a result of one of the following qualifying events: death of enrollee, termination of enrollee, reduction in enrollee's hours of employment, and divorce or legal separation from enrollee. In all cases the enrollee or eligible dependent is required to pay the applicable premium cost. The University is responsible for informing employees and eligible dependents of their rights and enrolling them for coverage if they so choose.

A. Long Term Disability. All regular full-time employees who meet the eligibility requirements will be covered by the University's Long Term Disability Plan.

B. Flexible Plans. All employees who meet the eligibility requirements may participate in the University's Flexible Health Benefits Plan and/or Flexible Dependent Care Plan.

Article X

Bulletin Boards

The Union shall have the privilege of posting notices of Union meetings, election of officers and stewards, appointments and social affairs on bulletin boards to be designed by the University. The Union may request the use of alternate University services to notify members of the bargaining unit with regard to the above mentioned subjects. If the University grants use of an alternative method of communication the Union agrees to purchase said service and pay the customary charge.

Article XI

Military Service

It is agreed that any employee who enters the military service of the United States shall, when available, be restored to his former position, provided application for reinstatement is made as required by law after honorable discharge and the applicant is mentally and physically fit. It is understood that service of any employee so reinstated shall be cumulative to his seniority rating. Any layoff of other employees in order to make room for such reinstatement shall not be considered a grievance, and any employee so laid off shall be given first preference to an opening for which the employee is capable of performing.

Article XII.1

Employee Education Program

Bargaining unit members will receive the same benefits as University staff and will update when staff benefits change. Below is a summary of benefits under this provision. Full description can be found at the University Human Resources – Benefits webpage:

Eligibility:

Employees are eligible to use the EEP benefit if they meet the following three criteria:

- (1) Staff working a minimum of 67% time (equivalent to at least 1,300 hours per year).
- (2) Applicants must have completed a continuous six months of employment at the time of application.
- (3) Employment status in good standing

Program Guidelines:

The EEP offers eligible employees the opportunity to have qualifying expenses covered for one of the following options each calendar year (January 1-December 31):

- (1) Courses at Brown University: Eligible staff members can take up to three non-degree courses at the School of Professional Studies, degree courses, or job-related courses at Brown University.
- (2) Courses at Other Accredited Institutions: Eligible staff members can receive up to \$5,250 to pursue degree or job-related courses at accredited institutions.

Article XII.2

Tuition Aid Program

Bargaining unit members will receive the same benefits as University staff and will update when staff benefits change. Below is a summary of benefits under this provision. Full description can be found at the University Human Resources – Benefits webpage:

Brown University offers eligible faculty and staff the Tuition Aid Program (TAP) to provide assistance in paying costs of undergraduate degree tuition for their eligible dependent child(ren) enrolled in an undergraduate degree program at an accredited institution on a full-time basis.

The terms and conditions included in TAP are amended from time to time by The Corporation of Brown University. Effective July 1, 2024, the maximum tuition amount for the academic year 2024/2025 is up to \$15,368.00 per eligible child. Please note that while the maximum tuition amount has increased 4.5% from the previous academic year, TAP increases are not guaranteed and are reviewed annually.

The TAP benefit may be utilized for a maximum of four normal academic years and there is no limit on the number of eligible dependent children who may receive TAP benefits.

Eligibility:

Faculty and Staff (for your dependent child(ren) to be eligible):

- Benefits-eligible faculty or staff actively working on the Brown regular payroll
- Continuous employment totaling an equivalent of 4 full years on the regular payroll with no breaks in service
- Benefit aggregate of 66.7% or greater

Dependent Child(ren) must meet the following criteria:

- Are the natural child, legally adopted child, or stepchild of eligible employee
- Meet Brown University's requirements for eligibility and the IRS definition of "dependent"
- Attend a school that is eligible for federal Title IV loans
- Are enrolled full-time in an undergraduate degree program and in good standing making normal academic progress as defined by the school they attend

Article XIII.1

Parental Leave

Bargaining unit members will receive the same benefits as University staff and will update when staff benefits change. Below is a summary of benefits under this provision. Full description can be found at the University Human Resources – Benefits webpage:

Effective January 1, 2024, biological and adoptive parents who are currently Benefit Eligible based on Full-Time Equivalency are eligible to be absent for up to six weeks of parental leave with 100% of base pay. Additional parental leave may be available according to the applicable leave laws of the employee's primary work state.

- This leave is available as of the date of birth of the child or date of placement for adoption.
- This leave time away is to be taken in minimum one-week increments within the first year (12 months) from the date of birth of the child or date of placement for adoption.
- In the event that both parents work at Brown and meet the eligibility requirements, both are eligible for this leave.
- Parental leave may run concurrently with federal and state leave laws.

Adoption Reimbursement

Brown University provides reimbursement for eligible child adoption expenses.

Faculty and regular staff working at least 67% time or greater with at least one year of full-time service immediately prior to the initiation of the adoption are eligible for a one-time child adoption expense reimbursement per calendar year. Reimbursement requests may include services received within the current calendar year or during the prior calendar year.

Brown University provides reimbursement of up to \$5,000 in qualified expenses associated with the cost of adoption. This reimbursement is for one adoption event per employee, per calendar year. The adopted child must be under 18 years of age when the expense is paid and/or incurred. The benefit does not apply in situations where the adoption is for the child of an employee's spouse or domestic partner. If both parents are employees of Brown University, only one parent is eligible for the reimbursement.

Qualified Expenses

- Expenses are considered qualified if they meet any of the criteria listed below:
- Reasonable and necessary adoption fees.
- Court costs and attorney fees.
- Travel expenses (including amounts spent for meals and lodging while away from home).
- Other expenses that are directly related to and for the principle purpose of the legal adoption of an eligible child.
- Qualified adoption expenses don't include expenses:
- For which you received funds under any state, local, or federal program.
- That violates state or federal law.
- Incurred on dates in which you were not working for Brown University in a benefits eligible capacity.
- For carrying out a surrogate parenting arrangement.
- For the adoption of your spouse's or domestic partner's child.

Definitions

Percent time: Employee's scheduled hours and months divided by the employer's standard hours and months for a full-time work schedule.

Article XIII.2

Unpaid Leaves

Employees covered by this Agreement shall be eligible for unpaid leave as follows:

A. *Disability Leaves.* If any employee's disability due to illness or injury, including pregnancy related disabilities, continues beyond the period covered by paid leave of absence as provided for elsewhere in this Agreement or in the case of any employee who is not eligible for paid leave of absence, the employee may request a leave for the period during which such disability continues if the employee is unable to work. All requests for such disability leaves must be made in writing prior to the commencement of the leave if possible and shall indicate the approximate date of the return, and be substantiated by required medical documentation from the employee's treating health care provider that the employee is so disabled.

Upon return from disability leave, an employee who is certified as able to resume his/her normal duties shall be reinstated in his/her former position unless the former position has been permanently filled or eliminated, in which case, the employee shall be placed in a comparable position, without decrease in rate of compensation or loss of promotional opportunities.

The initial disability leave, whether a combination of paid and unpaid or unpaid shall not exceed twelve months within a 24-month period. Prior to the expiration of initial leave an employee may request an extension of the leave at which time and periodically thereafter the University shall have the right to review the circumstances to determine at its discretion consistent (with applicable laws) whether the leave should be extended. In the alternative, the employee can file for leave as an accommodation pursuant to the University's Reasonable Accommodation Policy.

Employees, who are not eligible for an accommodation, Workers Compensation, or other type of available medical leave, may request an additional leave within 24 months that exceeds 12 months provided an employee has a substantiated medical condition and/or disability and has no prior history of multiple medical leaves in the preceding years that demonstrates a pattern.

An employee may request a maternity leave immediately following a pregnancy related disability leave of absence provided, however, that the combined duration of the pregnancy related disability leave of absence and the subsequent maternity leave of absence shall not exceed nineteen (19) weeks.

The intent of this provision is to continue the employee's status up to the maximum duration as provided herein, together with related benefit entitlements, unless the employee's status changes from one of leave of absence to, by way of example, disability retirement, negotiated lump sum settlement, or similar situations.

B. *Union Business.* At the written request of the Union, the University shall grant either an officer of the Union or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, leave of absence without pay for a period not to exceed one (1) year or the period of elected office, provided that such leave will not interfere with the operations covered by this Agreement. The purpose of this leave is to permit the representative to work for Local Union on Union business. During the period of such leave of absence an employee will not accrue seniority, nor will the University have any obligation for continuation of benefits as specified elsewhere in this Agreement. Such leaves may be extended upon written request thirty (30) days prior to the termination thereof.

C. *Other Leaves.* Unpaid leaves of absence may be granted at the discretion of the University to all employees for a specific period and for a specified reason such as family illness, study or travel. All requests for such leave shall be made in writing at least one (1) month, prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return. Such leaves may be granted for a period of up to six (6) months, and the granting of such leaves will not be arbitrarily withheld.

D. *Returning From Leave.* Except as provided for in XIII (A), when an employee returns following all authorized unpaid leaves of absence, the employee shall be reinstated to the employee's former position unless the position has been filled. In such event, the University shall offer a position covered by this Agreement requiring similar or comparable skills if such a position is available. If such a position is not available, the University shall offer the employee the first available job opening covered by this Agreement requiring such similar or comparable skills. Should a position of comparable or similar skills be made available to the employee either upon the employee's return from unpaid leave or subsequently, and should the employee refuse to accept such position, the University's responsibilities to the employee shall cease.

Employees are encouraged to continue to use earned unused entitlement time for leaves of absences and follow current protocols. Employees on day to day absences, and who are not on an approved leave of absence, will not be granted "unpaid" status if earned unused entitlement is available.

E. *Medical Leave Acts.* Both parties agree to adhere to the Family Medical Leave Act of 1993 (FMLA), as amended, and the RI Parental and Family Medical Leave Act of 1987 (RIPFMLA), as amended, and its regulations for all bargaining unit employees. Any family or medical leaves made available through this contract are intended to run concurrent with the leave time available through the Family Medical Leave Act of 1993 and the RI Parental and Medical Leave Act of 1987, where applicable.

An employee shall be eligible for parental leave for child birth, adoption or foster care, and medical leave for his or her serious health condition or the serious health condition of a member of the immediate family as defined by the applicable Act. Such leave shall be unpaid and will be granted for either a maximum of thirteen (13) weeks (RIPFMLA) or twelve (12) weeks (FMLA) in accordance with the provisions of the applicable Act. An employee is expected to give thirty (30) days notice unless the need for the leave is unforeseen. At the expiration of the leave, if additional leave is desired, the employee may request leave under Article XIII.2 (A) or Article XIII.2(C), whichever may be applicable.

Benefits will be continued in accordance with the Acts. The employee may be required to pay in advance for health and dental insurance and request reimbursement when s/he returns to work. Vacation and sick time shall continue to accrue during such leaves.

Upon return from either a RIPFMLA or FMLA leave, an employee shall be restored to his/her former position unless the former position has been permanently filled or eliminated, in which case the employee shall be placed in a position with equivalent seniority, status, employment benefits, pay and other terms and conditions of employment.

Article XIV

Voluntary Retirement

No employee will be subject to involuntary retirement because of attainment of a specified age. Nothing contained herein, however, shall limit the right of the University to terminate the employment of any employee if and when, in the judgment of the University, the employee is no longer qualified to perform the duties of employment.

Article XV

Discipline

Employees or their respective stewards will be notified of discipline or at least be put on notice within five (5) working days of its knowledge of an event which may result in discipline.

In the event that discipline is not issued in five (5) working days the University will make every effort to dispense with discipline, or advise employee that there will be no discipline, within fifteen (15)

working days of its knowledge of an alleged incident or, at the very least, meet and confer with the employee and steward to provide a status report.

An employee shall receive a copy of any disciplinary slips placed in their file. Disciplinary slips will include verbal warnings, written warnings, suspensions, and terminations. A copy of such slips will be either issued in person or emailed to the Chief Steward and the Business Agent within one (1) working days of their issuance.

Upon request, an employee may look at their personnel file at any time in accordance with University policy. Verbal and written warnings and suspensions shall be considered current and in effect for twelve (12) months from time of issuance; provided, however, that disciplines may remain current for an additional period up to three (3) months pending completion of a University workplace investigation or administrative review that commenced prior to the 12-month expiration. The parties may agree to a longer period if warranted.

An employee and the respective Chief Steward will receive a copy of complimentary letters placed in an employee's file.

Performance Management and Corrective Discipline Policy

Policy No: 08.20.02

Issue Date: November 23, 2020

Effective Date: November 23, 2020

1.0 Policy Purpose

The purpose of this policy is to provide guidance for managing work performance and conduct beyond the annual performance appraisal and annual performance goal-setting process. These steps are not intended to apply to every situation. Instead, the steps are intended to establish expectations to support supervisors and staff to understand performance expectations.

2.0 To Whom the Policy Applies

This policy applies to staff and student employees.

3.0 Policy Statement

All staff members are expected to meet acceptable performance standards of their position established by their supervisor as well as to conduct themselves in a professional manner that is consistent with University policies and procedures. When a staff member cannot or does not do so, the supervisor is expected to take corrective action.

Supervisors can consult with the UHR-Sr. Director or UHR-Assistant Directors of Employee and Labor Relations to determine whether corrective action will address performance or conduct or both.

As a general rule, corrective disciplinary action is the standard method used to address unacceptable workplace conduct with the expectation that the employee can correct it immediately and with little, if any, training. By contrast, Performance Management is applicable when it addresses performance issues that may require time, clarification, and training. Employee relations processes are stated below in more detail:

3.1 Work Performance

Supervisors will establish clear expectations for acceptable work performance for new employees and during the annual performance appraisal process. If a staff member is failing to achieve acceptable work performance standards, the supervisor is expected to meet with the employee timely to explain the areas where work performance exceeds, meets, or is below expectations.

Where performance does not meet acceptable standards, the supervisor should outline specific improvements and a time period during which improvements will be required.

If work performance continues to remain below acceptable standards, the supervisor ordinarily will issue a Performance Improvement Plan (PIP), which summarizes in writing performance concerns and a timeline to meet expected improvements during the duration of a PIP. The PIP duration may vary depending on expectations for improvement. A PIP may be in effect for a minimum of 30 business days and up to 90 business days. The UHR-Assistant Director of Employee and Labor Relations will advise the supervisor and employee to provide consultation as needed and review a PIP before it is issued.

If performance remains below acceptable standards while the PIP is being monitored, the supervisor, in consultation with a UHR-Assistant Director of Employee and Labor Relations, may decide to extend the time period of the PIP, may reassign the employee to a more suitable internal position, or may initiate action to terminate the employment relationship. The supervisor will consider the employee's overall capabilities, length of service, and prior performance history when determining the most appropriate action. The existence of a PIP is not intended to limit the ability of a supervisor to take more significant action if performance does not improve, declines further, or other unexpected circumstances arise.

Regular and part-time employees in non-union positions at or above salary grade 13, who have satisfactorily completed an employment probationary period, are not expected to receive a PIP. Employees in these positions whose work performance is below acceptable standards may be terminated after consultation with the UHR-Sr. Director of Employee and Labor Relations.

Termination for unsatisfactory work performance is a serious matter that requires careful evaluation and the approval of University Human Resources. Termination procedures are outlined in the University's Involuntary Termination policy and procedures.

3.2 Disciplinary Action

University staff members are expected to adhere to University policies and rules of conduct. If an employee engages in inappropriate behavior or violates University policies or standards of conduct (i.e., misconduct or cause), the supervisor will consult with a UHR-Assistant Director of Employee and Labor Relations to determine the appropriate course of action. Progressive discipline should be used to address misconduct or failure to comply with departmental or University policies. Corrective action can range from informal feedback for minor infractions to more formal corrective measures, up to and including termination of employment for serious offenses (e.g., assault, theft, confidentiality or privacy violation, discrimination or harassment, physical violence, or threats of violence).

Discipline for unacceptable conduct is normally issued progressively but will be issued in accordance to the degree of misconduct. Steps may be omitted or repeated depending on the frequency, severity, or nature of misconduct. For example, in instances of serious or gross misconduct, immediate termination of employment may be appropriate.

3.3 Probationary Period Employees

The employment probationary period allows the supervisor to closely assess a newly hired staff member's performance and suitability in their new position. During the probationary period, new staff members may be terminated without notice or prior warnings without regard to the procedures outlined above. Probationary terminations will be reviewed and approved by the UHR-Sr. Director of Employee and Labor Relations.

3.4 Referral to the Faculty/Staff Assistance Program

If a supervisor believes a staff member's performance or behavior is being adversely impacted by personal matters, the supervisor may refer the staff member to the Faculty/Staff Assistance Program. In certain limited circumstances, a staff member may be required to contact the Faculty/Staff Assistance Program and comply with any recommended treatment as a condition of continued employment. The UHR-Sr. Director of Employee and Labor Relations must approve such requirements.

4.0 Definitions

For the purpose of this policy, the terms below have the following definitions:

Discipline:

An action taken to address serious incidents of misconduct or performance deficiencies. Workplace misconduct involving violations of policies and procedures and continued failure to correct work performance may require disciplinary action.

Faculty/Staff Assistance Program (FSAP):

Confidential counseling and support services administered by Brown's Faculty/Staff Assistance Program (FSAP) provider.

Performance Improvement Plan:

A formal Performance Management process that facilitates constructive discussion between a staff member and their supervisor and to clarify specific work performance requiring improvement.

Performance Management:

Actions designed to address an employee's performance deficiencies or work-related misconduct through guidance to achieve acceptable performance standards. Performance Management may include counseling, coaching, Performance Improvement Plans (PIPs), or other appropriate forms of guidance. Examples of work performance issues that can be addressed through Performance Management include, but are not limited to:

- Inability to complete work assignments or correct errors in a reasonable amount of time;
- Inability or unwillingness to learn new tasks or skills or to work collaboratively; or
- Inability to exercise good judgment.

5.0 Responsibilities

Individuals to whom this policy applies are responsible for becoming familiar with and following this policy. University supervisors are responsible for promoting the understanding of this policy and for taking appropriate steps to help ensure compliance with it.

Supervisors: Supervisors are expected to establish clear performance goals and address performance timely during the annual performance appraisal process. Supervisors will consult with UHR when performance falls below acceptable standards or when conduct violates University policies and procedures. Supervisors will issue a PIP when necessary to address performance concerns.

Employees: Employees are expected to seek clarification of performance goals when necessary. Employees will seek guidance from their supervisor when performance falls below acceptable standards or seek consultation from UHR to address inquiries in a PIP if the supervisor has not addressed those inquiries.

University Human Resources (UHR): UHR will provide consultation as necessary to address work performance, confirm whether conduct has violated University policies or procedures, or review a PIP to review and approve disciplinary action steps or an employment termination decision.

6.0 Consequences for Violating this Policy

Failure to comply with this and related policies is subject to disciplinary action, up to and including suspension without pay, or termination of employment or association with the University, in accordance with applicable (e.g., staff, faculty, student) disciplinary procedures.

7.0 Related Information

This policy is not a legal document. This policy does not confer a term of employment, nor is the language intended to establish a contract of employment, express or implied, between any employee and Brown University. The University reserves the right to change, amend or terminate any of its human resources policies at any time for any reason.

Brown University is a community in which employees are encouraged to share workplace concerns with University leadership. Additionally, Brown's Anonymous Reporting Hotline allows anonymous and confidential reporting on matters of concern online or by phone (877-318-9184).

Employment at Brown University is based on the premise of employment at will. This means that employment can be terminated with or without cause and with or without notice at any time at the option of either the University or the employee except where employment is governed by an agreement.

The Office of Equity Compliance & Reporting (OECR) is responsible for investigating or adjudicating reports of harassment or discrimination based on a person's protected classification(s).

The following information complements and supplements this document. The information is intended to help explain this policy and is not an all-inclusive list of policies, procedures, laws and requirements.

7.1 Related Policies:

- Corporation Policy Statement on Equal Opportunity, Nondiscrimination and Affirmative Action
- Drug-Free Workplace Policy
- Employment Accommodations for Persons with Disabilities Policy
- Involuntary Employment Termination Policy
- Conflict of Interest and Commitment Policy
- Nondiscrimination and Anti-Harassment Policy
- Non-Retaliation Policy
- Sexual Misconduct Policy
- Title IX Policy
- University Code of Conduct
- Workplace Violence

7.2 Related Procedures:

- Performance Management Procedures
- Corrective Discipline Procedures
- University Offboarding Procedures

7.3 Related Forms:

- Performance Improvement Plan template

7.4 Frequently Asked Questions

- N/A

7.5 Other Related Information:

- Faculty and Staff Assistance Program (FSAP)

8.0 Policy Owner and Contact(s)

8.1 Policy Owner: Vice President for Human Resources

8.2 Policy Approved by: Executive Vice President for Finance and Administration

8.3 Contact Information:

Employee and Labor Relations

University Human Resources

Email

401-863-3175

9.0 Policy History

9.1 Policy Issue Date: November 23, 2020

9.2 Policy Effective Date: November 23, 2020

9.3 Policy Update/Review Summary:

Formatted to comply with new University Policy Template. Policy superseded by this policy:

- Employee Relations (20.073), Revision Date: September 10, 2019

Article XVI

Subcontracting

The University shall have the right to subcontract. However, the University shall notify the Union and provide the Union with an opportunity to discuss any subcontract of a major operation on a permanent basis.

Article XVII

Invalidity Under the Law

This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction; and policies, rulings and orders of any competent accreditation bodies. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Rhode Island, the parties shall meet and bargain in good faith the appropriate language to bring that provision, and only that provision, into compliance with such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect, and without modification. In the event that the parties are unable to agree, there shall be no right of the Union to strike or of the University to lock out employees and the parties' agreement will continue to remain in full force and effect with the invalidity of such provision not affecting the remainder of the Agreement.

Article XVIII

Union Conventions

At the written consent of the Union, employees, not to exceed two (2) at any one time, shall be granted days off without pay for attendance at the Unions National Convention, State Convention, AFL-CIO Conventions and/or the Union's District Convention provided that the absence of such employees will not interfere with the operations covered by this Agreement.

Article XIX

Parking Permit

Employees covered by this Agreement will be able to purchase parking permits and pay for them through a payroll deduction plan as determined by the Parking Office. The current practice of allowing 2nd and 3rd shift employees to use the day parking lots during off-peak hours without fee will be continued in accordance with regulations determined by the Parking Office.

Article XX

Classification and Wage Rates

The following job classifications will apply during the life of the Agreement. Effective October 13, 2024, the following job classifications will apply:

Level 102	Unassigned
Level 103	Unassigned
Level 104	Custodian II
Level 145	Unassigned
Level 105	Mail Driver/Clerk
Level 106	Truck Driver Helper Parking Officer
Level 107	Stores Clerk – Stores Operations Utility Worker – Stores Head Building Custodian (temporary vacancies)
Level 108	Groundswoker Groundswoker (Zamboni Operator/Ice Rink) Service Response Coordinator Custodial Shift Assistant Utility Worker – Grounds Utility Worker - Trades Truck Driver
Level 109	Senior Groundswoker Equipment Mechanic Backhoe Operator /Truck and Tractor Driver
Level 111	Equipment Mechanic – Lead Stationary Engineer Mechanic
Level 112	Crew Leader – Ice Rink Locksmith Building Operator
Level 114	Groundswoker – Lead Grounds Fleet Mechanic Groundswoker – Lead/Landscape Maintenance Master Locksmith Structural Trades Specialist

	Plumber – Licensed Stationary Engineer Operator Water Treatment Technician HVAC Refrigeration Mechanic Electrician Electrician- Fire Alarm Specialist Electrician – Maintenance Pipefitter/Steamfitter Burner Technician Controls Technician
Level 124	Plumber –licensed (Backflow Preventer Certified)
Level 115	Controls Mechanic
Level 116	Stationary Engineer – Lead Structural Trades – Lead Plumber – Lead/Master Master Locksmith, Lead High Voltage Technician 2nd Shift Lead Senior Building Operator Electrician – Fire Alarm Specialist Lead
Level 117	Plumber – Lead/Master (Backflow Preventer Certified) Electrician – Lead/Master HVAC Mechanic – Lead/Master Controls Mechanic – Lead

Wages for the members of the Union shall reflect the following wage increases during the period of this Agreement, as reflected in the Classification and Wage Rate Table for the above levels set forth further below in Appendix A – 10/13/2024 through 10/12/2029:

- Year 1: 3.5% salary increase
- Year 2: 3.5% salary increase
- Year 3: 4% salary increase
- Year 4: 4% salary increase
- Year 5: 4% salary increase

Employees will be hired at Step A of the classification they are to hold. Employees shall be advanced to Step B upon completion of two (2) years' continuous employment in a position covered by this agreement. An employee will be advanced to Step C upon completion of two (2) continuous years at Step B in a position covered by this agreement. An employee will be advanced to Step D upon completion of seven (7) years at Step C in a position covered by this agreement or fifteen years Facilities Management seniority, whichever comes first. Employees will be advanced to step "E" upon completion of twenty years of Facilities Management seniority in a position covered by this agreement.

Step "E" will be 2% higher than step D in the respective pay level on the grid.

Effective October 13, 2021, all current and future employees with either fifteen and twenty years of Facilities seniority or, in the alternative, having fifteen and or twenty years in the trade fields listed below as a licensed journeyman or master trades person or a combination of both (regardless of whether such experience occurred prior to working at Brown), shall after one year of service at Brown be advanced to D and E Steps respectively. In order to qualify for the above provision an Employee must be able to provide proof of license held as a journey person and or masters or a combination of both for 15-20 years or more.

The Truck and Tractor Drivers holding a State of RI Hoisting Engineer License will receive a \$0.50 premium pay from the L109 base pay scale.

Stationary Engineer Mechanic, Operator and Lead shall receive an additional 15% added to their respective base pay.

Current bargaining unit members or new hires in the Controls Technician job classification who possess or obtain an RI journeyman refrigeration license will be advanced to the Controls Mechanic job classification upon verification that they have active licensure.

Employees who hold a Master's license as recognized and controlled by the State of Rhode Island will receive a premium of one dollar (\$1.00) per hour. Master Locksmith will receive \$1.00 premium pay from the L114 base pay scale. Employees who hold a Journeyman license as recognized and controlled by the State of Rhode Island will receive a premium of fifty (50) cents per hour. Employees will only be eligible for the above premiums provided that the employee holds a regular, full time position and also possesses an applicable, job related license as indicated below.

Category 1. If the employee holds a master/journeyman electrician license and is employed on a regular, full time basis in the job classification of: electrician – electronics, electrician, electrician – lead/master, or high voltage technician, they are eligible for the premium pay.

Category 2. If the employee holds a master/journeyman refrigeration license and is employed on a regular, full time basis in the job classification of: HVAC refrigeration mechanic, HVAC mechanic – lead/master, controls mechanic, or controls mechanic – lead, s/he is eligible for the premium pay.

Category 3. If the employee holds a master/journeyman plumber license and is employed on a regular, full time basis in the job classification of: plumber – licensed, or plumber – lead/master, s/he is eligible for the premium pay.

Category 4. If the employee holds a master/journeyman pipe fitter license and is employed on a regular, full time basis in the job classification of: stationary engineer operator, steamfitter/pipefitter, steamfitter/pipefitter – lead/master, stationary engineer – lead, HVAC refrigeration mechanic, stationary engineer mechanic, or controls mechanic, they are eligible for the premium pay.

Each of the four categories above is mutually exclusive. For example, an employee who possesses a master license contained in category 1, and is employed in a job classification contained in category 2, will not be eligible for the premium pay.

Employees holding the "Lead" job classification will be placed at Step E in their respective pay scales/levels.

Any new or substantially revised position established by the University during the life of this Agreement will, with regard to rate of pay, be negotiated with the Union and added to the contract by a Memorandum of Agreement. The University agrees to discuss the duties of any new or substantially revised positions with the Union but must reserve the right to make final determination pursuant to Article III, Employment Management, of this Agreement.

An employee promoted from a job in one level to a job in a higher level will be placed in a step not lower than the pay rate for the step permanently held immediately preceding promotion, except when that promotion takes place within a designated division, or job family with Facilities Management, in which case the employee will be placed in the same step in the new job as that permanently held immediately preceding promotion. Thereafter, an employee's progression through steps will be based upon continuous divisions/job family seniority. When the promotion is not with the division/job family, an employee's progression through the steps will be based upon continuous seniority within the new classification. For purposes of this section, "job family" is meant to reflect a preponderance of transferable skills between the two positions.

A shift differential of 4.5% of base hourly rate per hour shall be paid to employees whose regularly scheduled shift begins on or after 3:00 p.m. and before commencement of the so-called "first (day) shift", except that such shift differentials shall not be paid to Stationary Engineer Mechanics, Operators or Leads who work regularly scheduled rotating shifts. Heat Plant personnel will receive a (15%) premium added to the base rate of pay for work performed inside vessels after the access hatch, manhole, door or other means of entry has been opened and work has actually begun in said vessel. Vessels are defined as boilers (waterside and fireside) generators (steam), receivers, soot re- injection system (hoppers and uptakes), converters, bilges and treated water tanks. Supervisors and/or lead men will estimate the time that each such assignment should take and record the actual time spend working inside the vessel. Bargaining unit members assigned to the 11:00 p.m. to 7:00 a.m., 11:30 p.m. to 7:30 a.m., or midnight to 8:00 a.m. shifts shall receive a 5.5% shift differential. Bargaining unit members assigned to one weekend day as part of their regularly scheduled shift will receive a 4.5% shift differential. This differential will not be applied to employees already receiving another shift differential for working the AM, 2nd or overnight shifts, and Stationary Engineer Operators and Stationary Engineer Mechanics. Bargaining unit members required to work both weekend days as a part of their regular assignment shall be receive a shift differential of 5.5%.

Shift premium and rotating shift premium will be considered as included in an employee's base pay for the purpose of calculating vacation pay.

Bargaining unit staff assigned to work in buildings that house animal care facilities will abide by the requirements detailed in the Brown University Animal Care Facility Program (Program) document (attached hereto as exhibit 1). Employees in said assignments will be designated by management as follows:

- Custodian
- Trades
- Trades with Rabies vaccination

Employees currently designated by management as being in the program will have the option to remain in the program and assume all the rights and responsibilities therein. Prior to the implementation of the Program an employee that chooses to opt out of it will be replaced by another employee from within their division/key station, on the same shift and in the same job classification on a volunteer basis. If more than one employee is interested in the assignment the University will recognize the seniority principle and will give preference to employees having the longest service within the bargaining unit when determining who will fill the Program vacancy.

Bargaining unit staff that are in the program will receive annual lump sum payments based as follows:

- Custodian - \$ 700.00
- Trades with Rabies vaccination - \$700.00
- Trades - \$375.00

For a bargaining unit member who voluntary leaves the program, management will calculate the percent time the employee was in the Program for the calendar year beginning when s/he received the most

recent lump sum payment, apply that percentage to the lump sum amount received, and use payroll deductions to retrieve funds for the time the employee was not in the program. If the University decides to add an employee to the program they will do so according to the provisions in paragraph 2 and employees entering the Program mid-year will be given a prorated lump sum amount that reflects the percent time they will work in the program during a calendar year.

Any changes in the Program that result in the addition or subtraction of a significant medical procedure requirement will result in labor-management discussions to consider compensation adjustments. Management will determine the number and classification of employees in the Program. This agreement will not limit management's rights to subcontract as stated in article XVI of this agreement.

Article XXI

Hours of Work and Overtime

The normal hours of work for employees covered by this Agreement shall be (40) hours per week, eight (8) hours per day, and five (5) days per week. All employees shall be paid one and one-half their regular straight time hourly rate of pay for all work performed in excess of their regularly scheduled eight (8) hours per day or forty (40) hours per normal work week, without duplication. Any regular employee required to work on Sunday, except employees working on the classifications set forth in the next paragraph, shall be paid one and one-half his or her regular straight time hourly rate of pay for all hours actually worked on Sunday. Overtime pay shall be calculated and paid at the "blended rate" consistent with the Fair Labor Standards Act.

The University's payroll work week is Sunday through Saturday, inclusive. The normal work week schedule within Facilities Management is recognized as Monday through Friday; provided that the employees in the following classifications, which require continuous operations, may be regularly scheduled on a shift basis which allows for five continuous days of work with overtime paid to the employees in such classifications for work performed by such employees in excess of eight hours per regularly scheduled work day or in excess of forty hours with any seven day consecutive period: HVAC Mechanic – Lead/Master, HVAC Refrigeration Mechanic, Stationary Engineer, Stationary Engineer – Lead, Stationary Engineer – Mechanic, Controls Mechanic, including Apprentices to these classifications and Custodian II – Dining Services and Service Response Coordinator. Subject to the MOA dated 09/12/2019 the following classifications will be inclusive plumber-licensed, plumber-licensed (backflow preventer certified) plumber-lead/master and plumber-lead master (backflow preventer certified).

An employee who works more than twelve (12) continuous hours shall receive double time for hours worked in excess of twelve (12) hours. Overtime will be equalized in so far as practicable between employees fully qualified to perform the work within their respective Division, by shift, provided however that the obligation to equalize overtime shall not apply in cases involving security requirements or continuation of work begun during the regular shift. Where no employee is available to fill a scheduled overtime assignment or an emergency assignment occurring before the end of the regular shift (as distinguished from overtime on recall), the assignment will be filled by the next person in rotation (low hour person). No individual employee can refuse the assignment except for overriding personal considerations. Employees who refuse overtime or those who accept and fail to report for overtime shall be charged for the assignment refused or missed. 48 hours-notice shall be given of overtime opportunity, except in emergencies beyond the control of the University. For the purposes of this section, it is understood that the regular straight time hourly rate of pay for the purpose of computing overtime or shift differential shall never itself be increased by including in it any overtime, shift differential, vacation pay, or any other premium pay, whether provided for in this Agreement or otherwise, or by adding any such pay to the regular rate of pay. There shall be no pyramiding or duplication of overtime, shift differential, vacation, or any

other premium pay. Hours paid at overtime rates on one basis shall not be paid, or used to calculate, an additional overtime pay on another basis. Details of the implementation of the overtime program can be found later in this document under the heading “MEMORANDUM OF AGREEMENT 5).

The University will provide direct payroll deposit to employees. Employees must complete forms provided by the University payroll office to access this benefit.

Sick leave with pay, vacation with pay and family death leave with pay will be considered as time worked for purposes of calculating overtime.

Article XXII

Division 4 Shift Preference Transfers

In consideration of the quad-shift operation in Division 4 exclusively a bidding employee who permanently holds the same classification as that being filled may be given credit for the position on a different shift because of the experience gained in the class, provided such credit is consistent with other terms of the Agreement. When Facilities Management administration determines that a vacancy exists in Division 4, Custodial, the vacancy will be posted within the Division for 3 full business days. Said posting will include the Key Station in which the vacancy exists and (if known) the building assignment (although transferring into the position is not a guarantee of that building assignment). All interested applicants may apply. An applicant's relevant experience, ability, excessive absenteeism as defined in Article XXVII, and discipline will be considered and, when equal, the candidate with the longest bargaining unit seniority will be offered the position. An employee who plans to be on vacation may file in writing to their supervisor and Facilities Management Human Resources a pre-notice of interest and, if available for interview, will be considered for any openings which may occur in the employee's vacation absence. Employees who are on an extended leave of absence and not able to start the position on a full-time basis within a month from the date of posting will not be eligible to submit a pre-notice.

In the event a candidate is not found through the above procedure, the University reserves the right to post a vacancy under regular procedures. Nothing herein shall modify any other terms or conditions of the Agreement.

Article XXIII

Temporary Vacancies

Temporary vacancies within a division which the University intends to fill will first be offered as a promotional opportunity to qualified employees within the respective division. Eligible employees will be notified of such vacancies and shall indicate within two (2) working days that they wish to be considered for the position. If there is more than one qualified candidate, the position will be filled on the basis of the results of an aptitude test, i.e., pass/fail, where applicable. If all qualified applicants are considered equal, then the position will be filled on the basis of seniority. If the University deems it necessary to fill any vacancy created by the application of this provision, the University has the right to fill the vacancy from outside the bargaining unit. If no employee is selected from within the division, temporary vacancies expected to last more than 60 days will be offered as a promotional opportunity to qualified employees within Facilities Management in the same manner as within the division. There is no intent to change existing practice for temporary jobs under 60 days or summer postings.

When a temporary assignment lasts more than thirty (30) consecutive days, an employee who takes time off for vacation, sick, bereavement, or holiday, will have his/her benefits paid at the rate of pay of the temporary assignment, beginning on the thirty-first (31) day.

When necessary the University will consider temporarily upgrading a Custodian II to Head Building Custodian for those whom the University designates as temporary Head Building Custodian and assign such work. It remains management's discretion whether to have someone serve in this role.

Article XXIV

Holidays

The following days, or the day following each of them falling on a Sunday, shall be recognized as holidays, whether or not a regularly scheduled work day, all eleven of which shall be with pay at straight time.

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Day After Memorial Day (#5)
Independence Day
Victory Day (#1)
Labor Day
Juneteenth

Indigenous People's Day
Veterans Day (#2)
Thanksgiving Day
Day After Thanksgiving (#3)
Day Before Christmas (#4)
Christmas Day
Election Day (federal election years)

- (#1) The University agrees to meet with the Union and determine a substitute holiday, if the State of Rhode Island discontinues observance of Victory Day.
- (#2) Applies to all bargaining unit members except those in Service Response, Transportation and Mail Services
- (#3) Service Response, Transportation and Mail Services will observe the Day After Thanksgiving in lieu of Veterans' Day.
- (#4) When the day before Christmas falls on Saturday, it will be observed on the preceding Friday.
- (#5) As recognized by the University for CY25 and CY26 (or as long as the University recognizes this day as a holiday).
- (#6) Additional University paid days off will be handled in the following manner:
 - a. Employees required to work on an announced paid day off other than University Holidays will receive a subsequent date and time to be determined by the department, which must be taken no later than two (2) weeks from the date of the observed paid day off, at regular pay. They cannot exchange this day off for overtime pay or compensatory time. For any staff recalled to campus, overtime recall protocols will apply.
 - b. Employees who are regularly scheduled to be off on that day will be given their regular shift hours off at regular pay at a subsequent date and time determined by the department.
 - c. Employees who are scheduled to work and call out on an unapproved/unscheduled absence, will receive pay at the regular rate only and will not accrue the comp time described above.
 - d. Future paid days off (with the exception of paid days off during the winter break) issued during the remaining term of the parties' collective bargaining agreement will be applied in the same manner set forth in the above provisions.

Any employee required to work on one of said holidays, whether or not it is a scheduled work day for such employee, shall receive in addition to his or her holiday's pay, payment at time and one-half for the hours actually worked on such holiday. Any employee required to work on a shift which commences after 3:00 p.m. on New Year's Eve shall receive payment at time and one-half for all the hours actually worked during that shift.

In order to be eligible for holiday pay, a regular employee must have worked his or her regularly scheduled shift immediately prior to and immediately following the holiday, unless (a) on approved medical leave; (b) by prior arrangement with the employee's supervisor or (c) on scheduled vacation. When a two or more-day holiday situation occurs, if an employee is absent the day before or the day after they lose one holiday, if an employee is absent on the day before and day after, the employee loses all holidays in between.

Except for employees in Division 7, employees who work a non-standard work week will in a week a holiday falls have their work week reduced by one day as agreed to between the employee and supervisor. If the employee is later scheduled to work on said day, they will be paid time and one-half for hours worked.

Article XXV

Overtime on Recall

Any employee recalled to the University to do overtime work (as distinguished from overtime work not involving leaving the University without being recalled and/or scheduled early starts) shall, if recalled before midnight and if required to work less than four (4) hours, be paid for four (4) hours of overtime, and if recalled on Saturday, Sunday or a holiday or after midnight and before seven o'clock and if required to work less than four (4) hours, shall be paid four (4) hours of overtime. Employees will cooperate with the University in accepting overtime work on recall. The University will not discipline employees for refusing overtime assignments on recall.

Article XXVI

Continuous Working Hours

The number of hours worked in a day or night shift period shall be worked continuously with the exception of the lunch period, where applicable. Subject to the foregoing the University shall have the right to fix and from time to time change the work hour schedules, except that the University will notify the Union of its intent to change a shift schedule at least one (1) week before posting notice of the change, and will provide the Union with an opportunity to discuss the change during that week. The University will also post a notice in the work area affected at least two (2) weeks in advance of the change becoming effective. The regular lunch period for all employees shall be one-half hour. Where applicable, all lunch periods may be scheduled by the University at its reasonable convenience. Two rest periods of fifteen minutes each, portal-to-portal, shall be granted to all employees during a regularly scheduled shift during which they may be away from their assigned work.

All four shifts in Division 4 and Division 10 will be eight (8) continuous hours. Employees on these shifts will be entitled to one twenty and one fifteen minute portal-to-portal rest period during their regularly scheduled shift, as determined by the Division Supervisor

Article XXVII
Sick Days, Workers Compensation and
Rhode Island Temporary Disability Insurance (TDI)

Sick Time

All regular employees covered as of the date of this agreement, shall be entitled to eight (8) sick days with pay at their straight time rate during each subsequent benefit year (July 1 – June 30). All regular employees newly hired will earn, during the first benefit year in which they are employed, one (1) sick day with pay for each 1.5 months of service commencing with the end of their probationary period but retroactive to their date of hire. Probationary employees may use up to one (1) day of earned sick time. By prior arrangement between an employee and his/her supervisor, an employee may be excused from work and have the absence charged against the basic eight (8) sick days. Any employee who has not used the sick days to which he or she is entitled by the end of the contract year will be paid for such unused days at his or her regular straight time rate in effect as of the end of the benefit year. An employee who uses four or fewer sick days in a benefit year will have all unused days carries forward (banked) or paid off at the rate of one and one-half.

Absenteeism will be considered excessive, except in cases of major surgery and illness, when it exceeds a total of eight (8) days in a fiscal year (July 1 – June 30).

An employee may request to use her/his paid sick time, including “banked” time to care for a seriously ill or dying parent regardless of where the parent resides.

Employees have an option to have unused sick days “banked” in the following way. An employee under this option may have such unused sick days accumulated to be drawn upon at a later date if such employee becomes sick. In order to draw upon such accumulated sick time the employee or the employee’s family member must actually be sick and the employee must have exhausted sick time to which s/he was otherwise entitled to under the contract. The University shall have the right to have an employee examined by its own physician. Upon termination of employment such accumulated banked sick time shall be paid in full to the employee. Payment under this option will be at the employee’s rate in effect at the time of payment. All existing employees desiring to elect the “banking” option may do so within 30 days prior to each July 1. All existing employees not electing the above option within said 30 days will be deemed to have chosen to receive unused sick pay in accordance with the contract. New employees will have the same right to make a choice or waive such choice within 30 days of their employment.

In order to be granted sick time the employee or a designee must notify the employee’s department head or supervisor prior to the employee’s reporting time for work, except in cases of proven inability to furnish such notice. In any case, the University shall have the right, at any time and from time to time, to require an employee to submit to an examination by a physician designated by the University, both as to the question of the existence of and duration of any sickness or illness causing absence from work.

The Union agrees to cooperate with the University to prevent abuses of sick time. Abuse by an employee of sick time shall be grounds for disciplinary action or discharge. In view of this provision for paid sick time, other employees shall assist in covering, at straight time rates of pay, the duties performed by the employees on a medical leave of absence.

During the first six (6) months of continuing absence due to illness or injury and employee will continue to accrue sick pay entitlement.

Sick leave with pay will be credited as time worked for calculating overtime.

Worker's Compensation (WC):

A regular employee who qualifies for, and receives, Worker's Compensation shall receive supplemental sick pay equal to the difference between his or her gross pay for a normal work week and his or her weekly W.C payments. The supplemental benefit under this provision will be for a maximum of up to nine (9) weeks in any benefit year whether for W.C. or T.D.I. or any combination thereof. After exhausting this benefit an employee must return to work full time during a new benefit year in order to have the benefit reinstated. Provided further, that an employee shall be entitled to a maximum supplement of nine (9) weeks for a continuing illness or injury regardless of the fact such supplement may be payable across two benefit years and charged against said benefit years accordingly.

The amount of the supplement provided herein shall not exceed the supplement required had the employee worked full time during the period used to determine the basic W.C. benefit, except that absence due to illness or injury shall not, as such, reduce the supplemental benefit.

Whenever an employee becomes disabled by reasons of illness or injury compensable under the Worker's Compensation the University will pay him/her their normal forty-hour weekly wage for the first week of absence due to such disability; such compensation, however, shall not be deducted from any earned annual sick leave.

RI Temporary Disability Insurance (TDI) (Replaces June 19, 2000 MOA):

A regular employee who qualifies for, and receives, TDI payments from the State of Rhode Island shall receive, supplemental sick leave pay equal to the difference between his or her gross pay for a normal work week and the weekly T.D.I. payments. The supplemental benefit under this provision will be for a maximum of up to nine (9) weeks in any benefit year whether for W.C. or T.D.I. or any combination thereof. After exhausting this benefit an employee must return to work full time during a new benefit year in order to have the benefit reinstated. Provided further, that an employee shall be entitled to a maximum supplement of nine (9) weeks for a continuing illness or injury regardless of the fact such supplement may be payable across two benefit years and charged against said benefit years accordingly.

The amount of the supplement provided herein shall not exceed the supplement required had the employee worked full time during the period used to determine the basic T.D.I. benefit, except that absence due to illness or injury shall not, as such, reduce the supplemental benefit.

Whenever an employee becomes disabled by reasons of illness or injury compensable under T.D.I., the University will make available upon request and confirmation of repayment terms, an advance equal to an estimated amount of the TDI benefit payments.

1. Where Brown University is the employee's only or successor employer, the term 'T.D.I. payments' shall mean an amount equal to the full check the employee receives from the Rhode Island Division of Temporary Disability Insurance (RITDI).
2. When the Benefit Computation Statement indicated concurrent employment (as distinct from successive employment) the term 'T.D.I. payments' shall mean the amount the employee would have received if Brown had been the only employer listed on the Benefit Computation Statement prepared by the RITDI.
3. The University is entitled to the information necessary to verify its obligations. The employee must submit the Benefit Computation Statement prepared by RITDI. The Benefit Computation Statement would be necessary to distinguish other employment as referred to above, and is needed for the University to discern the entitlement that the state will provide to the employee. Supplemental payments will only be made upon receipt of necessary documents or information.

4. The University will make payments based on the following schedule:

- a. The advance plus one (1) week of supplement for the first week of TDI leave, and 2 additional weeks of supplement, based on Brown's estimate of its obligations will be paid weekly, immediately following the employee's notification to the University that s/he has an illness or injury for which s/he has or will apply for TDI benefits, and written individual authorization from the employee of the following repayment terms: This advance will be repayable in equal installments of no less than \$100 to be deducted from the employee's earnings beginning with the first payroll run after the 28th day after the start of absence.
- b. Up to six (6) weeks of additional supplements will be made (with an adjustment to correct for the estimate referred to in 'a' above) upon receipt of the Benefits Computation Statement. In lieu of weekly TDI check attachment memoranda the University will use the Benefits Computation Statement to provide the appropriate supplement to the employee.
- c. Once the TDI supplement period has ended it is the employee's responsibility to confirm the specific weekly amounts that s/he received from TDI by providing either:
 - i. a Payment History document from RITDI;
 - ii. bank statements that confirm deposits directly from the state of RI for the purposes of TDI;
 - iii. a printout from the Electronic Payment Card account showing all the TDI deposits.

Note: Any amounts paid by Brown is contingent upon subsequent receipt of supporting documentation and will become repayable to Brown if said documentation is not submitted within fifteen (15) weeks of the first day of absence, or a time frame which is otherwise reasonable. Written authorization provided by the employee shall also include authorization of repayment of supplement in the event supporting documentation is not provided within the 15 weeks or a time frame which was otherwise agreed upon at the rate of \$100 per week commencing with the first payroll run after 15 weeks.

5. The 'gross pay for normal work week' as stated in the Contract shall be calculated according to the rate of pay in effect during the applicable week.

6. For all future requests for advance and supplemental TDI payments, the University will not be obligated to provide back payments to employees who do not provide the information as indicated in items 3 and 4 above. However, if the information is provided within fifteen (15) weeks of the first day of absence, or a time frame which is otherwise reasonable to the circumstances, the University will reimburse the employee. Employee's may opt to not take the advance payment but will retain the right to the supplement payments of 9 weeks.

Note: The estimate of the TDI advance/supplement will be based on 60/40 of the normal hours wages.

Article XXVIII

Vacation and Personal Time

Regular employees shall receive a vacation with pay, each year, of the length shown on the table below. Vacation pay shall be upon the basis of a normal work week and at the rate per hour in effect during the period of his or her vacation. No vacation should be taken until vacation requests are reviewed and approved by the employee's immediate supervisor.

Employees requesting vacations for periods longer than five (5) days shall be given a choice of vacation time and duration on the basis of seniority standing, provided such choices shall be indicated between March 1st and no later than April 1 of each year and shall be consistent with work requirements. Management will identify peak periods by March 1st of each year.

Employees with specific requests for vacation of less than five (5) days should submit to their immediate supervisor who, provided advance notice is given, will make every effort to review and grant the requests subject to work requirements.

An employee may use individual vacation days for emergency situations provided they have notified their supervisor of the request, including verifiable reason, and have entered it in Work Day by the end of the previous shift (if not working the previous day, at least 12 hours in advance), and the supervisor approves the vacation day. Any call-out not in compliance with the above will result in the employee not being paid for the missed scheduled shift.

All employees shall have appropriate advance notice of when their vacations have been approved and may be taken.

Employees who have completed the following lengths of continuous service retroactive to date of hire shall be entitled to the corresponding vacation with pay as shown in the following table to be taken during their respective anniversary year.

Vacation Table

Length of Service	No. of Days
1 year	10 days
2 years but less than 5 years	15 days
5 years and over	22 days

Vacation Bonus

Employees reaching their 25th anniversary with the University shall receive a one time bonus of ten (10) vacation days.

During the first year of employment, following probation, an employee will earn one (1) day vacation per month up to a maximum of five (5) days, and the vacation must be used before the employee's first anniversary.

Employees with less than five (5) years of service may accrue unused vacation up to a maximum entitlement at any one time (current + accrued) not to exceed twenty (20) days. Employees with five (5) or more years of service are not limited with regard to the amount of accrued vacation.

When issuance of pay would normally occur during an employee's vacation period, the employee shall receive his/her pay prior to taking vacation provided the employee's supervisor is given ten working days' notice prior to the last day work.

Any regular employee leaving the employment of the University shall receive at the time of such leaving, in addition to all other sums due him or her, a payment at his or her regular rate with respect to each day of accumulated vacation rights credited as of the preceding anniversary date and not yet used plus a pro-rata payment assumed to have been earned for the current benefit year, determined by the above schedule except if such employee is discharged for misconduct or other violation of University regulations.

In the event any of the holidays listed in this Agreement occurs on a day during the vacation of an employee, which would, except for said vacation, be a regularly scheduled work day for said employee, such employee shall be entitled to one additional day's vacation with pay for each such holiday occurring during his or her vacation.

In the case of any employee whose period of employment by the University was interrupted by service with the Armed Forces of the United States, the period of such employee's service with the Armed Forces of the United States shall be deemed to be employment by the University for the purpose of determining vacation benefits, subject to the provisions of this Agreement.

Regular part-time employees shall be entitled to the above benefits on a pro-rata basis.

During the first six (6) months of continuing absence due to illness or injury an employee will continue to accrue entitlement.

Vacation time will be computed as time worked for purposes of computing overtime.

Personal Days

Two personal days with pay will be provided to each bargaining unit member each benefit year (July 1st to June 30th). Requests for the personal day must be approved and made in a timely manner. Only one personal day can be carried over from one year to the next; provided, however that no employee shall have a balance exceeding more than three personal days. New hires into the bargaining unit will receive personal time with pay upon successfully completing their probationary period. The amount of personal time granted will be prorated from the full benefit of two days to coincide with the amount the time remaining in the benefit year from the date of the employee's hire.

Article XXIX Truck Driver Helper

Employees holding the classification of Truck Driver Helper will be utilized to assist Truck Drivers whenever needed and practicable. Truck Driver Helpers will not be utilized as replacements or fill-in personnel to perform custodial duties in buildings when a labor pool or other temporary employee is available to perform the custodial duties.

Article XXX Moving Furniture, Snow Shoveling

Custodians shall not be required to shovel snow or move furniture for more than four (4) hours during their scheduled shift. The University agrees to provide for any custodian, who is required to remove snow during the winter, and who requests the same, such of the following articles of rubber storm gear as such custodian shall request namely: hat, coat, pants, gloves and boots. All storm gear so furnished any custodian shall be used and kept by the custodian in the custodian room and not elsewhere, and shall be returned to the University on or before the first of April following issue as directed.

Article XXXI

Transfer of Custodians

Custodians will not be transferred from their existing buildings during the school year for capricious reasons.

In the event a vacancy occurs in a particular building on a particular shift, the supervisor will give serious consideration to requests to transfer to that building.

Article XXXII

Uniforms

Uniforms are deemed necessary for security identification and University community relations. Employees who are provided a uniform by the University shall be required to wear same while at work as a condition of employment. Employees shall return all Facilities issued uniforms prior to their separation.

The University agrees to apply up to one hundred twenty-five (125.00) dollars toward defraying the cost of purchasing safety shoes for employees in Facilities Management who are required to wear them. An employee will be entitled to one such payment in any twelve-month period. Toe caps will be provided for custodians when requested.

Employees who purchased shoes onsite from the approved vendor, may, upon notification to the Stores management within the first six (6) month from date of purchase, return them in exchange for a new pair, provided they can demonstrate that the shoes or boots are defective.

Article XXXIII

Hand Tools

The University agrees to replace hand tools which have been broken or stolen on the job. Common hand tools will be stocked in the tool crib section of the Material Control Room. Stolen tools will only be replaced if a complaint has been filed with the University Department of Public Safety and the police determine there was no contributory negligence on the part of the employee.

Article XXXIV

Labor-Management Committee

The University and the Union desiring to foster better day to day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor management relations and avoid controversies do hereby establish this labor management committee (LMC).

The Labor-Management Committee shall be composed of representatives from Facilities Management and the Union and shall normally meet once each month. An agenda shall be required for each meeting and minutes will be taken to be distributed widely. Agenda items shall include, but not limited to, approval of minutes, discussion of new positions, vacancies, and division transfers, and Facilities operations. Approved minutes of the meeting will be sent to the Business Agent. The Committee's meetings will be held at a place designated by the University at a mutually convenient time.

The Union's committee shall be made up of up to eight (8) members of the bargaining unit. Any member of the Union selected to serve on this Committee shall be allowed reasonable time off (subject to work requirements at the time of request) for the performance of such duties. Employee representatives who attend the Committee's meetings outside of their regularly scheduled hours will be paid at straight time for those attendance hours. Approved minutes of the meeting will be sent to the Business Agent.

The composition of both management and union teams, upon approval of the parties, will vary depending upon the subject-matter discussed. The Committee may also invite guests, as needed, from time to time.

Article XXXV

Supervisors Working

The following provisions shall apply to all Divisions existing on the date of this Agreement, except Division 7 (Heat Plant), Division 5 (Grounds), Division 6 (Stores), and Division 11, (Service Response). Supervisors shall not perform bargaining unit work except for instruction, inspection of work performed or emergencies beyond the control of both parties to the Agreement.

Article XXXVI

Unassigned

Article XXXVII

Pay Corrections

Provided at least eight hours pay is missing, inaccurate paychecks will be corrected within one business day of notification or error. If the employee is enrolled in direct deposit, the corrected amount will be included in the employee's next regular scheduled paycheck. Alternatively, the employee may request a paper check and that the University will make all reasonable efforts to issue that check within seventy-two (72) hours of notification.

Article XXXVIII

Unassigned

Article XXXIX

Entire Agreement Clause

The parties mutually agree that each party has, through the process of collective bargaining, included in this Agreement, including appendixes attached hereto any and all memorandum of understanding, grievance and/or arbitration settlements and other similar resolutions having the effect of modifying, amending or otherwise changing the language or intent of the prior agreement between the parties and therefore this Agreement between the parties concludes negotiations and resolves all issues between the parties and further is the entire Agreement between the parties. Any addition, deletion or modification of those terms shall be by mutual agreement and shall be reduced to writing, signed by both parties and made a part hereof for the term of this Agreement.

With respect to any past practice asserted to have been in existence prior to the effective date of this Agreement, the parties agree that the party asserting the past practice must, in order to establish same, satisfy the following conditions:

Either party claiming the existence of a past practice will be required to prove by clear and convincing evidence that the practice:

- (1) Is unequivocal;
- (2) Has been clearly enunciated and acted upon;
- (3) Is readily ascertainable;
- (4) Has been in existence for a substantial period of time; and
- (5) Has been accepted by representatives of the parties who possess the actual authority to accept the practice.

Past practices shall not contradict the express terms of this Agreement.

Article XL

Effective Date and Duration of Agreement

This Agreement shall become effective as of October 13, 2024 and shall continue in effect until midnight, October 12, 2029 and from year to year thereafter, unless no less than sixty (60) days prior to October 12, 2029 or to any October 12th thereafter either party gives notice to the other in writing of its desire to terminate or amend this Agreement. If notice to terminate or amend is given by either party as aforesaid, this Agreement shall terminate as of October 12th of the year in which said notice is given, unless an agreement is reached between the parties on proposed amendments before that date or unless this Agreement is extended beyond that date by mutual agreement between the parties.

Any such notice of termination shall contain changes or amendments desired by the party giving such notices 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 a new Agreement. The party not giving such notice shall have its amendments available at the first joint meeting.

This Agreement may be amended at any time by mutual consent expressed in writing and annexed hereto.

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

This document shall consist of six identical and signed documents, each of which, for the purposes of this Agreement, shall be considered to be the original contract.

IN WITNESS WHEREOF, the parties hereto have hereunto and to five counterparts set their hands and seals, each by its officers thereunto duly authorized, this 30 day of July, 2025.

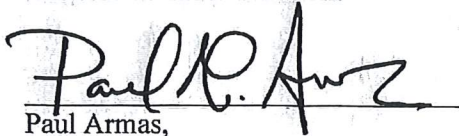
In presence of:

BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND

Committee for the University:



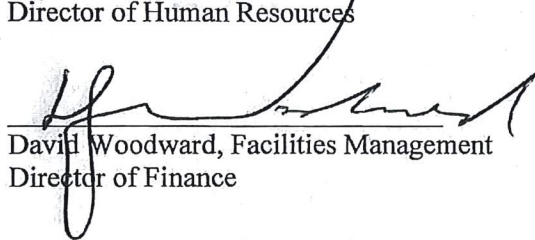
Beth Stachura,
Director of Labor Relations



Paul Armas,
Assistant Vice President Facilities Operations



Cecilia Dursi, Facilities Management
Director of Human Resources



David Woodward, Facilities Management
Director of Finance

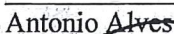
Committee for the Union

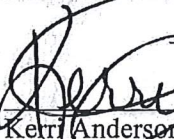


Amy Cardone
Business Agent

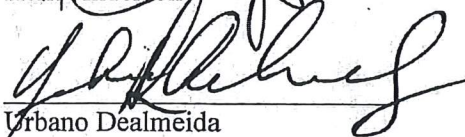


Vincent Abbaticola

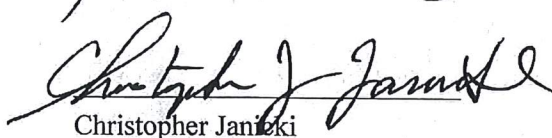




Kerri Anderson



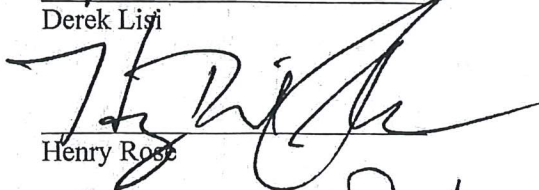
Urbano Dealmeida



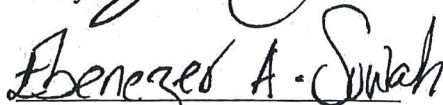
Christopher Janicki



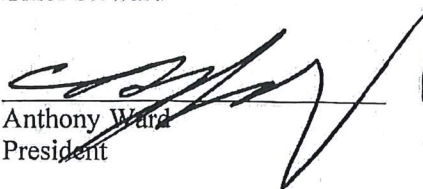
Derek Lisi



Henry Rose



Ebenezer Sowah
Chief Steward



Anthony Ward
President

Appendix A
Wage and Classification Table

Effective Year 1: 3.5%

Level	Step A				Step B				Step C				Step D				Step E			
	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP
104	20.79	21.73	21.94		24.02	25.10	25.34		24.76	25.88	26.13		26.01	27.18	27.44		26.52	27.71	27.98	
145	20.68	21.61	21.82		23.90	24.97	25.21		24.63	25.74	25.99		25.88	27.04	27.30		26.38	27.57	27.83	
105	21.30	22.26	22.47		24.62	25.73	25.98		25.37	26.51	26.76		26.65	27.85	28.12		27.17	28.39	28.66	
155	23.93	25.01	25.25		24.92	26.04	26.29		25.75	26.91	27.17		27.02	28.24	28.51		27.56	28.80	29.08	
106	24.92	26.04	26.29		25.83	27.00	27.25		26.70	27.90	28.17		28.04	29.30	29.58		28.61	29.89	30.18	
106CS	25.17	26.30	26.56		26.09	27.27	27.53		26.97	28.18	28.45		28.32	29.59	29.88		28.89	30.19	30.48	
107	25.91	27.07	27.33		27.07	28.28	28.55		28.03	29.29	29.57		29.44	30.76	31.05		30.03	31.38	31.68	
108	27.19	28.41	28.68		28.16	29.43	29.71		29.25	30.57	30.86		30.71	32.09	32.40		31.32	32.73	33.04	
108CS	27.46	28.70	28.97		28.44	29.72	30.01		29.54	30.87	31.17		31.02	32.41	32.72		31.63	33.06	33.37	
109	28.18	29.45	29.73		29.52	30.85	31.14		30.71	32.09	32.40		32.24	33.69	34.01		32.87	34.35	34.68	
109J	28.68	29.95	30.23		30.02	31.35	31.64		31.21	32.59	32.90		32.74	34.19	34.51		33.37	34.85	35.18	
109M	29.18	30.45	30.73		30.52	31.85	32.14		31.71	33.09	33.40		33.24	34.69	35.01		33.87	35.35	35.68	
111	30.58	31.96	32.27	35.17	31.82	33.25	33.57	36.59	33.02	34.50	34.83	37.97	34.67	36.23	36.58	39.87	35.38	36.97	37.32	40.68
111CS	30.89	32.28	32.59		32.13	33.58	33.90		33.35	34.85	35.18		35.02	36.60	36.95		35.73	37.34	37.70	
112	31.95	33.39	33.71		33.23	34.73	35.06		34.49	36.04	36.38		36.23	37.86	38.22		36.95	38.61	38.98	
114	33.30	34.79	35.13	38.29	34.64	36.20	36.55	39.84	35.96	37.57	37.93	41.35	37.77	39.47	39.84	43.43	38.52	40.26	40.64	44.30
114J	33.80	35.29	35.63	38.79	35.14	36.70	37.05	40.34	36.46	38.07	38.43	41.85	38.27	39.97	40.34	43.93	39.02	40.76	41.14	44.80
114W	33.80	35.29	35.63	38.79	35.14	36.70	37.05	40.34	36.46	38.07	38.43	41.85	38.27	39.97	40.34	43.93	39.02	40.76	41.14	44.80
114M	34.30	35.79	36.13	39.29	35.64	37.20	37.55	40.84	36.96	38.57	38.93	42.35	38.77	40.47	40.84	44.43	39.52	41.26	41.64	45.30
124	33.79	35.31	35.65		35.14	36.72	37.07		36.45	38.09	38.46		38.26	39.99	40.37		39.02	40.78	41.17	
124J	34.29	35.81	36.15		35.64	37.22	37.57		36.95	38.59	38.96		38.76	40.49	40.87		39.52	41.28	41.67	
124M	34.79	36.31	36.65		36.14	37.72	38.07		37.45	39.09	39.46		39.26	40.99	41.37		40.02	41.78	42.17	
115	34.79	36.35	36.70	40.00	36.19	37.82	38.18	41.62	37.56	39.25	39.63	43.19	39.43	41.21	41.60	45.35	40.23	42.04	42.44	46.27
115J	35.29	36.85	37.20	40.50	36.69	38.32	38.68	42.12	38.06	39.75	40.13	43.69	39.93	41.71	42.10	45.85	40.73	42.54	42.94	46.77
115M	35.79	37.35	37.70	41.00	37.19	38.82	39.18	42.62	38.56	40.25	40.63	44.19	40.43	42.21	42.60	46.35	41.23	43.04	43.44	47.27
116	36.50	38.15	38.51		37.99	39.70	40.08		39.42	41.20	41.59		41.42	43.28	43.70		42.25	44.15	44.57	
116LST																	42.37			
116J	37.00	38.65	39.01		38.49	40.20	40.58		39.92	41.70	42.09		41.92	43.78	44.20		42.75	44.65	45.07	
116M	37.50	39.15	39.51		38.99	40.70	41.08		40.42	42.20	42.59		42.42	44.28	44.70		43.25	45.15	45.57	
116 CHPL																				49.28
116L																	43.47			
117HL																	43.96			
117PL																	44.53			
117CL																	45.76	47.82		
117EL																	47.57			

Effective Year 2: 3.5%

Level	Step A				Step B				Step C				Step D				Step E			
	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP
104	21.52	22.49	22.70		24.86	25.98	26.23		25.63	26.78	27.04		26.92	28.13	28.40		27.45	28.68	28.96	
145	21.40	22.37	22.58		24.73	25.85	26.09		25.50	26.64	26.90		26.78	27.99	28.25		27.31	28.53	28.81	
105	22.05	23.04	23.26		25.48	26.63	26.89		26.26	27.44	27.70		27.58	28.83	29.10		28.12	29.39	29.67	
155	24.77	25.88	26.13		25.80	26.96	27.21		26.65	27.85	28.12		27.97	29.23	29.51		28.53	29.81	30.10	
106	25.80	26.96	27.21		26.74	27.94	28.21		27.64	28.88	29.16		29.02	30.33	30.62		29.61	30.94	31.24	
106CS	26.05	27.23	27.49		27.01	28.22	28.49		27.91	29.17	29.45		29.31	30.63	30.92		29.90	31.25	31.55	
107	26.81	28.02	28.29		28.01	29.27	29.55		29.01	30.31	30.60		30.47	31.84	32.14		31.08	32.47	32.79	
108	28.14	29.41	29.69		29.15	30.46	30.75		30.27	31.64	31.94		31.78	33.21	33.53		32.42	33.87	34.20	
108CS	28.42	29.70	29.99		29.44	30.76	31.06		30.58	31.95	32.26		32.10	33.55	33.87		32.74	34.21	34.54	
109	29.17	30.48	30.77		30.55	31.93	32.23		31.78	33.21	33.53		33.37	34.87	35.20		34.02	35.55	35.89	
109J	29.67	30.98	31.27		31.05	32.43	32.73		32.28	33.71	34.03		33.87	35.37	35.70		34.52	36.05	36.39	
109M	30.17	31.48	31.77		31.55	32.93	33.23		32.78	34.21	34.53		34.37	35.87	36.20		35.02	36.55	36.89	
111	31.65	33.08	33.40	36.40	32.93	34.41	34.74	37.87	34.17	35.71	36.05	39.30	35.89	37.50	37.86	41.27	36.61	38.26	38.63	42.11
111CS	31.97	33.41	33.73		33.26	34.76	35.09		34.51	36.07	36.41		36.24	37.88	38.24		36.98	38.64	39.01	
112	33.07	34.56	34.89		34.40	35.94	36.29		35.69	37.30	37.66		37.49	39.18	39.55		38.24	39.96	40.35	
114	34.46	36.01	36.36	39.63	35.85	37.47	37.83	41.23	37.21	38.89	39.26	42.80	39.09	40.85	41.24	44.95	39.87	41.67	42.06	45.85
114J	34.96	36.51	36.86	40.13	36.35	37.97	38.33	41.73	37.71	39.39	39.76	43.30	39.59	41.35	41.74	45.45	40.37	42.17	42.56	46.35
114W	34.96	36.51	36.86	40.13	36.35	37.97	38.33	41.73	37.71	39.39	39.76	43.30	39.59	41.35	41.74	45.45	40.37	42.17	42.56	46.35
114M	35.46	37.01	37.36	40.63	36.85	38.47	38.83	42.23	38.21	39.89	40.26	43.80	40.09	41.85	42.24	45.95	40.87	42.67	43.06	46.85
124	34.98	36.55	36.90		36.37	38.00	38.37		37.73	39.43	39.80		39.60	41.39	41.78		40.39	42.20	42.61	
124J	35.48	37.05	37.40		36.87	38.50	38.87		38.23	39.93	40.30		40.10	41.89	42.28		40.89	42.70	43.11	
124M	35.98	37.55	37.90		37.37	39.00	39.37		38.73	40.43	40.80		40.60	42.39	42.78		41.39	43.20	43.61	
115	36.00	37.62	37.98	41.40	37.46	39.15	39.52	43.08	38.87	40.62	41.01	44.71	40.81	42.65	43.06	46.94	41.64	43.51	43.93	47.88
115J	36.50	38.12	38.48	41.90	37.96	39.65	40.02	43.58	39.37	41.12	41.51	45.21	41.31	43.15	43.56	47.44	42.14	44.01	44.43	48.38
115M	37.00	38.62	38.98	42.40	38.46	40.15	40.52	44.08	39.87	41.62	42.01	45.71	41.81	43.65	44.06	47.94	42.64	44.51	44.93	48.88
116	37.78	39.48	39.86		39.32	41.09	41.49		40.80	42.64	43.05		42.87	44.80	45.23		43.73	45.70	46.13	
116LST																	43.86			
116J	38.28	39.98	40.36		39.82	41.59	41.99		41.30	43.14	43.55		43.37	45.30	45.73		44.23	46.20	46.63	
116M	38.78	40.48	40.86		40.32	42.09	42.49		41.80	43.64	44.05		43.87	45.80	46.23		44.73	46.70	47.13	
116 CHPL																				51.01
116L																	45.00			
117HL																	45.50			
117PL																	46.09			
117CL																	47.36	49.49		
117EL																	49.24			

Effective Year 3: 4%

Level	Step A				Step B				Step C				Step D				Step E			
	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP
104	22.38	23.39	23.61		25.86	27.02	27.28		26.66	27.86	28.12		28.00	29.26	29.54		28.55	29.83	30.12	
145	22.26	23.26	23.48		25.72	26.88	27.14		26.51	27.71	27.97		27.85	29.11	29.38		28.40	29.68	29.96	
105	22.93	23.96	24.19		26.50	27.70	27.96		27.31	28.53	28.81		28.69	29.98	30.27		29.24	30.56	30.85	
155	25.76	26.92	27.17		26.83	28.03	28.30		27.72	28.97	29.24		29.09	30.40	30.69		29.67	31.00	31.30	
106	26.83	28.03	28.30		27.81	29.06	29.34		28.74	30.04	30.32		30.18	31.54	31.84		30.79	32.18	32.49	
106CS	27.10	28.31	28.59		28.09	29.35	29.63		29.03	30.34	30.63		30.48	31.85	32.16		31.10	32.50	32.81	
107	27.89	29.14	29.42		29.13	30.44	30.74		30.17	31.53	31.83		31.68	33.11	33.43		32.32	33.77	34.10	
108	29.27	30.58	30.88		30.31	31.68	31.98		31.48	32.90	33.22		33.05	34.54	34.87		33.71	35.23	35.57	
108CS	29.56	30.89	31.19		30.62	31.99	32.30		31.80	33.23	33.55		33.39	34.89	35.22		34.05	35.58	35.92	
109	30.34	31.70	32.00		31.77	33.20	33.52		33.05	34.54	34.87		34.70	36.27	36.61		35.38	36.98	37.33	
109J	30.84	32.20	32.50		32.27	33.70	34.02		33.55	35.04	35.37		35.20	36.77	37.11		35.88	37.48	37.83	
109M	31.34	32.70	33.00		32.77	34.20	34.52		34.05	35.54	35.87		35.70	37.27	37.61		36.38	37.98	38.33	
111	32.92	34.40	34.73	37.86	34.25	35.79	36.13	39.38	35.54	37.14	37.49	40.87	37.32	39.00	39.37	42.92	38.08	39.79	40.17	43.79
111CS	33.25	34.75	35.08		34.59	36.15	36.49		35.89	37.51	37.87		37.69	39.39	39.77		38.46	40.19	40.58	
112	34.39	35.94	36.28		35.77	37.38	37.74		37.12	38.79	39.16		38.99	40.75	41.14		39.77	41.56	41.96	
114	35.84	37.45	37.81	41.22	37.29	38.97	39.34	42.88	38.70	40.44	40.83	44.51	40.65	42.48	42.89	46.75	41.47	43.33	43.75	47.69
114J	36.34	37.95	38.31	41.72	37.79	39.47	39.84	43.38	39.20	40.94	41.33	45.01	41.15	42.98	43.39	47.25	41.97	43.83	44.25	48.19
114W	36.34	37.95	38.31	41.72	37.79	39.47	39.84	43.38	39.20	40.94	41.33	45.01	41.15	42.98	43.39	47.25	41.97	43.83	44.25	48.19
114M	36.84	38.45	38.81	42.22	38.29	39.97	40.34	43.88	39.70	41.44	41.83	45.51	41.65	43.48	43.89	47.75	42.47	44.33	44.75	48.69
124	36.37	38.01	38.38		37.82	39.52	39.90		39.24	41.00	41.40		41.19	43.04	43.45		42.00	43.89	44.31	
124J	36.87	38.51	38.88		38.32	40.02	40.40		39.74	41.50	41.90		41.69	43.54	43.95		42.50	44.39	44.81	
124M	37.37	39.01	39.38		38.82	40.52	40.90		40.24	42.00	42.40		42.19	44.04	44.45		43.00	44.89	45.31	
115	37.44	39.13	39.50	43.06	38.96	40.71	41.10	44.80	40.43	42.25	42.65	46.49	42.45	44.36	44.78	48.81	43.30	45.25	45.69	49.80
115J	37.94	39.63	40.00	43.56	39.46	41.21	41.60	45.30	40.93	42.75	43.15	46.99	42.95	44.86	45.28	49.31	43.80	45.75	46.19	50.30
115M	38.44	40.13	40.50	44.06	39.96	41.71	42.10	45.80	41.43	43.25	43.65	47.49	43.45	45.36	45.78	49.81	44.30	46.25	46.69	50.80
116	39.29	41.06	41.45		40.90	42.74	43.15		42.44	44.34	44.77		44.59	46.59	47.04		45.48	47.52	47.98	
116LST																	45.61			
116J	39.79	41.56	41.95		41.40	43.24	43.65		42.94	44.84	45.27		45.09	47.09	47.54		45.98	48.02	48.48	
116M	40.29	42.06	42.45		41.90	43.74	44.15		43.44	45.34	45.77		45.59	47.59	48.04		46.48	48.52	48.98	
116 CHPL																				53.05
116L																	46.80			
117HL																	47.32			
117PL																	47.93			
117CL																	49.26	51.47		
117EL																	51.21			

Effective Year 4: 4%

Level	Step A				Step B				Step C				Step D				Step E			
	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP
104	23.28	24.32	24.56		26.89	28.10	28.37		27.72	28.97	29.25		29.12	30.43	30.72		29.69	31.02	31.32	
145	23.15	24.19	24.42		26.75	27.96	28.22		27.58	28.82	29.09		28.97	30.27	30.56		29.53	30.86	31.16	
105	23.84	24.92	25.16		27.56	28.80	29.08		28.40	29.68	29.96		29.83	31.18	31.48		30.41	31.78	32.09	
155	26.79	27.99	28.26		27.90	29.16	29.43		28.83	30.12	30.41		30.25	31.61	31.92		30.85	32.24	32.55	
106	27.90	29.16	29.43		28.92	30.22	30.51		29.89	31.24	31.54		31.39	32.80	33.11		32.02	33.47	33.79	
106CS	28.18	29.45	29.73		29.21	30.52	30.82		30.19	31.55	31.85		31.70	33.13	33.44		32.34	33.80	34.12	
107	29.00	30.31	30.60		30.30	31.66	31.96		31.38	32.79	33.10		32.95	34.43	34.76		33.61	35.12	35.46	
108	30.44	31.81	32.11		31.53	32.95	33.26		32.74	34.22	34.54		34.38	35.92	36.27		35.06	36.64	36.99	
108CS	30.74	32.13	32.43		31.84	33.27	33.59		33.07	34.56	34.89		34.72	36.28	36.63		35.41	37.00	37.36	
109	31.55	32.97	33.28		33.04	34.53	34.86		34.38	35.92	36.27		36.09	37.72	38.08		36.80	38.45	38.82	
109J	32.05	33.47	33.78		33.54	35.03	35.36		34.88	36.42	36.77		36.59	38.22	38.58		37.30	38.95	39.32	
109M	32.55	33.97	34.28		34.04	35.53	35.86		35.38	36.92	37.27		37.09	38.72	39.08		37.80	39.45	39.82	
111	34.24	35.78	36.12	39.37	35.62	37.22	37.58	40.96	36.96	38.62	38.99	42.50	38.81	40.56	40.95	44.64	39.60	41.38	41.78	45.54
111CS	34.58	36.14	36.48		35.97	37.59	37.95		37.33	39.01	39.38		39.20	40.97	41.36		40.00	41.80	42.20	
112	35.77	37.38	37.73		37.20	38.88	39.25		38.61	40.34	40.73		40.55	42.38	42.78		41.36	43.22	43.64	
114	37.27	38.95	39.32	42.86	38.78	40.52	40.91	44.60	40.25	42.06	42.46	46.29	42.28	44.18	44.60	48.62	43.12	45.07	45.50	49.59
114J	37.77	39.45	39.82	43.36	39.28	41.02	41.41	45.10	40.75	42.56	42.96	46.79	42.78	44.68	45.10	49.12	43.62	45.57	46.00	50.09
114W	37.77	39.45	39.82	43.36	39.28	41.02	41.41	45.10	40.75	42.56	42.96	46.79	42.78	44.68	45.10	49.12	43.62	45.57	46.00	50.09
114M	38.27	39.95	40.32	43.86	39.78	41.52	41.91	45.60	41.25	43.06	43.46	47.29	43.28	45.18	45.60	49.62	44.12	46.07	46.50	50.59
124	37.83	39.53	39.91		39.34	41.11	41.50		40.81	42.64	43.05		42.83	44.76	45.19		43.68	45.65	46.08	
124J	38.33	40.03	40.41		39.84	41.61	42.00		41.31	43.14	43.55		43.33	45.26	45.69		44.18	46.15	46.58	
124M	38.83	40.53	40.91		40.34	42.11	42.50		41.81	43.64	44.05		43.83	45.76	46.19		44.68	46.65	47.08	
115	38.94	40.69	41.08	44.78	40.52	42.34	42.75	46.60	42.05	43.94	44.36	48.35	44.14	46.13	46.57	50.77	45.04	47.06	47.51	51.79
115J	39.44	41.19	41.58	45.28	41.02	42.84	43.25	47.10	42.55	44.44	44.86	48.85	44.64	46.63	47.07	51.27	45.54	47.56	48.01	52.29
115M	39.94	41.69	42.08	45.78	41.52	43.34	43.75	47.60	43.05	44.94	45.36	49.35	45.14	47.13	47.57	51.77	46.04	48.06	48.51	52.79
116	40.87	42.70	43.11		42.53	44.45	44.87		44.13	46.12	46.56		46.37	48.46	48.92		47.30	49.42	49.90	
116LST																	47.44			
116J	41.37	43.20	43.61		43.03	44.95	45.37		44.63	46.62	47.06		46.87	48.96	49.42		47.80	49.92	50.40	
116M	41.87	43.70	44.11		43.53	45.45	45.87		45.13	47.12	47.56		47.37	49.46	49.92		48.30	50.42	50.90	
116 CHPL																				55.17
116L																	48.67			
117HL																	49.21			
117PL																	49.85			
117CL																	51.23	53.53		
117EL																	53.26			

Effective Year 5: 4%

Level	Step A				Step B				Step C				Step D				Step E			
	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP	Base	4.5% SD	5.5% SD	15% HP
104	24.21	25.30	25.54		27.97	29.23	29.51		28.83	30.13	30.42		30.28	31.64	31.95		30.88	32.27	32.57	
145	24.08	25.16	25.40		27.82	29.08	29.35		28.68	29.97	30.26		30.12	31.48	31.78		30.72	32.10	32.40	
105	24.80	25.91	26.16		28.67	29.96	30.24		29.53	30.86	31.16		31.03	32.42	32.73		31.63	33.05	33.37	
155	27.86	29.11	29.39		29.02	30.32	30.61		29.98	31.33	31.63		31.46	32.88	33.19		32.09	33.53	33.85	
106	29.02	30.32	30.61		30.08	31.43	31.73		31.09	32.49	32.80		32.64	34.11	34.44		33.31	34.80	35.14	
106CS	29.31	30.62	30.92		30.38	31.74	32.05		31.40	32.81	33.13		32.97	34.45	34.78		33.64	35.15	35.49	
107	30.16	31.52	31.82		31.51	32.93	33.24		32.63	34.10	34.43		34.27	35.81	36.15		34.96	36.53	36.88	
108	31.65	33.08	33.40		32.79	34.26	34.59		34.05	35.59	35.93		35.75	37.36	37.72		36.46	38.10	38.47	
108CS	31.97	33.41	33.73		33.12	34.61	34.94		34.39	35.94	36.28		36.11	37.73	38.10		36.83	38.48	38.85	
109	32.81	34.29	34.62		34.37	35.91	36.26		35.75	37.36	37.72		37.54	39.22	39.60		38.27	39.99	40.38	
109J	33.31	34.79	35.12		34.87	36.41	36.76		36.25	37.86	38.22		38.04	39.72	40.10		38.77	40.49	40.88	
109M	33.81	35.29	35.62		35.37	36.91	37.26		36.75	38.36	38.72		38.54	40.22	40.60		39.27	40.99	41.38	
111	35.61	37.21	37.57	40.95	37.04	38.71	39.08	42.60	38.44	40.17	40.55	44.20	40.37	42.18	42.59	46.42	41.19	43.04	43.45	47.36
111CS	35.96	37.58	37.94		37.41	39.10	39.47		38.82	40.57	40.96		40.77	42.61	43.01		41.60	43.47	43.89	
112	37.20	38.87	39.24		38.69	40.43	40.82		40.15	41.96	42.36		42.17	44.07	44.49		43.02	44.95	45.38	
114	38.76	40.51	40.90	44.58	40.33	42.15	42.55	46.38	41.86	43.74	44.16	48.14	43.97	45.95	46.39	50.57	44.85	46.87	47.32	51.58
114J	39.26	41.01	41.40	45.08	40.83	42.65	43.05	46.88	42.36	44.24	44.66	48.64	44.47	46.45	46.89	51.07	45.35	47.37	47.82	52.08
114W	39.26	41.01	41.40	45.08	40.83	42.65	43.05	46.88	42.36	44.24	44.66	48.64	44.47	46.45	46.89	51.07	45.35	47.37	47.82	52.08
114M	39.76	41.51	41.90	45.58	41.33	43.15	43.55	47.38	42.86	44.74	45.16	49.14	44.97	46.95	47.39	51.57	45.85	47.87	48.32	52.58
124	39.34	41.11	41.51		40.91	42.75	43.16		42.44	44.35	44.77		44.55	46.55	47.00		45.43	47.47	47.93	
124J	39.84	41.61	42.01		41.41	43.25	43.66		42.94	44.85	45.27		45.05	47.05	47.50		45.93	47.97	48.43	
124M	40.34	42.11	42.51		41.91	43.75	44.16		43.44	45.35	45.77		45.55	47.55	48.00		46.43	48.47	48.93	
115	40.50	42.32	42.73	46.57	42.14	44.03	44.46	48.46	43.73	45.70	46.13	50.29	45.91	47.98	48.43	52.80	46.84	48.95	49.41	53.86
115J	41.00	42.82	43.23	47.07	42.64	44.53	44.96	48.96	44.23	46.20	46.63	50.79	46.41	48.48	48.93	53.30	47.34	49.45	49.91	54.36
115M	41.50	43.32	43.73	47.57	43.14	45.03	45.46	49.46	44.73	46.70	47.13	51.29	46.91	48.98	49.43	53.80	47.84	49.95	50.41	54.86
116	42.50	44.41	44.84		44.23	46.23	46.67		45.90	47.96	48.42		48.22	50.39	50.88		49.19	51.40	51.89	
116LST																	49.33			
116J	43.00	44.91	45.34		44.73	46.73	47.17		46.40	48.46	48.92		48.72	50.89	51.38		49.69	51.90	52.39	
116M	43.50	45.41	45.84		45.23	47.23	47.67		46.90	48.96	49.42		49.22	51.39	51.88		50.19	52.40	52.89	
116 CHPL																				57.37
116L																	50.62			
117HL																	51.18			
117PL																	51.84			
117CL																	53.28	55.67		
117EL																	55.39			

Memorandums of Agreements to be Included in 2024-2025 Agreement:

Memorandum of Agreement 1

Parties agree to create a new job classification for a “stationary engineer operator – watch” to incorporate the current four stationary engineer operators on watch and the (1) auxiliary stationary engineer. The rate for this new classification will be \$0.50 higher than the rate for the stationary engineer operator designated not on watch. Stationary beginner operator are currently classified at Level 114 and entry rate of \$28.66. The creation of this new classification will not change the terms or conditions set forth in the parties MOA re: Central Heat Plant signed in 2012, and amended July 2016.

Understandings and Agreements not to be included in the Contract

- The health plans offered to bargaining unit members shall have the same benefit design as the current faculty/staff health insurance plans (\$6 - \$30 – \$45 pharmacy and \$75 emergency room co-pays; office/specialist \$20/\$25).
- Equipment mechanic’s overtime will be considered in division 4.
- Employees may continue to participate in the annual “Staff Development Day” in accordance with the standards set forth by the University.

Side Letters of Agreement

A. Dining Services - Custodians

The University agrees that it shall not utilize employees on the 11 p.m. to 7a.m. Dining Services shift to circumvent or eliminate overtime that it posts pursuant to the current practice. Said employees shall be primarily responsible for providing custodial services to the University’s Dining Facilities. However, the Department reserves the right to deploy individuals assigned to the 11:00 p.m. to 7:00 a.m. shift to respond to emergencies, that is, situations that pose a safety hazard or, without immediate attention will likely result in property damage.

B. 11:00 p.m. to 7:00 a.m. shift

The parties agree to expand the custodial services in the University’s classrooms and laboratories by adding an 11:00p.m. to 7:00a.m. shift. The shift shall be implemented in the following manner and consistent with the following terms:

1. The shift shall commence on Sunday at 11:00 p.m. and end on Friday at 7:00 a.m. of each week;
2. Immediately following the execution of the parties’ successor agreement, the Department shall offer the incumbents of the assignments listed in Exhibit A (this document lists buildings and number of assignments that the department presently intends to convert to the 11:00 p.m. to 7:00 a.m. shift) the first opportunity to move to the 11:00p.m. to 7:00 a.m. shift in their current assignments;
3. The Department shall then offer the remaining 11:00 p.m. to 7:00 a.m. slots to all individuals currently assigned to the 4:00 a.m. to 12:00 p.m. shift that hold assignments not listed in Exhibit

A. Any such individual will be able to bump a less senior incumbent from an assignment listed in Exhibit A position on the 4:00 a.m. shift. The bumped employee, if he/she chooses, may remain on the 4:00 a.m. to 12:00 p.m. shift. The assignment that was held by the bumping employee on the 4 a.m. shift shall be offered to those who remain on the 4 a.m. shift based on seniority;

4. Thereafter, at the Department's sole discretion, if an employee leaves, for any reason, an assignment listed in Exhibit A, the position will be posted as an 11:00 p.m. to 7:00 a.m. vacancy;

5. If an employee on the 4:00 a.m. to 12:00 p.m. shift in an assignment/slot not listed in Exhibit A vacates his/her position, the Department shall post an 11:00 p.m. to 7:00 a.m. at an assignment listed in Exhibit A. The incumbent of the Exhibit A assignment will be given the option of remaining in his/her assignment on the 11:00 p.m. to 7:00 a.m. shift or being reassigned to the original 4:00 a.m. to 12:00 p.m. shift;

6. This provision shall not be construed as a minimum staffing provision. The University, consistent with its management rights, reserves the sole and ultimate discretion to set staffing levels.

C. Uniforms

Effective February 2007, the Department shall institute a uniform leasing/cleaning service. The parties shall discuss the terms of its implementation at their labor management committee meetings.

Side Letters of Agreement 2011

- The University agrees that it will not hold off making middle of the night calls for priority cleanups (such as vomit or blood spills) to save this work for the weekend cleanup shift. This does not mean these shifts might not have such cleanup duty – as in unreported or late reported situations.
- The Union has made a good faith representation that bargaining unit members will chip in during extreme emergencies by working out of classification if assigned to do so.
- The University agrees with the principle that, in general, Facilities Management will maintain buildings that are entirely dedicated to University use. The University will make these assessments, however, on a case by case basis. Factors including, but are not limited to, location, relation to the overall portfolio, size, type of operation, type of building, future use, etc., all come into play.
- Non-day shift employees may park in University lots at 4 pm rather than 5 pm during Summer Hours as designated by the University, but they must display the appropriate parking tag.
- The University and Union agree to meet and consider in good faith, position upgrades that are recommended by either party during the term of this Agreement.

Memorandum of Agreement

The parties mutually agree that during the term of the present Contract, all hours worked on actual holidays will be paid at the rate of time and one half to Central Heat Plant staff working on the rotating shift. Staff on the rotating shift will receive straight time rates for hours worked on the observed holiday.

Agreed to on this 24th day of November, 1999.

For the University:
James D. Coen

For the Union:
Karen McAninch

Memorandums of Agreement to include in the CBA 2011:

MOA1

January 5, 2011

The University and the United Service and Allied Workers – RI (“Union”) hereby agree to the following terms:

1. On or before June 1, 2011 all licensed Plumbers, including the Plumber-Leads, must be certified as testers for backflow preventers. New employees hired into licensed Plumber or Plumber-Lead positions must be certified as testers for backflow preventers within six months of completing their probationary period.
2. To assist with certifications/re-certifications the Department will be responsible for tracking and assigning backflow preventer testing work in an even, consistent manner in order to allow each employee to fulfill their respective minimum certification and re-certification work requirements. Employees who make good faith efforts to fulfill the recertification requirements through performing the minimum number of required backflow preventer tests but who are unable to do so will be given the opportunity to recertify through classroom training and testing.
3. The University will pay for all costs associated with licensed Plumbers’/Plumber-Leads’ certifications and re-certifications as testers for backflow preventers.
4. The job descriptions for the Plumber, Licensed/Backflow Preventer Certified and the Plumber–Lead, Backflow Preventer Certified will take effect effective upon the execution of this agreement. The revised job descriptions are attached hereto as Exhibit 1. The level for the Plumber, Licensed/Backflow Preventer Certified and the Plumber–Lead, Backflow Preventer Certified will be 124 and 126 respectively; the University will create these two additional levels, the salaries for which are detailed in the salary rate sheet attached hereto as Exhibit 2.
5. Commencing on January 9, 2011 all employees classified as Plumber, Licensed who are certified to perform backflow preventer testing will move into Plumber, Licensed/Backflow Preventer Certified positions, and Plumber, Leads who are certified to perform backflow preventer testing will move into Plumber–Lead, Backflow Preventer Certified positions. If at any time an employee is not certified to perform backflow preventer testing s/he will immediately move into a Plumber, Licensed position. The practice of offering a minimum number of backflow preventer testing assignments on an overtime basis shall be eliminated.
6. Nothing herein shall be construed to limit the University’s right to subcontract backflow preventer work pursuant to Article XVI of the parties’ collective bargaining agreement.

7. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union.
8. This Agreement shall not be introduced into any other forum for any reason at any time except for the enforcement of its terms.

MOA2

7. Except to respond to emergencies, that is, situations that pose a safety hazard or, without immediate attention, will likely result in property damage, individuals who voluntarily accept scheduled overtime assignments, or voluntarily accept an overtime assignment to provide custodial services at University events (e.g., basketball games and office parties) shall not be required to perform duties that are not related to the assignment.
8. The Union agrees to withdraw the grievance it filed on December 4, 2006 (Evergreen Overtime) with prejudice;

MOA3

July 9, 2008

The University and the United Service and Allied Workers – RI (“Union”) hereby agree to the following terms:

1. Upon the execution of this Agreement, the language in item 14 (“University Vehicles”) in the “Guidelines for Union Personnel” will be changed to:

14. University Vehicles

University-owned vehicles must be operated in a manner consistent with all Federal, State, Local and University regulations. Employees must always have a valid driver’s license with them when operating a vehicle. All employees that operate a University-owned or leased vehicles more than five times per year must successfully complete the Insurance Office-sponsored defensive driver training program. If, in the course of an employee’s duties, legal parking is not available near a building in which he/she must provide service, he/she must park in the nearest Brown University owned parking lot as designated (in blue and orange) on the Facilities Management parking map. Employees should park in a designated Brown parking lot even if requires unloading passengers, supplies, and/or equipment at the job site prior to parking in the lot. When a spot in a nearby University parking area is unavailable, or when unloading equipment and/or supplies is unreasonable, employees may park in safe areas as designated (in red) on the Facilities Management parking map. Employees are responsible for reporting all moving violations and parking tickets received while using University-owned or leased vehicles. Employees are responsible for paying all moving violations received while using University-owned vehicles. Employees are responsible for paying all parking fines except in the following instances:

- the violation notice was issued by the Brown University Department of Public Safety while the vehicle was parked in a legitimate parking spot in a designated Brown University parking lot;
- the violation was issued while the vehicle was parked in a spot designated as safe on the Facilities Management parking map; and
- the violation was issued during the period of time while the driver was responding to an emergency and reported this to her/his supervisor. An emergency is defined as a situation that poses a safety hazard or, without immediate attention, will likely result in significant property damage.

2. The “Facilities Management Parking Map” referenced above will be placed in all University vehicles and be available by request to one’s Supervisor.
3. The Union agrees to withdraw the general policy grievance regarding the University vehicles parking provision (dated August 15, 2007) with prejudice.
4. Subject to its notice and bargaining obligations under the law, if any, the University reserves its right to amend Item 14 of the Guidelines and/or the Facilities Management Parking Map.
5. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union.
6. This Agreement shall not be introduced into any other forum for any reason at any time except for the enforcement of its terms.

MEMORANDUMS OF AGREEMENT TO INCLUDE IN THE CBA 2016:

MEMORANDUM OF AGREEMENT 1

The University and the United Service and Allied Workers – RI (“Union”) hereby agree to the following terms:

1. Both Watch and Non-Watch Stationary Engineer Operators assigned to the Central Heat Plant will follow a 12-hr. shift rotating schedule during the heating season. The first shift will run each day from 6:00 AM to 6:00 PM. Paid breaks on the first shift are 8:45 AM – 9:00 AM, noon – 12:30 PM and 3:15 – 3:30 PM. Paid breaks on the second shift are 8:45 PM – 9:00 PM, midnight – 12:30 AM and 3:15 AM – 3:30 AM. Stationary Engineer Mechanics assigned to the Central Heat Plant will follow an 8-hr. scheduled shift during the heating season. Two Stationary Engineer Mechanics will be assigned to the first shift 7:30 AM – 4:00 PM. One Auxiliary Stationary Engineer Operator will be assigned to a 12-hour shift, 7:30AM – 7:30PM, that will be similar to the Watch and Non-Watch Stationary Engineers in that there will be three days on duty one week and four days on duty the next. The days to be worked will be scheduled each week on consecutive days between Monday and Friday, inclusive, but will not always begin on the same day. Paid breaks on this shift will occur 10:45AM – 11:00AM, 2:00PM – 2:30PM, 5:45pm – 6:00PM. This position will be eligible for the 15% premium as detailed in Article XX of the CBA.
2. All deviations from the break schedule described in paragraph 1 must be pre-approved by management, or in the absence of access to a management representative the deviation must be pre-recorded in the shift log book. At no time is it acceptable to combine breaks (i.e. delaying the first break of the shift and later adding it to the second break in order to have a 45-minute break without prior approval from management.
3. For Watch and Non-Watch Stationary Engineer Operators at the Central Heat Plant, all breaks will ordinarily be “working breaks”. The term “working break” for the purposes of this Agreement shall mean that staff cease performing specific job-related duties and engage in break activities, but must remain on site and continue to pay attention to the facilities, respond to issues and resume duties in order to continue the safe and continuous operation of the CHP.
4. A Watch Stationary Engineer Operator assigned to the Central Heat Plant can request a non-working break. The term “non-working break” for the purposes of the agreement shall mean the employee can leave the site for the duration of his break. If approved, the Watch Engineer’s

responsibilities will be officially transferred to another qualified and available staff member to assume responsibility for the plant. At no time is it appropriate for the Watch Stationary Engineer Operator to leave the CHP without first being relieved by another qualified Stationary Engineer Operator.

5. During their entire 12-hour regularly scheduled shifts Watch and Non-Watch Stationary Engineer Operators will be paid their regular rate of pay, unless they have worked in excess of 40 hours during the pay period. Watch and Non-Watch Stationary Engineer Operators will be paid time and one half for hours worked over forty hours in any given pay cycle week.

6. Watch and Non-Watch Stationary Engineer Operators who continue working beyond their regularly scheduled 12-hour shift will be compensated as follows:

- A. One and one-half their regular straight time hourly rate of pay for the first four hours beyond their regular shift.
- B. Twice their regular straight time hourly rate of pay for hours worked in addition to the first four hours beyond their regular shift.

7. If coverage is needed to backfill a short term absence on a watch shift the following protocol will be used to secure qualified personnel:

A. The first priority is that the Non-Watch Stationary Engineer Operator assigned to the shift that coincides with the watch shift to be covered will work the watch shift. This employee cannot refuse this assignment except for verifiable overriding personal reasons. For callouts on Monday-Friday and in order to maintain full 24 hour CHP/Campus coverage, when it is necessary to backfill a short term absence of a Stationary Watch or Non-Watch Engineer Operator, a Stationary Engineer Mechanic or the Auxiliary Stationary Engineer Operator assigned to the shift most closely aligned to the shift needing coverage will be assigned the Stationary Non-Watch Engineer Operator's shift. If there is more than one Mechanic on that shift then management will use the evergreen list to determine who should be offered the assignment. Employees cannot refuse this assignment except for verifiable overriding personal reasons. In the event of a callout on the 12-hour shift that begins at 6AM and in order to fill the gap between 6AM-7:30AM when a covering Stationary Engineer Mechanic will begin her/his shift, a Stationary Engineer Operator on the previous shift will be offered the opportunity to stay an extra 1.5 hours according to evergreen guidelines. If the first Operator on the evergreen list refuses the assignment the second is required to accept it.

B. In the second priority for a weekday callout and the first priority for coverage for a weekend or holiday callout the shift will be offered to a Watch or Non-Watch Stationary Engineer Operator that is on her/his day off according to evergreen guidelines. These employees cannot refuse this assignment except for verifiable overriding personal reasons. If management is not able to secure coverage from a Stationary Engineer then the shift will be offered to Stationary Engineer Mechanics and the Auxiliary Stationary Engineer Operator according to evergreen guidelines. These employees cannot refuse this assignment except for verifiable overriding personal reasons.

C. In the third priority for a weekday callout (second priority for a weekend/holiday callout) the shift will be covered by the Stationary Engineer Lead. This employee cannot refuse this assignment except for verifiable overriding personal reasons.

D. If coverage is needed to backfill a long-term absence of a Watch Stationary Engineer Operator assigned to the watch crew of one week or more, the Non-Watch Stationary Engineer Operator on the same shift will automatically assume watch duties. This reassignment is mandatory and cannot

be refused. To cover a long-term absence of one week or more of a Non-Watch Stationary Engineer Operator who is back filling as a Watch Stationary Engineer Operator as described herein, or is on a long-term absence him- or herself, management may offer the 12- hour non-watch shift as a temporary reassignment to the Stationary Engineer Mechanics and the Auxiliary Stationary Engineer Operator. Level 111 employees accepting this temporary reassignment will remain Stationary Engineer Mechanics and not receive a grade base salary or title change. If more than one staff member is interested in the temporary reassignment, then management will assign the most senior qualified employee to the watch crew for the duration of the long-term absence. In the event that no qualified employee is interested in the reassignment management will assign the least senior qualified employee to the 12-hour non- watch shift for the duration of the long-term absence. This reassignment is mandatory and cannot be refused. While on this reassignment hours of work and compensation thereof will follow the stipulations put forth regarding Stationary Engineer Operators in paragraphs 1-3 and 5-6 of this agreement. If this reassignment is accepted by the Stationary Engineer Operator assigned to the 2PM-6AM shift then one of the Stationary Engineer Mechanics on the 7:30AM- 4PM shift will be temporarily reassigned to the 2PM-6AM shift. This reassignment will be offered to the Mechanic with the greatest seniority. If s/he refuses the other Stationary Engineer Mechanic is required to accept the reassignment.

8. Nothing herein shall be construed to limit the University's right to consider work requirements and schedule employees' vacations pursuant to Article XXVIII of the parties' collective bargaining agreement.

9. For holidays recognized by the collective bargaining agreement Stationary Engineer Operators and Stationary Engineer Mechanics assigned to the 12-hour shift will be paid 8 hours of holiday pay. Those that are required to work on a holiday will additionally be compensated for hours worked at time and one half.

10. Compensable time earned by Central Heat Plant staff assigned to the 12-hour shift will only be used during the time period outside of the heating season.

11. Stationary Engineer Operators that request entitlement time in lieu of working the shift will have their relevant entitlement time debited an amount equal to the hours they were scheduled to work. For example an employee scheduled to work a 12-hour watch shift who calls out sick or requests a vacation day will be debited 12 hours of sick or vacation time.

12. Management retains its right to make reasonable rules to assure orderly and effective work. For the purposes of this agreement this includes, but is not limited to, the start and end of the heating season, and the decision regarding how many and what type of employees are required to operate the CHP.

13. On the first working day after the designated end date for the Heating Season all Watch and Non-Watch Stationary Engineer Operators and Stationary Engineer Mechanics will revert back to an 8 hour daily schedule; 7:30 AM – 4:00 PM, Monday through Friday, with one Stationary Engineer Operator working the 11:00 PM – 7:00 AM overnight shift Sunday through Saturday. The Watch Rotation will resume at the designated start of the Heating Season, normally the last Sunday in September.

14. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union.

This Agreement shall not be introduced into any other forum for any reason at any time except for the enforcement of its terms.

MEMORANDUM OF AGREEMENT 2

1. The job description for the Groundworker–Lead classification will add the requirement of a valid Arborist's license as recognized and controlled by the State of Rhode Island. This requirement will not be imposed on employees currently in Groundworker-Lead classification, but any employee hired into that job classification after execution of this agreement will have to meet that requirement.
2. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union. It shall not be introduced into any forum, for any purpose, except to enforce its terms.

MEMORANDUM OF AGREEMENT 3

The University and the United Service and Allied Workers – RI (“Union”) hereby agree to the following terms:

1. When the University closes for emergency reasons and Management decides to use limited staff to maintain operations during the closure, Management will use a separate Emergency Closure list for each trades division by shift, when offering staff the opportunity to work during a closure. The list will include employees within a division and on a particular shift and will be organized by divisional seniority within each job classification. Based on job classification the employee with the highest seniority will be asked to work during the first University closure. Employees that decline the assignment will be tentatively skipped (see below) and the University will move to the next most senior employee, continuing this process until the assignment is filled. When there are not enough volunteers in a division to provide the minimum shift coverage (as determined by management) the assignment(s) will be filled by the last employees who are left on the list at the time of the closure. Certain circumstances may arise where management may have to go back to employees that declined the assignment earlier and require them to report to work. Thereafter during subsequent University closures Management will ask the next employee on each division’s list from where they left off from the previous closure and continue through the list as before until the assignment is filled, employees that were required to work the previous closure will be marked as such (as distinguished from those employees who were given a choice and accepted the assignment) so as to ensure that an employee cannot be placed in a required work assignment more than once in a division or shift’s rotation. Employees who accepted to work the closure assignment/s or who are required to report to work to cover the closure assignment/s and are unable to report in as agreed upon or required to, will be required to use entitlement time.
2. Management will determine the classification(s) and number of employees needed during each closure and will make every effort to coordinate staffing so that employees are performing their primary duties. This particularly applies to Division 3 where management will seriously consider including an Electrician in the closure staffing plan when including a Fire Alarm Specialist and/or a High Voltage Technician to support such events as potential power outages. Participation in the Animal Care Facility (ACF) program will be included as a prerequisite, and Management will have the right to require that one or more employees fully cleared to enter and work in ACF buildings according to the ACF protocol in each of the following divisions specifically consisting of Div 8 and/or Div 9 and/or Second Shift Staff personal, be offered the opportunity to report during the closure without regard to where they may stand on the emergency closure list. Management may also apply this clause to other trades’ divisions if there is a demonstrable anticipated need for ACF-certified workers.
3. During a closure where there are safety considerations, Management has the right to ask employees currently on site to remain beyond their shift to provide coverage in lieu of bringing in employees on the subsequent shift or having to resort to the recall system. Such time worked beyond an employee’s regular shift shall be charged to Evergreen, and where this extension of shift coverage is known in advance, selection to fill those shifts will be done by the Evergreen procedure (low hour). Employees who work

their regular shift and any overtime during the closure will be marked on both lists to ensure equalization between employees.

4. This memorandum of agreement does not apply to Division 7 Watch and Non-Watch Stationary Engineer Operators on the rotating shift during the heating season, but does apply to all other Division 7 staff. This memorandum also does not apply to the Grounds and Custodial Divisions.

5. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union. This Agreement shall not be introduced into any other forum for any reason at any time except for the enforcement of its terms.

MEMORANDUM OF AGREEMENT 4

Overtime-Evergreen Procedures

1. Overtime-Evergreen List and Refusal

Employees will provide one (1) reliable telephone number to be reached outside of normal working hours. Employees are responsible for maintaining a reliable telephone number in writing to their supervisor.

All overtime will be charged to the Overtime-Evergreen List. Employees will be charged for overtime offered and refused when asked to fulfill the assignment. A refusal may either be a direct or indirect decline to work. Indirect declines include not answering the phone, not answering an answering machine message, or otherwise being unavailable.

Overtime hours charged after a refusal will equal overtime hours worked by the person who accepts the assignment, except on recall, where it will be either a minimum of two (2) or four (4) hours, or actual hours worked, if greater

All overtime offered during any employee absence will be charged as a refusal. Employees who wish to be contacted for overtime assignments while on vacation must notify their supervisor verbally and electronically in writing before their planned time off. Employees who fail to communicate both verbally and electronically in writing will be charged all overtime hours offered during their absence as if the hours were refused.

2. Overtime-Evergreen hours will run perpetually and hours may not be crossed out. Hours may be reduced equally across the board for administrative purposes only, but will not be zeroed out without labor-management negotiation within each respective division.

3. Special Provisions for Custodial Division

- a. System implementation will be based on seniority.
- b. Supervisors will determine the classification (fully qualified employee) needed for the performance of the overtime job. Low-hour employees will have preference when multiple assignments need to be covered and will continue to have preference until overtime is equalized. Low-hour employees will also receive preference when projects or assignments may include overtime.
- c. Supervisors and designated management employees will maintain and update the overtime lists. Upon management's request, a division custodial shift assistant may assign and fulfill approved overtime work according to the procedures of this Article. Stewards may check the Overtime-Evergreen list and must present any possible errors to the Supervisor within forty-eight (48) hours of the occurrence of the alleged error.
- d. Employees who accept an overtime assignment but do not report to work will be charged three (3) times the hours for the overtime assignment or actual hours worked (triple-hour charge), whichever is

greater. Any misuse of this policy will be addressed and followed up with the chief steward.

- e. When overtime is mandatory at the end of an employee's regular shift and no one has volunteered to cover the overtime assignment, the least senior employee will be required to perform the overtime by area list. If there are two or more employees with the same amount of seniority, the lowest hour employee must perform the overtime. The union is responsible for providing the necessary workforce to fulfill required overtime assignments.
- f. Forty-eight (48) hours' notice is required to schedule employees to work overtime assignments, excluding emergency callback, snow list, and area overtime. If such notice is not given, no hours will be charged to employees who refuse the assignment. Also, no hours will be charged to employees who accept the overtime assignment. Snow, emergency callback, and area overtime lists do not require forty-eight hours' notice, and all overtime hours worked and refused will be charged to the employee.
- g. Overtime-Evergreen procedures do not apply to new employees who are still in their probationary period and temporary employees. However, probationary employees are not excluded when the overtime list is exhausted and the need for overtime remains. At the end of the probationary period, new employees will be given the average of the total overtime hours worked and refused within their division and job classification recorded during the probationary period.
- h. Multiple Overtime-Evergreen lists are available to current regular custodial employees based on four (4) shifts. All shift employees may only be on one Overtime-Evergreen list, except for emergency call back, the seasonal snow list, and the area overtime list. The available overtime lists are:
 - 1. Library Coverage – Includes Rockefeller Library, Science Library, Page-Robinson, Watson CIT, Medical Education and Ship Street, plus event coverage. This list is open to all shifts.
 - 2. Athletics Coverage – Includes, Pizzitola, OMAC, Aquatics/Nelson Fitness Center, Stephen Roberts Campus Student Center and 295 Lloyd Ave. This list is available to all shifts.
 - 3. Bookstore Coverage- This list is restricted.
 - 4. Infirmary / Manning Chapel – Wellness Center and Manning Chapel, plus event coverage. This list is available to all shifts.
 - 5. Weekend Dormitory Service is available to all shifts on weekends over the academic spring and fall semesters.
 - 6. Events - Coverage for the events beginning at 11 pm Friday, weekends and holidays. This list is available to second-shift employees only.
 - 7. Key Station 1 Event Coverage – Available to only Key Station 1 employees from Monday through Friday.
 - 8. Moves, Setup-Break Downs events are available to all shifts.
 - 9. Emergency Call Back Lists are available to all shifts.
 - 10. Snow List is available to all shifts.
 - 11. Area overtime is available to all shifts.
- i. Employees may not change their overtime lists during the fiscal year, which ends on June 30th, unless an employee moves to a new shift and becomes ineligible for the specific list they belonged to in their former shift. Before July 1st of each year, employees may change to another list by submitting a written request indicating the list on which they want to be placed. Once added to a requested list, an employee will receive the average of the total overtime hours charged to employees already on that list, plus the number of hours the employee has accumulated from their previous list, and will be trained on that new assignment. All requests to be added or moved from a list must be in writing and submitted to the employee's supervisor. Employees can also request removal from Evergreen lists at any time; such requests must be in writing and submitted to the employee's supervisor. All requested must be acknowledged in writing by the supervisor in order to be considered valid.
- j. Every year on July 1st, overtime hours may be reduced equally across the board for administrative purposes only.

4. Special Provisions for Trades, Grounds, and Stores Divisions

- a. System implementation will be based on low hours, and in the case of equal hours, priority will be given according to divisional seniority within job classifications.
- b. Supervisors will determine the classification(s) and number of employees needed for the overtime job to be performed. The low-hour person shall have preference when multiple assignments need to be covered and will continue to have preference until overtime is equalized to the next low-hour person. The low-hour person will be given preference when projects or assignments may include overtime, unless the overtime assignment is a legitimate continuation of work as defined below. Management reserves the right to determine that a division lead is required to fulfill an overtime assignment in addition to skilled and semi-skilled staff.

Continuation of work is defined as a situation where there is a legitimate, objective need for an employee to be offered an overtime assignment despite not being the low-hour person. For example, work that extends beyond an employee's normal shift into overtime hours will first be offered to those skilled employees already engaged in the job without regard to accumulated overtime hours; however, these overtime hours worked will be added to employee totals on the Overtime-Evergreen List. Being "engaged in the job" occurs when the skilled employee is actively performing the physical work associated with the assignment.

Another continuation of work example occurs when there is a break in the assignment (for example, work has been completed up to a point but cannot be completed without shutting down the building which must be done outside the employees' shift). In this situation, the skilled employee(s) who were engaged in the work on their regular shift will first be given the opportunity to do the overtime assignment as a legitimate continuation of work. Semi-skilled workers assisting skilled workers in the same situation may be offered continuation of work overtime on a case-by-case basis as determined by management.

Planning and scoping out projects and tasks during regular work hours for purposes of overtime work will not constitute an entitlement to that overtime assignment based on continuation of work.

- c. When employees accept scheduled overtime assignments and these assignments need to be rescheduled, management will first offer the rescheduled date to the employees who initially accepted the assignment, provided they are available and willing to work. If these employees are unable to work on the rescheduled date, the hours will be charged equal to those who initially refused, and the assignment will then be offered to employees according to these guidelines. If a scheduled overtime assignment is canceled for any reason, the hours added to the Overtime-Evergreen list for employees who accepted or refused the assignment will be deducted and the hours will be adjusted accordingly. Employees who accept overtime assignments but do not report to work for the assignment (no call, no show) will face a triple-hour charge. Patterns of abuse will be referred to the Chief Steward for further action.
- d. In mandatory overtime situations, the low-hour employee is required to perform the overtime by job classification. If there are two or more employees with the same number of low hours, then the least senior employee must perform the overtime. It is the union's responsibility to provide the workforce necessary to fulfill required overtime assignments.
- e. Overtime-Evergreen procedures do not apply to new employees who are still in their probationary period and temporary employees. However, probationary employees are not excluded when the overtime list is exhausted and the need for overtime remains. At the end of the probationary period, employees coming off probation will be given the same number of hours as the employee with the highest number of recorded hours in the employee's classification at that time, exclusive of the division leads.

- f. All employees within a division will be listed on their division's Overtime-Evergreen list. If an employee does not want to be considered for scheduled overtime, they must submit an electronic written request to their supervisor for approval. The request should specify the period (a minimum of thirty (30) days) during which the employee does not wish to work scheduled overtime. Recall overtime assignments are excluded and will not be approved. The employee's name will remain on the overtime list and will be charged as if overtime was refused.
 - g. The union and management agree to make good faith efforts to amicably resolve all Overtime-Evergreen issues not addressed in this document at the divisional level. Division specific issues may be negotiated between union leadership and senior management, and upon agreement, included as addendum(s) to this agreement.
5. Special Provisions for Central Heating Plant –MOA 1 (reference)
6. Special Provisions for Service Response:
- a. The system will be implemented utilizing seniority within job classifications within Service Response. The system of record shall remain the original version of the Evergreen spreadsheet.
 - b. All overtime will be charged to the Evergreen spreadsheet. Employees will be charged for overtime, which is offered and refused, and those hours are to be recorded in the Evergreen spreadsheet, in the slot allotted for the actual date of the scheduled overtime assignment. A refusal may either be a direct or indirect decline of the job. Indirect declines include not answering the phone, not answering voicemail or text message or otherwise being unavailable. An employee will continue to be offered overtime hours and charged refusal hours while on vacation. A staff member will not be offered or charged refusal for hours that are offered due to their own absences of less than 5 consecutive days. An employee on vacation can make it known to their supervisor prior to the scheduled time off that s/he is available for overtime assignments during the vacation period. Such requests must be made in writing and indicate the specific days during the vacation for which the employee will be able to work overtime. Furthermore, it is the responsibility of the employee on vacation to inform the Supervisor during the vacation period to ensure that s/he will be considered for overtime assignments. Employees will not be offered nor charged for overtime assignments that may arise when on unpaid leave. The length of a leave is defined as the period of time from the moment the employee last worked before the start of the leave to the moment of her/his return.
 - c. Employees whose regular assigned shift is the shift being offered for overtime, and, therefore, not eligible for the overtime, will have an equal number of refusal hours added to said employee's evergreen balance for those shifts that are being offered.
 - d. Employees who return to work after any absence (paid or unpaid) of 5 consecutive days or more will have their total hours adjusted so that they equal the average number of hours worked and refused within the division that was recorded during the absence.
 - e. Supervisors will determine the classification(s) and number of employees needed for the overtime assignment to be performed. The low-hour person shall have preference when multiple assignments need to be covered and will continue to have preference until overtime is equalized to the next low hour person. The low-hour person will be given preference when projects or assignments may include overtime, unless the overtime assignment is a legitimate continuation of work as defined below.
 - f. Continuation of work is defined as a situation where there is a legitimate objective need for an employee to be offered an overtime assignment despite not being the low-hour person. For example, work which extends beyond an employee's normal shift into overtime hours will first be offered to those skilled employees already engaged in the job without regard to accumulated overtime hours;

however, these overtime hours worked will be added to employee totals on the Evergreen List. Being “engaged in the job” is defined as the skilled employee actively performing the physical work associated with the assignment. Planning and scoping projects and tasks during regular hours for work to be completed on overtime does not constitute an entitlement to that overtime assignment based on continuation of work.

- g. When a scheduled OT assignment is canceled for any reason, the hours added to the evergreen list for those employees that accepted or refused the assignment will be deducted and the hours will be readjusted to reflect the change moving forward.
- h. Supervisors or other management-designated personnel will maintain the list Evergreen list electronically daily and are responsible for assigning overtime work according to established guidelines. The Evergreen will be available for electronic viewing by members of Service Response.
- i. Planned overtime is not to be offered to staff and recorded on the Evergreen more than 30 days in advance. If the overtime request is submitted less than 30 days, the overtime is offered upon receipt of request. Once overtime has been offered for specific coverage (except for coverage needed less than 48 hours), the overtime assignment will be filled within 48 hours. If an employee does not respond to an overtime request within 48 hours, the employee will be charged with a refusal. Employees will be notified of overtime requests via email. If an employee is off shift, a text message will be used to notify the employee that an overtime request has been sent via email and to reply to the email if they are interested in an overtime assignment. Assuming management has fulfilled its daily electronic posting obligation as detailed in item 8 it is incumbent upon union personnel to check the Evergreen list and to be responsible for notifying their divisional steward or any available steward of any possible errors in the assigning of overtime. That representing steward must present any possible errors to the Supervisor within 48 hours of the occurrence of the alleged error.
- j. Overtime hours charged after a refusal will equal overtime hours worked by the person who accepts the assignment, except on recall, where it will be either a minimum of 2 or 4 hours or actual hours worked, if greater.
- k. In mandatory overtime situations, the low-hour employee is required to perform the overtime. If there are two or more employees with the same number of low hours, then the least senior employee must perform the overtime. Mandatory overtime will be specifically itemized to ensure that an employee cannot be placed in a mandatory work assignment more than once in a division’s rotation. No individual employee can refuse the assignment except for overriding personal considerations. An employee can use personal overriding circumstance up to 3 times in a calendar year. Any subsequent use of personal overriding circumstance may be subject to discipline.
- l. Evergreen does not apply to employees who are still in their probationary period and temporary employees. However, probationary and temporary employees are not excluded when the overtime list is exhausted, and overtime still exists. At the end of the probationary period employees coming off probation will be given the same number of hours as the employee with the highest number of recorded hours in the employee’s classification at that time. Additionally, employees transferring to a new shift while retaining the same job title will also be given the same number of hours as the employee with the highest number of recorded hours in the employee’s classification at that time.
- m. Overtime will continue to run, and hours may not be crossed out. Hours may be reduced equally across the board for administrative purposes only but will not be zeroed out without labor-management negotiation.
- n. The Union and Management agree to make good faith efforts to amicably resolve all Evergreen issues at the divisional level that are not addressed in this document.