

COLLECTIVE BARGAINING AGREEMENT

Between

BROWN UNIVERSITY

AND

UNITED SERVICE AND ALLIED WORKERS - RI

DINING SERVICES UNIT

November 1, 2021 to November 1, 2024  
Providence, Rhode Island

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THIS AGREEMENT made as of this 1<sup>st</sup> day of November 2021, by and between BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND, AND PROVIDENCE PLANTATIONS, 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 1.  
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 employees of Brown University who are engaged in its food service operations located at Sharpe Refectory, Verney-Woolley, Blue Room, Andrews Commons, Josiah's, School of Engineering, Faculty Club and future student dining halls, and are employed in the job classifications set forth in Article XX of this Agreement, but excluding all other employees, student employees, office clerical employees, limited duration employees, professional employees, and all supervisors as defined by 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 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 insure 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 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 insure 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 Administrations responsibility to insure that employees and their representatives are free to exercise, in good faith, their rights pursuant to the Agreement. There shall be a Chief Stewards who shall have super seniority in regard to layoff and recall in provided they are capable of performing the available work. The Chief Steward shall have up to a maximum of four hours each month to confer with Union members on Union business during working hours.

The President of the Union, if employed in the Dining Services 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.

In addition to the Chief Steward, 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 Director of Labor Relations those employees appointed Chief Steward or Steward and the employees holding officer positions in the Union. Each Steward, other than the Chief Steward, 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.

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

The Union may appoint one Dining Services 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 PM shift in Dining Services 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.

The University agrees with the principle that, in general, Dining Services will use all best efforts to staff food operations with union employees. 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.

## **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 6 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 the 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.

*Limited Duration Employee Service Charge.* The University may hire a temporary employee for a duration of up to 560 hours. 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 3. Employment Management**

The parties agree that operation of the University, including supervision of the employees 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 on the tenth business day following the close of each month, the names of newly hired employees, their addresses, ~~social security numbers~~, 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 Dining Services.

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 4. Seniority**

A seniority listing by job classification 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 his/her job family provided that he/she is then qualified to perform that job, or in the event no such open job exists, he/she shall be permitted to exercise his/her seniority in the job family to replace the least senior employee in his/her job family provided that he/she is then qualified to perform the job of the least senior employee. Such replaced employee shall then be removed from the job family.

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 job family seniority), he/she shall be the employee removed from the department.

- b) An employee removed from a job family in accordance with (a) above, shall be permitted to exercise his/her seniority obtained in another job family to displace any junior employee (in terms and in the inverse order of seniority) in such job family, provided that he/she is then qualified to perform the job of such displaced employee.
- c) Any employee so displaced from his/her job in accordance with (b) above, shall be permitted to exercise his/her seniority obtained in another job family to displace any junior employee (in terms and in the inverse order of job family seniority) in such job family, provided that he/she is then qualified to perform the job of such displaced employee. This procedure shall be continued until the least senior employee (in terms of job family seniority) is laid-off.
- d) In the event an employee removed from the job family in accordance with (a) above possesses neither the qualifications nor the seniority to displace another employee in accordance with (b) above, he/she will be allowed to bump laterally or to a lower level position he/she is qualified to perform based on 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 job family 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 20 working days.

- g) For the purposes of the foregoing provisions, "job families" and "job classifications" included therein are as follows: Food Production (Kitchen), Bake Shop, Receiving/Storing/Trucking, Cashier/checker/Clerk, Catering Coordinator, Banquet Captains, Food Service Worker, Dining Room Server (all).

*B. Expansion in the Workforce*

1. Laid-off or displaced employees will be recalled to job classifications in accordance with their job family 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 work force, 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 of extenuating circumstances that results in a lack of work for five or more employees in the bargaining unit, and as a last resort to address University operational needs existing at the time, the University may temporarily relocate impacted employees to alternative work locations (both within and outside Dining Services) and/or temporarily implement a shift schedule re-bid. When it has been established that the extenuating circumstances no longer exist, the University shall return impacted employees back to their former positions and/or scheduled shifts that they maintained prior to the implementation of the work relocation and/or shift rebid.

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, his/her 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 modified by Article XX), vacation and sick time, their initial date of hire.

A break in service (layoff) of less than 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 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 employees 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 two (2) 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 held within five (5) working days after having been requested and answered within five (5) 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 fifteen (15) 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 fifteen (15) 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 three (3) working days after having been requested, unless mutually agreed otherwise.
- b. The University's answer in Step 3 will be given within three (3) 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. Anti-Discrimination**

There shall be no discrimination against any employee by reason of race, color, creed, sex, age, national origin, physical or mental disability, sexual orientation or Union membership. The Employer and the Union affirm their joint opposition to any such discriminatory practices in connection with discipline, promotion, training and/or any other matter related to the workplace.

#### **Article 8. 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.

In addition to the foregoing, it is agreed that a referral plan for promotion and permanent transfers shall be maintained, for consideration by the University in the event a vacancy occurs that can be filled by promotion or permanent transfer. The University however, may fill all such vacancies irrespective of said referral plan. Referral cards for employees seeking promotions or permanent transfers will be made available through the Union Stewards and University's Human Resources Department.

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 former position and "temporary" is defined as expectation of returning to former position upon completion of assignment.

All permanent bargaining unit job vacancies in the workforce which the University intends to fill will be posted in a timely manner on the employee bulletin boards throughout the University for a period of five (5) working days. Management will post a notice if the status of a posted position changes. The postings will list promotions, 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 15-day 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. However, the University will recognize the seniority principle with respect to filling vacancies within the bargaining unit. 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 six (6) months where there is reasonable assurance that the employee will be returning within that period.

The University will give notice to the Union of its intent to not fill a permanent position at the parties' monthly labor/management meetings.

The University shall also post permanent shift changes if the start time of the new shift is moved before or after 10:00 a.m. and/or if the days off of the shift are changed.

It is the University's intent to make training and schooling available on an equal basis to qualified candidates, when offered. When the number of opportunities is limited, seniority will be given consideration, unless not practical for business reasons.

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

*1. Probationary Periods.* A six month probationary period shall apply to all employees covered by this agreement except as noted below.

An employee who rolls-over in the same classification from the limited duration payroll to a regular job will have time spent on the limited duration payroll counted toward the 6 month probationary period. In any event any employee must serve a minimum 3 month probation to be a regular employee. The term "regular employee" as used throughout the collective bargaining agreement shall be defined as an employee who has completed his/her initial 3 to 6 month probationary period upon hire.

If a unit employee is promoted or transferred, that employee shall serve a three month probationary period in the new job. 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.

The University, upon notice to the Union may extend an employee's probationary period for a period no longer than thirty (30) days and during such extension period the employee will remain a probationary employee for purposes of this Agreement. 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 16 grievance procedures set forth in this Agreement. However, at least once a month during the probation period an employee shall be apprised 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 his or her 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 who shall discuss the review with the employee and show the employee his or her performance



review sheet. 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.

*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 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 housekeeping rules that will eliminate hazards and make the food service area a safe and sanitary place to work. A copy of each accident report involving a bargaining unit member will be sent to the Union within 5 working days of report being filed. The University and the Union agree to continue the joint committee known as the Safety Committee. The Union may select representatives to the committee. This Committee shall meet monthly or as may be decided by the Committee for the purpose of maintaining and promoting maximum safety and working conditions. No more than one representative each from the Refectory, Verney-Wooley, and retail operations may attend the meeting at any one time.

The Committee shall:

1. Meet for the purpose of discussing safety problems and shall inspect plant locations to verify that adopted safety recommendations have been complied with.
2. Make recommendations for the correction of unsafe or harmful work practices.
3. Review all disabling industrial injuries and illnesses, investigate causes of same, and recommend rules and procedures for the prevention of accidents and occupational illness and for the promotion of the health and safety of the employees.
4. Recommend safety and health training for supervisors, union stewards, and employees to include specifics for particular jobs and buildings, both ongoing and for new hires.

Members of the Labor-Management Safety Committee when accompanied by a Management representative may at any time perform their duties as outlined in the article. Employees who are working shall notify their supervisor of the necessity 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. The University will upon request cooperate in furnishing the Safety Committee data and information concerning materials and substances used in the University, whenever possible.

All Safety Committee members will be issued a badge indicating they are members of the Safety Committee. This will enable employees to identify a Committee member during hours of employment. 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 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 other available comparable work which the employee is qualified to perform. If said 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 process 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.

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 Administrative Offices of the University are closed due to stormy weather will receive compensable time off in an amount equal to the number of hours worked during the closing, provided further that hours worked and paid at time and one-half or double time will entitle an employee to compensable time of equal value. Employees unable to report for work will not receive pay per se. Employees may elect to receive pay in lieu of comp time if a State of Emergency is declared by the Governor of Rhode Island.

*D. 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 eighty one hundredths of one percent (1 .81%) of the average monthly compensation received (based on best five years) multiplied by the employees total number of

years of credited service. Effective on January 1, 2024, the retirement multiplier shall be increased to 1.82%.

An employee whose combination of age and credited service in the Food Services and Plant Operations Employees Pension Plan is equal to eighty (80) may retire. The retirement benefit will not be reduced per se by virtue of retiring under this 'rule of 80' provision.

An employee age 45 or older may request an estimate of their retirement benefit from the Pension Plan. The summary plan description will include beneficiary language to cover unmarried participants.

All present employees who are members of that Pension Plan shall continue to be members. All new employees covered by this Agreement shall be enrolled in that Pension Plan. Those employees covered by this Agreement who elected to continue participating in an annuity plan offered by the University with TIAA shall have the right of continuing to participate in such annuity plan by continuing to contribute a minimum of two (2) percent by weekly payroll deduction and the University shall continue its eight (8) percent contribution to TIAA/CREF.

The University will, in a timely manner, forward to the local Unions' Business Agent a list showing the name, type or benefit, retirement date, monthly benefit (or lump sum payment) and other pertinent information relating to an employee's retirement.

*E. 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.

*F. 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.

*G. 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 weeks 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.

H. *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 bereavement pay up to a maximum of five (5) working days, paid at the employee's regular pay for all regularly scheduled 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 generally 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 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 subdivision. 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 two months following a death in the immediate family as defined above, and the granting of such request will not be arbitrarily withheld. The employee must initially notify their supervisor when the death of the family member occurs.

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 days off with pay to attend the funeral or memorial service.

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 days off with pay to attend the funeral or memorial service.

Staff are permitted to take up to one day of paid bereavement time off to attend the funeral or memorial service of family members not listed above.

I. *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.

J. *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.

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

#### **Article 9. 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 the plan design is substantially comparable to the current plans.

If the University exercises its right to substitute or change carriers, it will provide notification to bargaining unit members by August 15 or as soon thereafter as possible but in no event later than the start of its annual open enrollment period. The University will use its best efforts to ensure that provider networks of new carriers include those providers currently covered by existing plans. The University will use its best efforts to negotiate a waiver of preexisting conditions clause for the members of the dropped plan.

An eligible full-time or part-time employee's share of the premium cost shall be automatically deducted on a pre-tax basis from his/her pay through payroll deduction. On October 31, 2015, full-time employees will pay 9% of the cost of the premium for the health plan selected. In the event a part-time employee elects to obtain a health plan, the part-time employee will pay one-half of the premium for the health plan elected through payroll deduction. For the purposes of this provision, the term "full-time" employee shall refer to employees scheduled to work 1300 hours per year or more per year; the term "part-time" employee shall refer to employees scheduled to work between 975 and 1299 hours per year. Any employee schedule to work fewer than 975 hours per year shall be responsible for the full cost of the premium for the health plan elected.

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 on a pre-tax basis 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 ([leave\\_admin@brown.edu](mailto:leave_admin@brown.edu)) 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.  
Employee Education Program**

Eligible union employees may receive tuition for courses in accordance with policies and practices of Brown's education program as revised from time-to-time by the University.

Brown University offers the Employee Education Program (EEP) benefit to eligible staff employees to help them meet their educational goals. This benefit provides financial assistance toward courses at Brown and outside of Brown.

**Article XIII.  
Tuition Aid Program (TAP)**

All eligible employees may participate in the University's Tuition Aid Program in accordance with policy and procedures established by the University. The program provides assistance in paying undergraduate tuition costs for dependent children of eligible employees. Natural or legally adopted dependent children of eligible employees must:

- Attend an institution eligible for federal Title IV grants;
- Be enrolled full-time in an undergraduate degree program; and
- Be in good standing, and make normal academic progress as defined by the institution they attend.

Employees will be taxed on tuition benefits according to IRS regulations. Tuition aid awarded by Brown will not exceed tuition costs for the institution.

#### *Counseling for Brown Admissions*

- A. Pre-application counseling - if a son or daughter of an employee expresses an interest in admission to counseling to supplement that provided by his or her high school, he or she should not hesitate to make an appointment with the Admissions officers.
- B. Pre-decision counseling - after the application of an employee's son or daughter is received, the employee or the applicant may wish to discuss the application and the student's college planning with the Admission Office. The Director of Admission is willing to counsel the students at this time and appointments may be arranged through the Office of Admissions.
- C. Financial Aid counseling - after the application of an employee's son or daughter is received, the University is willing to counsel the student and parents regarding financial aid. Appointments may be arranged through the Office of Admissions Director of Labor Relations. (moved under Article XIII Tuition Aid Program)

### **Article XIV Parental Leave**

Biological and adoptive parents that have one continuous year of employment at Brown and have worked at least 975 hours in the previous year are eligible to be absent for up to six weeks of parental leave with full pay.

This leave is available as of the date of birth of the child or date of placement for adoption.

This leave can be taken any time within the twelve-week period after the date of birth or placement for adoption, and the leave time away from work must be consecutive.

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.

### **Article XV. Unpaid Leaves of Absence**

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., Upon request by the University, the employee's treating health care provider must submit to the University any required medical documentation 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 University will require employees on disability leave to use their accrued sick leave, days starting immediately upon the commencement of the disability leave. After twelve (12) months of leave, consecutive or non-consecutive, within a twenty-four (24) month period, the University may terminate the employee. However, prior to the expiration of the initial leave, the employee may request an extension 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 must return to full-time working status from an unpaid disability leave before receiving any paid time-off balances that were accrued during the leave of absence. Abuse by an employee of disability leave shall be grounds for disciplinary action up to discharge. In the event that the University terminates an employee pursuant to this provision, it shall pay the employee for any unused accrued vacation time in their bank at the time of his/her termination.

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 the International, District Council and/or the 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 XV(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 in the same job classification as that most recently held by the employee, or in a position requiring similar or comparable skills if such a position is available. If such positions are not available, the University shall offer the employee the first available job opening covered by this Agreement either in the job classification most recently held by the employee, or in a position requiring such similar or comparable skills. Should the employee decline to return to his/her former position, or a vacancy in the job classification s/he most recently held, or a position of comparable or similar skills, the University's responsibilities to the employee shall cease.
- 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 (RIFMLA) 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 XV(A) or Article XV(C), whichever may be applicable.

Benefits will be continued in accordance with the Acts. The employee may choose to prepay their premium contributions by contacting University Benefits ([leave\\_admin@brown.edu](mailto:leave_admin@brown.edu)) 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.

Vacation and sick time shall continue to accrue during such leaves.

Upon return from either a RIFMLA 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 XVI. 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 XVII. Disciplinary Slips**

An employee will be entitled to receive a copy of any disciplinary slips placed in his or her file. A copy of such slips will be sent to the union, a copy of all written warnings shall be issued to the respective Chief Steward within in five (5) working days of the infraction. Upon request, an employee may look at his or her personnel file at any time in accordance with University policy. Written warnings are considered current and in effect for twelve (12) months, actually worked, from time of issuance. One day suspensions are considered current and in effect for twenty-four (24) months, actually worked, from time of issuance. 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.

The University will honor a bargaining unit member's request for union representation at disciplinary meetings at which the University intends to issue a verbal reprimand or greater discipline to the member.

**Article XVIII.  
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 XIX.  
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 ~~will~~ not affecting the remainder of the Agreement.

**Article XX.  
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 XXI.  
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 XXII.  
Classifications and Wage Rates**

The following classifications will apply during the life of this Agreement:

Level I	Food Service Worker
Level II	Baker's Helper
	Cashier/Checker/Clerk
	Cook's Helper
	Dining Room Server
Level III	Lead Food Service Worker
	Light Truck Driver/Receiver
	Cook
	Baker
	Lead Retail Associate
Level IV	Second Baker
	Second Cook
Level V	Catering Coordinator
Lead	Receiver
Level VI	First Baker
	First Cook
Level VII	Lead Baker
	Lead Cook
	Lead Meat Cutter

Wage rates for the above Levels shall be as follows:

2.75%	*FOOD SERVICES UNION RATE INCREASE 2021							
	Hire Yrs	6 Mon	2 Yrs	5 Yrs	7 Yrs	10 Yrs	15 Yrs	20 Yrs
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
201	18.00	18.50	20.31	21.04	21.70	22.37	23.14	24.65
202	19.64	20.33	21.12	21.82	22.59	23.33	24.13	25.70
203	20.33	21.12	21.85	22.70	23.46	24.36	25.13	26.77
204	21.66	22.43	23.32	24.19	25.03	25.90	26.84	28.58
205	22.60	23.48	24.41	25.45	26.35	27.42	28.40	30.25
206	23.48	24.41	25.53	26.53	27.56	28.57	29.64	31.57
207	25.54	26.71	27.71	29.11	30.19	31.25	32.33	34.44

Effective November 2, 2021

2.50%	*FOOD SERVICES UNION RATE INCREASE 2022							
	Hire Yrs	6 Mon	2 Yrs	5 Yrs	7 Yrs	10 Yrs	15 Yrs	20
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
201	18.45	18.96	20.82	21.57	22.25	22.92	23.72	25.26
202	20.13	20.84	21.65	22.37	23.15	23.92	24.74	26.34
203	20.84	21.65	22.40	23.26	24.05	24.97	25.76	27.44
204	22.20	22.99	23.91	24.79	25.65	26.55	27.51	29.30
205	23.16	24.07	25.02	26.09	27.01	28.11	29.11	31.01
206	24.07	25.02	26.17	27.19	28.25	29.29	30.38	32.35
207	26.18	27.38	28.40	29.83	30.95	32.03	33.14	35.30

Effective November 2, 2022

2.50%	*FOOD SERVICES UNION RATE INCREASE 2023							
	Hire Yrs	6 Mon	2 Yrs	5 Yrs	7 Yrs	10 Yrs	15 Yrs	20
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
201	18.91	19.44	21.34	22.11	22.80	23.50	24.31	25.89
202	20.63	21.36	22.19	22.93	23.73	24.52	25.35	27.00
203	21.36	22.19	22.96	23.84	24.65	25.59	26.41	28.12
204	22.76	23.56	24.50	25.41	26.29	27.21	28.20	30.03
205	23.74	24.67	25.65	26.74	27.68	28.81	29.84	31.78
206	24.67	25.65	26.82	27.87	28.96	30.02	31.14	33.16
207	26.83	28.06	29.11	30.58	31.72	32.83	33.97	36.18

Effective November 2, 2023

New employees may be hired at either Step 1, 2, or 3, depending upon their qualifications. Employees hired at Step 1 shall be advanced to Step 2 upon completion of their probationary period. Employees hired at Step 2 and employees advanced to Step 2 after completing probation shall be advanced to Step 3 upon completion of two years continuous employment. Employees hired at Step 3 and all other employees shall be advanced to Step 4 upon completion of five (5) years of continuous employment. Additional automatic increases will be granted an employee at the completion of 7, 10, 15, and 20 years continuous employment in Food Services. When promoted, the employee will be placed in the same step in the new job as that permanently held immediately preceding promotion and thereafter progress through the step based on continuous service as provided for above.

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 Memorandum of Agreement. The University shall 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.

The University shall allow bargaining unit members to opt to make a weekly voluntary COPE contribution through a payroll deduction. The employee must state in writing his/her approval of the deduction and the weekly amount. The University shall forward monies collected to SEUI, Local 615 on a monthly basis.

**Article XXIII.  
Hours of Work and Overtime**

The normal work for regular employees covered by this Agreement shall be forty (40) per week, eight (8) hours per day (including two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid break), 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 hours (8) per day or forty hours (40) hours per normal week, without duplication. The normal work week shall be Sunday through Saturday.

Inasmuch as food service operations require continuous operations, any employee covered by this Agreement may be regularly scheduled on a shift basis which allows for five (5) continuous days of work with overtime paid to such employee for work performed by such employee in excess of eight hours per regularly scheduled work day.

An employee who works more than twelve (12) continuous hours shall receive (double time for hours worked in excess of twelve (12) hours.

Except for Commencement weekend, employees assigned to flexible schedules shall not be required to work more than 7 consecutive days without at least 1 day off and will be given a minimum of 8 hours of rest time between shifts.

The University agrees to post the overtime rotation sheet.

The parties shall establish a labor/management committee to discuss the means and methods of posting continuation of shift overtime offered to and worked by bargaining unit members.

The parties shall establish a labor/management committee to discuss labor issues including issues concerning staffing and scheduling and training.

**Shift Differential**

Dining Services employees will be paid an additional 4% for all hours worked on Saturday and Sunday effective on October 15, 2006. Dining Service employees will be paid an additional 4% for all hours worked for shifts that start 5 p.m. or after.

For the purposes of this Section, it is understood that the regular straight time hourly rate of pay used for the purpose of computing overtime or shift differential shall never itself be increased by including it in 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 over- time rates on one basis shall not be paid, or used to calculate, an additional overtime pay on another basis.

Certified sick leave, holidays and scheduled vacation will be considered as time worked for purposes of computing overtime.

Prior to the end of spring semester, should an employee request to work no more than five (5) consecutive days for the duration of the summer schedule, management will make every reasonable effort to adhere to that request.

Preference for working hours shall be given on the basis of bargaining unit seniority within each classification. (Regarding Food Service Worker a distinction will be made between service, support, and sanitation). A procedure shall be established whereby preference will be given within three (3) working days of notice of an opening.

Scheduled overtime required by increased business needs will be offered on a rotating basis by unit within each job classification. (For the purposes of this paragraph the Refectory and Verney-Woolley Dinning Hall will be considered one unit.) Same day overtime will be rotated by classification among staff scheduled to work that day. No employee can refuse the assignment except for immediate notification of overriding personal considerations. If this should occur, the assignment will be filled by the next person in rotation in the same manner.

Normally, two (2) days advance notice of overtime requirements will be provided when such notice is received by Food Services within three (3) days of the event.

Employees who report to work for a shift scheduled for four hours or more will be paid a minimum of four hours regardless of whether four hours of work was performed. Employees who report to work for a shift scheduled (by agreement) for less than four hours will be paid only for the actual amount of time they spend working unless the University furnishes them with no work at the beginning of the shift, in which case, they will be paid for their full scheduled shift.

#### **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 for regular employees as defined in Article IV of this Agreement.

New Year's Day	(3) Thanksgiving Day
Martin Luther King Jr. Day	(3)Day After Thanksgiving
Memorial Day	(2) Day Before Christmas
Juneteenth	Christmas Day



Independence Day	First Work Day after Winter Break excluding the weekend
(1) Victory Day	(if no Winter Break the Day after
Labor Day	Christmas is substituted)
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) In lieu of the annual barbeque, employees will receive a paid day off on the first Friday after Memorial Day. Additionally, employees will receive a paid day off the first Saturday after Memorial Day.

(3) When the Day before Christmas falls on Saturday or Sunday, it will be observed on the preceding Friday.

(4) Additional University paid days off will be handled in the following manner:

a. Employees required to work on an announced paid day off will be given eight (8) hours off the subsequent scheduled workday at regular pay. 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 8 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 or 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.

e. Some employees may be required to work a shift (s) during the winter break period. Employees will be paid at time and a half for all hours worked during winter break. This is in addition to winter break pay administered to the employee.

f. Dining Services will pay employees triple time pay (straight time pay + double straight time pay) for all hours worked after 4pm Christmas Eve through Christmas Day and all hours worked New Year's Day.

Employees shall receive one month's notice of the Thanksgiving schedule. Senior employees in a higher job family are not permitted to displace employees in a lower job family for preferred position/assignments. If a senior employee requests multiple days in their classification, they will get their first choice and only receive a 2nd day if it is not filled after going through the list.

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 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 sick 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 he/she loses one holiday, if an employee is absent the day before and day after, the employee loses all holidays in between. For the purposes of this section, approved sick leave is either a condition of continuing absence for sickness that precedes the day before a holiday, or documented illness or medical need. Approved sick leave does not occur on the day the employee calls in unless s/he provides medical documentation indicating the absence for the day is necessary due to illness or injury.

#### **Article XXV. Meals and Rest Periods**

One (1) unpaid one-half hour meal period is provided to all regular employees whose shift covers two regular student meal serving periods. Two (2) 15 minutes or (1) 30-minute paid rest periods not linked to a meal period shall be granted all employees during a regularly scheduled shift during which they may be away from their assigned work.

Employees working a four (4) hour shift will be entitled to one 15-minute paid rest break.

#### **Article XXVI Sick Time With Pay**

All regular employees covered by this Agreement who shall be absent on account of any compensable or non-compensable illness or accident shall be entitled to receive sick time pay for each work day missed on account of such illness or accident subject to the following conditions. Full-time employees may use up to 12 days a year of available paid sick time to care for a sick parent, child, spouse (including common law), domestic partner or dependent grand-child. Part-time employees are eligible for such pay on a pro-rated basis.

- A. Sick time shall be paid at the employee's then current regular straight time rate of pay but without duplication of payments required under Worker's Compensation or any (other law). An employee shall receive up to a maximum of eight (8) hours sick time pay for each scheduled working day that the employee is absent from work until he or she shall have received the total amount of sick time pay to which he or she is entitled hereunder. Absence on paid sick time shall not affect the employee's seniority rights or the accumulation of vacation eligibility.

B. Employees who have completed the following lengths of continuous service retroactive to date of hire shall be entitled to the corresponding maximum sick time with pay as shown in the following table:

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

<u>Length of Continuous Service</u>	<u>Maximum Sick Time With Pay</u>
0 – 12 months	5 working days
12 – 24 months	10 working days
25 – 60 months	12 working days
Over 60 months	15 working days

C. Except as provided herein, any allowable sick time with pay unused in any one year shall not be carried over to the next year, nor added to any vacation, termination, or severance pay. However, regular employees who have two (2) or more years of continuous employment with the University shall be allowed to accumulate unused sick time up to a maximum of sixty (60) days, in addition to the allowable sick time for the current year. Such accumulated sick time shall not be added to any vacation, termination or severance pay.

Employees who use paid sick time during the benefit year at the levels indicated below shall be entitled to the corresponding bonus days off, which bonus days must be taken during the next benefit year.

<u>Sick Time Day(s) Used</u>	<u>Bonus Day(s) Earned</u>
0	3
More than 0 up to 1	2
More than 1 up to 2	1

A regular employee covered by this Agreement who has fifteen or more years of continuous service leaving the University, including employees terminated pursuant to Article VIII Section G and retirees age 62 and over with 10 or more years of service shall be entitled to payment of one-half of that employee's accumulated sick time, which accumulated unused sick leave shall not exceed sixty (60) days plus any unused sick leave in the current contract year to which the employee is entitled. Employees with 25 or more years of service, or retirees age 62 and over with 20 or more years of service will receive 100% of the bank. Employees discharged for just cause shall not be entitled to such payments for either accumulated or current unused sick time.

Upon each employee's next roll-over date following November 21, 2003, all unused sick time will be banked even if the sum exceeds the 60-day maximum – one time only.

D. In order to be granted sick time the employee or a designee must, prior to the employee's reporting time for work, notify the employee's immediate supervisor/manager or his or her designee. This requirement will be waived in cases of proven inability to furnish such notice. Each

work area will establish a procedure for taking the employee's notice in the absence of the immediate supervisor/manager. If an employee is absent more than two consecutive days and/or demonstrates a pattern of using sick time before or after scheduled leaves (holidays, vacations and regularly scheduled days off), the University may require the employee to submit proof of such illness or accident satisfactory to the University prior to granting paid sick time.

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. It is understood that paid sick time is provided as insurance against loss of earnings due to sickness to be used only when illness or accident prevents an employee from reporting for work. It shall not be confused with vacations, time off for personal business, and/or holidays, etc. 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 up to 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 sick time.

E. A regular employee who is entitled to Worker's Compensation due to an injury sustained while employed with the University shall receive, while absent because of this disability, the difference between his regular weekly straight time pay and weekly disability compensation benefits as sick time payments. Such payments shall continue until the employee's allowable sick time has been used, and shall be charged to allowable sick time to the extent paid. For each week that such sick time payments are paid, the University shall verify the employee's weekly Worker's Compensation benefits. Whenever a regular employee becomes disabled by reason of an occupational illness or on-the-job injury arising out of and in the course of his employment with the University, compensable under the Worker's Compensation Law, the University will pay him his 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 time. If such employee later becomes entitled under said law to disability benefits for such first week the University shall have the right to deduct an amount equal to such benefits from his wages or from supplemental payments or charged against available sick time. During the first six (6) months of continuing absence due to illness or injury an employee will continue to accrue sick pay entitlement. Sick leave with pay will be credited as time worked for calculating overtime.

## **Article XXVII.**

### **Vacation**

Regular employees who have successfully completed six (6) months of service shall receive vacation time with pay, each year, of the length shown on the table below. Vacation time shall be upon the basis of a normal work week and at the regular straight time rate of pay in effect at the time of his or her vacation. As the academic calendar is the major influence on staffing requirements for Food Service operations, most employee vacation time is scheduled during periods when the University is not in official session. Between March 1st and April 1st provision will be made for employees to request summer vacation. Following the close of the application period, staffing needs for the summer will be determined and a summer work schedule and approved vacation schedule posted by May 1st. Employees who fail to timely submit said vacation

request shall lose seniority preference. Other work and vacation schedules will be posted at least two weeks in advance of the applicable academic recess period.

If an employee has requested their full vacation hour entitlement over the course of the benefit year, including time outside of the summer period, the employee may carryover up to 5 days of vacation for use during the following benefit year and not be arbitrarily denied.

Employees with specific requests for vacation outside of applicable academic recess periods should submit same to their immediate supervisor who will make every effort to grant the request subject to service requirements. In the case of conflict between employees in the same job classification, the employee with the greatest overall bargaining unit seniority shall be given preference provided that the request is received at least 30 days in advance. Vacation requests made in accordance with this paragraph will not be approved more than 30 days in advance. The University shall respond to said request within 5 days. The University's failure to respond within the five (5) days shall result in automatic approval of the vacation request unless management has communicated within this period of time to the Union steward a need for a short-term extension not to exceed more than two (2) days.

#### **Short Notice and Emergency Time Off**

Compensatory time, vacation, or no pay, at the employee's choice, may be used in an emergency or with advance notice within the following guidelines:

- the emergency must be verifiable;
- other scheduled absences should first be covered by swapping days off, if possible;
- one week's notice of a pending absence is required.
- If one week's notice is not possible, the employee must give as much advance notice as is practicable.

Employees who have completed the following lengths of continuous 53 service retroactive to date of hire shall be entitled to the corresponding vacation time as shown in the following table to be taken during their respective anniversary year.

#### **Length of Service Vacation**

- 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 service may accrue unused vacation up to a maximum entitlement at any one time (current and accrued) not to exceed twenty days.

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 violations of University regulations.

In the event any of the holidays listed in this Agreement occur on a day during the vacation of any 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 herein.

When issuance of pay would normally occur during an employee's vacation period, the employee shall receive his or her pay prior to the vacation upon two (2) weeks' notice to his or her immediate supervisor. For the purposes of administering this provision, the parties understand that:

- Two weeks is fourteen full days prior to the date the employee wants to be paid – which shall be a regular pay day,
- It does not include the President's University wide closings around the Christmas and New Year's holidays, and
- Pay will not be advanced for time not worked.

During the first six (6) months of continuing absence due to illness or injury an employee will continue to accrue vacation entitlement. Vacation time will be computed as time worked for purposes of computing overtime.

#### **Article XXVIII. Labor-Management Committee**

A Labor-Management Committee shall be established wherein employees covered by this Agreement Supplement not to exceed (5) and representatives of Brown University shall normally meet on the first Wednesday of each month. Such Committee shall meet to discuss current job-related problems.

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. An employee representative who attends the Committee's meetings outside their regularly scheduled

hours will be paid straight time for those attendance hours. 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 three (3) Stewards and two (2) members who will be selected by the membership covered by this Agreement.

The University's representatives on the Committee will consist of five (5) persons from Food Service Management. Approved minutes of the Labor-Management Committee meeting will be sent to the Business Agent.

### **Article XXIX Utilization of Supervision**

Because of the nature of food service operations there shall be no restrictions on supervisors performing bargaining unit work. However, the University will not lay off or dismiss a regular employee for the purpose of replacing him or her with a supervisor.

### **Article XXX Temporary Increases in Work**

The Food Service system is obligated to function during its scheduled hours regardless of shortages in staff due to unforeseeable conditions such as illness or weather emergencies, etc., and is subject to seasonable and unpredictable fluctuations in use. At any one time it may be faced with temporary increases in work and may thus request employees covered by this Agreement to cope with such increases in work.

### **Article XXXI Casual Employees**

The University reserves the right to hire casual employees during peak periods of business and/or to work special functions without reference to this Agreement. A casual employee is defined as an employee hired for less than thirty (30) days.

### **Article XXXII. Uniforms**

Dining Services provides without charge to every employee adequate changes of uniforms. Laundering of them will also be provided free of charge, except employees who are issued "non-whites launder and maintain their personal issue". Clean uniforms are issued at designated hours upon receipt of the soiled uniform.

The University agrees to provide, without charge, the following bad weather gear to the Catering Coordinator, receiver, truck driver and truck driver's helper: slickers for rain, heavy duty outer wear for cold and snowy weather and heavy duty work gloves.

The University agrees to pay up to \$125.00 towards defraying the cost of purchasing safety shoes for all regular employees every 12 months, provided they are; dark or white in color, labeled by the manufacturer as protective/safety foot wear, and lockered at Dining Services. Shoes may be purchased twice a year.

The University agrees to provide 5 shirts and 5 pants for wearing as uniforms, including a sweater every other year.

The University agrees that uniforms will be replaced in a timely manner.

### **Article XXXIII. Summer Employment**

By March 1st each year employees may indicate their preference to remain in Dining Services or transfer to Facilities Management, but management reserves its right to retain requisite skills and require employees to work in Dining Services. Preference will be honored by seniority within each classification provided, however, that a qualified employee is available to perform the work. In any event, within the classification the junior employee's choice is subordinate. Prior to the end of the Spring Semester the University will post on at least two bulletin boards in Dining Services areas a notice of temporary summer jobs to be filled in

Facilities Management, provided however that employees may be granted a leave of absence without pay following their respective period of paid vacation leave. Employees not remaining at work in Dining Services, transferred to Facilities Management or on leave of absence will be temporarily laid off if suitable work is not available. In consideration of the parties cooperating in implementation of this section, the University will continue to pay health and life insurance for employees who are affected by this section during the academic summer vacation.

Dining Service employees transferred to Facilities Management in the summer shall receive the respective classification entry "A" rate or the employees' regular Dining Service rate, whichever is higher. Provided, however, that no employee shall receive a rate of pay which exceeds the "D" rate for the job classification into which they transfer. Employees, who, after exhausting other options, must transfer to Facilities Management or face lay-off or unpaid leave, will retain their Dining Services rate of pay even if it exceeds the "D" rate of the position which they fill.

The Union and the University agree that when fashioning summer schedules in Dining Services, the University will apply the following priorities.

1. Meet the operational needs of the University.
2. Honor vacation requests by overall bargaining unit seniority.
3. Keep schedules as near to academic year as possible.
4. Honor requests for unpaid leaves by overall bargaining unit seniority.
5. Honor seniority in classification as it relates to moving staff to a preferred



Shift.

**Article XXXIV.  
Employee Education Program**

Eligible employees may receive tuition for courses in accordance with policies and practices of Brown's education program as revised from time-to-time by the University.

**Article XXXV.  
Pay Corrections**

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

**Article XXXVI.  
Temporary Vacancy**

When it is documented that a permanent position in Dining Services will be vacant for a period of two (2) weeks or more, the Department shall post such temporary vacancies in accordance with the following rules:

- The Department shall have full discretion to determine whether employees may leave small operations (less than 10 employees) to fill such temporary vacancies;
- The Department will post such temporary vacancies in small operations, including the VW if a shift in such operations are down 1 or more employees; and

The Department will post such temporary vacancies in the Refectory, if a shift in such operations are down 2 or more employees.

When a temporary vacancy is posted pursuant to this provision, it will first be offered to qualified employees within the same job title. If the position is not filled with a qualified employee within the same job title, it will be offered in seniority order to the two (2) most senior employees in the next lower classification in the respective job family, provided either employee is qualified to perform the job. The food production job family will be expanded to include Food Service Workers regularly assigned full time in food production areas. Any vacancy created by the Department's decision to post and fill a temporary vacancy pursuant to this provision may be filled, not filled, or its tasks may be otherwise covered at Management's discretion. If temporary position is a promotion, the person will be paid at the regular rate for any sick and vacation time used during the temporary assignment.

The Department's decisions pursuant to this provision shall not be made in an arbitrary, capricious or unreasonable manner.

**Article XXXVII.  
Knives**

The University will replace an employee's work knives which have been broken or stolen on the job. The maximum reimbursement is \$250.00 annually per employee. Employees are encouraged to submit the purchase receipt for any purchased knives to Dining Services who will maintain a copy. Stolen knives will only be approved for reimbursement up to the maximum amount if a complaint has been filed with the University security and Police Department and the police determine there was no contributory negligence on the part of the employee.

**Article XXXVIII.  
Temporary/Seasonal Layoffs**

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 the employee having the longest service with the University. Subject to qualifications as aforesaid, in the event that a layoff becomes necessary, regular employees 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. To remain at work an employee must be fully qualified to perform the work. An employee cannot bump to a higher classification. Management reserves the right to retain requisite skills. The least senior regular employee's rights are subordinate. An employee will receive her/his regular rate of pay under these circumstances.

**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 on November 1, 2021 and shall continue in effect until midnight, November 1, 2024 and from year to year thereafter, unless not less than sixty (60) days prior to November 1, 2024 or to any November 1<sup>st</sup> 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 November 1<sup>st</sup> 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.

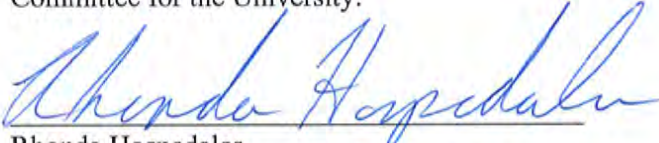
This document shall consist of six identical and signed documents, each of which, for the purposes of this Agreement, shall be considered to be the original contract.

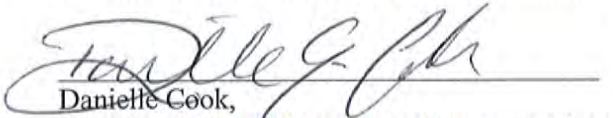
IN WITNESS WHEREOF, the parties hereto have hereunto and to five counterparts set their hands and seals, each by its officers thereunto duly authorized, this 27th day of October, 2022.


In presence of:

BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Committee for the University:

  
Rhonda Hospedales,  
Sr. Director of Employee and Labor Relations

  
Danielle Cook,  
Director of Human Resources, Dining Services

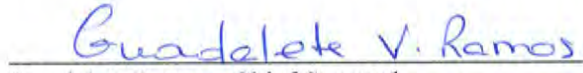
  
Robert Noyes, Director of Retail Operations

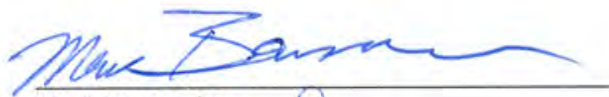
  
Claire Sidla  
Director of Labor Relations, Dining Services

  
Mary Penkala, Assistant Director of  
Employee and Labor Relations

Committee for the Union:


  
Amy Cardone, Business Agent

  
Guadelete Ramos, Chief Steward

  
Mark Barsamian

  
Emily DaLomba

  
Stewart Doyle


  
Alex Gonsalves

  
James Massei

  
Kristen Oliveira

  
Cesar Rezendes

  
Tanissa Stone

  
Karen McAninch  
Business Agent Emeritus

## Memorandums of Agreements to be Included in 2021-2024 Agreement:

### A. Staffing Assessments/New Positions

- Dining is and will continue to engage in a staffing assessment, that will encompass the input of respective stakeholders from management, union representatives and other University stakeholders. This assessment will continue to examine the impact of reduced student workers at Dining Services as well as the hiring of temporary employees.
- At the end of the academic year 2022, BUDS will post eight (8) new 12-month positions at the Refectory to be primarily assigned to the Ivy Room and allow union employees to go through the bidding process to have the qualifying employees start in August/September 2022 (please note that the Ivy Room is still scheduled to be closed during the summer). The positions will be posted as two (2) cashier positions and six (6) Food Service Workers.
- With regards to Josiah's, BUDS proposes creating four (4) new positions, specifically two (2) cashier positions and two (2) culinary positions. BUDS will also review potentially adding up to three (3) additional positions.
- With regards to Andrews, BUDS proposes creating five (5) new positions. At this time, BUDS will hold on identifying the classifications of the positions while operational assessments are being conducted. Furthermore, unlike the Refectory/Ivy Room positions, BUDS can only commit to making these positions nine (9) months for the time being given that Andrews is closed over the summer.
- With regards to the other positions identified by the Union as necessary to create, e.g., Vernon-Woolley, BUDS proposes a working group that will participate in staffing assessment of Dining to determine the types, number and location of future positions within Dining Services operations.
- In an effort to show commitment during this negotiation, BUDS can commit to converting fifteen (15) nine-month positions, while reserving decision to increase this number in the future based on recommendations of working group and ongoing staffing assessment.

### B. Cook's Helpers to Cook

- Move cook's helpers on hot side to cook position, including those on cold side who want to move to cook classification
- Cook's helpers that are transferred to cook classification will continue to hold current shift/weekly schedule/building location
- If BUDS implements a shift rebid that results in change of shifts and schedules for cooks, BUDS agrees to revert the cooks back to their original schedule/shifts unless the parties expressly agree otherwise.
- New cook's helpers hired after 2019 will be required to stay in position for at least a year and can then be transferred to cook position upon manager approval.
- Cook's Helpers transferred to the cook position will have an effective seniority date of November 1, 2021 (including Esther Miranda) and be ranked in order of their Cook's Helper seniority.
- The above process will also be replicated for the Baker's Helper

C. Conversion of “D” Employees

BUDS agrees to converting all “D” employees to “C”, i.e., transferring the 32-hour employees to 40 hours. BUDS will not post the shifts and the parties agree to waive the posting requirement. BUDS agrees to allow current “D” employees to remain at 32 hours should they choose and BUDS shall continue to offer overtime to them. BUDS reserves the right to keep current vacant D/32 positions as they are as of the date of ratification; provided, however that BUDS will make a good faith effort to reduce the number of D positions to as minimal as possible, with the exception of those employees who will be grandfathered.

D. Sick-Time Pay-out Pilot Program

Pilot Program effective for two (2) year period to run from 2022-2024. Determination as to continuation of program in remaining years of contract dependent on substantiated decrease in use of sick time, including last minute call-outs.

Any employee who has not used the sick days to which he or she is entitled by the end of the pilot year trial period will be paid for such unused days at the rate of one and one half (1½ ) time rate in effect as follows:

0 Sick Days -	Pay up to 5 sick days at time and a half
1-2 Sick days -	Pay up to 4 sick days at time and a half
3-5 Sick Days -	Pay up to 3 sick days at time and a half
5-7 Sick Days-	Pay up to 2 sick days at time and a half

Any employee opting for payout as described above will not be entitled to bonus days allotment provided for in Article XXVI.

If an employee is not maxed out, they will have a choice to put all of their time into the bank and receive the bonus days or to receive sick days as provided for in the Pilot Program. Any sick days not paid out in the Pilot Program may go into the bank.

E. Receiver’s Helper

Article XXII Make 9-month Receiver’s Helper 12 month

F. Training

The parties agree to commit to exploring opportunities to provide new and consistent professional development training, including computers, ESL and/or GED programs. This shall be an agenda item during the parties Labor Management Committee meetings.

G. Cashiers

The parties agree that Food Service Workers temporarily working in PCI compliant cashier positions for two hours or more will receive pay at the higher rate.

## APPENDIX:

- Dining Services will continue its current practice regarding wearing shorts in the summer months.
- In anticipation of severe storms, the University will provide sleeping cots and bedding for Dining Services employees who must remain on site for the evening. If the Chief of Public Safety, the Director of Facilities Management and the Director of Dining Services determine that the University would have been closed during non-administrative hours (i.e., on weekends), bargaining unit members who work when the University would have been closed shall receive comp time (hour for hour if the work occurs during the employee's normal shift and time and a half if outside the employee's normal shift). Employees may elect to receive pay in lieu of comp time if a State of Emergency is declared by the Governor of Rhode Island.
- Employees may continue to participate in the annual "Staff Development Day" in accordance with the standards set forth by the University.
- Position vacancies will be an agenda item at regular labor/management meetings.
- Effective on January 1, 2015, the health plans offered to bargaining unit members shall have the same benefit design as the then current faculty/staff health insurance plans (\$6 - \$30 - \$45 pharmacy and \$75 emergency room co-pays).

## Side Letters of Agreement

### A. Side Letter of Agreement

#### *Training*

The parties shall establish a labor/management committee with the goal of developing and implementing a training program for new employees working in the areas of support, retail and catering. The parties will meet within ninety (90) days of the execution of this Agreement and a training program will be implemented within one hundred and eighty (180) days of the execution of this Agreement.

### B. Side Letter of Agreement

#### *Subcontracting*

The University does not presently intend to subcontract bargaining unit work for the purpose of permanently displacing bargaining unit members. If, at some future time, bargaining unit members are permanently displaced by a decision to subcontract bargaining unit work, the University shall endeavor to place such employees in other areas of the operation. If such efforts are unsuccessful, such employees shall have bumping rights pursuant to the Agreement's lay-off provisions.

### C. Side Letter of Agreement

#### *ASFW Reclassification*

Subject to the terms and conditions outlined below, the University agrees to eliminate the Assistant Food Service Workers classification, reclassify all current Assistant Food Services Workers as Food Service Workers and schedule bargaining unit members to work more than 975 hours per year effective upon the execution of this Agreement.

1. The classification date used for reclassified employees shall be the date on which the AFSW were hired as regular employees (August 31, 2005).
2. Their classification date shall be used to determine:
  - vacation leave and sick leave accrual; and
  - step increase entitlements.
3. Bargaining unit members' eligibility for all benefits shall be prorated based on scheduled hours.
4. The health insurance premium contribution for employees scheduled to work between 975 and 1300 hours per year shall remain at 50%.
5. The University agrees to schedule all part-time Food Service Workers on the payroll as of October 13, 2006 to 1300 hours per year or more by July 1, 2007 provided they have been continuously



employed over the life of this Agreement and agree to work the shifts assigned by the University. The University's

staffing model plan and the schedule of its implementation is set forth more fully in Exhibit A (attached hereto). This paragraph and/or Exhibit A shall not be construed as a minimum staffing provision.

6. The Department, at its sole discretion, shall continue to assign employees to meet the operational needs of the University which may include assigning employees to flexible hours/schedules.

7. Assistant Food Services Workers reclassified as Food Service Workers shall be placed at Level 201, Step 1 of the revised Salary Chart as set forth in Article XXII herein. Thereafter, Level 201, Step 1 shall be the new entry wage level for the Food Service Worker classification.

8. Reclassified Assistant Food Service Workers shall advance to Step 3 on August 31, 2007, and thereafter shall progress through the remaining steps of Level 201 in the manner outlined in the Agreement.

9. Any individual hired as a FSW following the execution of this Agreement shall be paid at the new Level 201, Step 1 (see below) for the first two (2) years of his/her employment with the University.

10. FSW workers who (immediately prior to the execution of this Agreement) were compensated at the current Level 201, step 1 shall remain at such pay level until their respective completion of their first two (2) years of service. Once each such individual is moved to Level 201, Step 3, the current Level 201, Step 1 shall be deleted from the contract.

11. Upon the execution of this Agreement, Level 201, Step 1 shall be set at eleven dollars (\$11.00)

12. Effective on 10/12/06, the Department shall schedule the eight (8) Food Service Workers that are currently assigned to 30 hours per week, 41 weeks per year to 40 hours per week, 41 per year (1640 hours per year). The University agrees to post and fill the new shifts pursuant to Article VIIIB within sixty (60) days of the effective date of this Agreement.

13. Effective on 7/1/07, the Department shall schedule part-time Food Service Workers on the payroll as of October 13, 2006 to work 32 hours per week, 41 weeks per year (1312 hours per year) based on the Department's operational needs. For example, such employees in 2007, shall not be scheduled to work during for 3 weeks in August; 2 weeks in January; 2 weeks in December; and 4 weeks in June.

14. The Department reserves its right to assign new employees to work less than 1300 hours per year and/ or to assign an existing employee to work between 975 and 1300 hours per year with his/her written consent with receipt of such consent acknowledged by the Union.

15. The Department shall retain the sole discretion to set the number of positions it posts at each level.

D. Side Letter of Agreement

*Faculty Club*

Management shall endeavor to ensure that it maintains appropriate staffing levels and scheduling practices at the Faculty Club. Management will also take measure to ensure that service staff members are given adequate notice of menu specials, set up and function sheets at the start of their normal shift. The General Manager of the Club will meet once monthly during the academic year with all staff to discuss works concerns and Club operations.

E. Side Letter of Agreement

The University agrees that it will not require any bargaining unit member to work a split shift.

F. Side Letter of Agreement

As a pilot program at the Faculty Club to be reviewed at the end of the semester, Flex Schedules shall be posted weekly on Tuesdays as opposed to Thursdays. If a Faculty Club events pops up between this time, the employee is expected to work if needed.

G. Side Letter of Agreement

The University agrees to create 1 additional light duty position.

H. Side Letter of Agreement

Bargaining unit members, in positions that do not work over the summer months, shall have 10 pay periods to reimburse the University for health care co-shares that are owed.

I. Side Letter of Agreement

The University agrees to create two (2) Cook 100% time positions at the Refectory; one (1) Cashier 100% time position at VW; one (1) new FSW 100% time position; one (1) new Cook's Helper 79% time position at Andrews Common; upgrade six (6) FSW 79% time positions to 100% time positions; one (1) FSW upgrade to Lead FSW at the Refectory 100% time position; five (5) FSW 63% time positions to 79% time positions; two (2) Cook's Helper 79% time position to 100% time positions; one (1) Driver's Helper 79% time position to 100% time position; one (1) Light Truck Driver Receiver 79% time position to 100% time position.

J. Side Letter of Agreement

The University agrees to create a summer per diem program and make a good faith effort to offer positions from the last week of June to the first week of August subject to business volume and needs.

K. Side Letter of Agreement

The University agrees to amend Article XXIII “Hours of Work and Overtime” to remove the word “unit” after successful implementation of the new overtime scheduling automated system. Additionally, employees will need to be appropriately trained and familiarized with the responsibilities of each unit.

## **BUDS Responses in Yellow Highlight (Responses Discussed in 8/29/2022 Meeting)**

Union Response to BUDS 8-01-22 Document:

p. 26 re vacation during leave: we can agree that an employee can only preserve 40 hours of vacation in the event they are unable to use it, but we do not see why an employee who had scheduled and approved vacation who then, unexpectedly, needs a leave of absence for illness or injury, could not interrupt their use of paid sick time to be paid for their vacation.

The parties agree to continue to discuss the following issues raised by the Union with regards to vacation carryover, specifically

1. What to do with previously scheduled vacation days that go unused due to employee's subsequent leave of absence; and
2. Management's requirement that an employee must be denied a vacation request three times before the 40 hours of vacation time can be carried over into the following year.

p. 37 this language is being mis-interpreted to require an employee to request vacation 3 times in order to invoke the 40 hours. This is not what the language says. In Facilities, employees may carry over their any or all of their vacation indefinitely. Why is Dining making it so difficult for employees to carry over 40 hours? In combination with p. 26, this language, which was to prevent abuse, is being used to deny employees vacation who are not abusing, but merely caught in a sort of Catch-22.

See above.

p. 40 we can agree that this language regarding shoes will be implemented as proposed (employees who have not purchased shoes during their current shoe-anniversary prior to April 27 will come under the new language, but employees who have will need to wait until their next shoe-anniversary subsequent to April 27.

p. 45 we can agree to resolve this issue in the Working Group - if, for example, there is a full-time temporary worker in the Ivy Room during the day, that would be a strong indication that another Food Service Worker is needed for those hours

p, 46D we understand that in the meeting August 15, it was agreed that the date of implementation for the pilot program would be April 27.

p. 52 U the union maintains that the per diem program should remain in the contract. It may be that fewer per diem hours will be needed if there are more 12 month employees, but this summer, for instance, there were both per diem and temporary employees working, so the need is still there. There was never any discussion in negotiations regarding removing this language.

Language in the contract revised to maintain language but eliminate specific number of positions, i.e., 10.

p. 46 G thank you for adding this language as discussed - there is still a need for implementation back to April 27 as FSW's have been filling in as Cashiers without compensation, and Lead FSW's have been filling in as opposed to FSW's, which circumvents our agreement.

Union will provide Danielle and Claire with list of names of employees who have worked in PCI

compliant cashier position since ratification of contract, including any available documented hours or information as to days and hours worked.

Finally, please change Emily's name on the signature list to Emily DaLomba. Done.