

COLLECTIVE BARGAINING AGREEMENT

Between

BROWN UNIVERSITY

and

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

863

July 1, 2021 through June 30, 2025

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I. UNION ACTIVITIES

1. Recognition of the Union. The University recognizes the Union as the sole collective bargaining agency for all Sergeants, who are employed by the University as Brown University Police Sergeants (the "Sergeants"). The University recognizes the Union as the sole collective bargaining agency for the Sergeants, excluding any and all other employees of Brown University, for the purpose of all bargaining with respect to wages, hours and working conditions.

2. Union Membership. Sergeants covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to maintain membership in the Union in good standing for the duration of this Agreement. Sergeants hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become and remain members of the Union in good standing at or before the 30th day following the beginning of their employment. The obligation to maintain good standing in the Union is defined as the duty to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. Provided further that Sergeants who are in fact members of the Union shall be required to tender periodic dues, the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union and payment of any assessments for legal fees for negotiations with the University and for representative services performed by the Union.

The Union will accept as members all present and future Sergeants who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union shall charge that any Sergeant covered by this Agreement who has become a member of the Union in good standing has failed to remain a member of the Union in good standing during the term of this Agreement as required by the preceding paragraph or that any Sergeant 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 this paragraph and shall request the discharge of such Sergeant, the University and the Sergeant shall be so notified by the Union in writing and the University shall have thirty (30) calendar days following receipt of notice to discharge such Sergeant.

If during such 30-day period the Sergeant shall pay or tender their initiation fee and/or delinquent dues as the case may be, the University shall not be required to discharge such Sergeant.

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 Section.

In the event the Union fails to notify the University and the member as aforesaid within ninety (90) calendar days of the date when the earliest defaulted dues of such member shall become due and payable, the University shall not be required to dismiss the defaulting member from employment on the grounds of failure to maintain Union membership.

a. Union Dues. Upon receipt of a valid assignment in writing, in a form approved by the University, executed by a Sergeant assigning a portion of their wages to the Union for payment of dues, initiation fees and assessments, the University shall cooperate with the Union in the collection of its dues, initiation fees and assessments by recognizing such assignment and by deducting from the wages paid each Sergeant, who makes such assignment, on the University's first regular pay day in each calendar week the amount assigned. Said deductions shall begin on the first such regular pay day in each calendar week 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 10 days following revocation of the assignment in writing. All sums so assigned shall be paid by the University to the Union during the month in which deducted. The Financial Secretary of the Union shall certify to the University on an annual basis, or whenever there is a change in union dues, the current Union dues.

b. Time to Conduct Union Business. The Union President or another Union officer, who is employed by the University, may be designated by the Union as Chief Steward and such designation shall be in writing from the Union to the Chief of Police/Director of Public Safety (hereinafter "Chief"). Subject to prior arrangements with Department Management, the Chief Steward (or a substitute designated by the President) shall be allowed, without loss of pay up to a maximum of sixteen (16) hours of regular working time per month, to confer with Union members or

conduct Union business during working hours. Normally requests to be excused for union business should be made to either the Deputy Chief/Executive Officer (hereinafter "Deputy Chief") or the Lieutenant as far in advance as practicable, however, when circumstances make notice to management impossible, the on-duty supervisor may grant the request. Requests for Union time will not result in overtime.

II. MANAGEMENT

1. Operation. The parties agree that the operation of the University, including supervision of the Sergeants and of their work, is a right of the University. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules and policies to assure an orderly and effective work place; the determination of reasonable work schedules; the determination of minimum staffing levels; the determination of what duties, including post and special assignments shall be performed; and of Sergeant competency; the hiring, transfer, promotion, demotion, layoff, discharge or suspension of Sergeants for just cause without regard to Union membership and without discrimination; and the right to communicate directly with Sergeants and to inform them directly concerning employment matters, are privileges of the University. The University agrees, in using these privileges, that the provisions of this agreement relating to seniority will be followed. The University also agrees that the interests and viewpoints of the Sergeants will be considered and that the right of the Union to represent any of the Sergeants for collective bargaining and in dealing with the individual grievances shall be observed.

III. SENIORITY

1. Listings. Seniority listings will be maintained by the University listing all Sergeants covered by this Agreement. The University agrees to advise the Union of addition, deletions and other status changes affecting the unit seniority listing and to do so in a timely fashion.

2. Definitions. "Unit Seniority" is the length of a Sergeant's service from their date of promotion to the rank of Sergeant. "University Seniority" is the length of service from their date of hire date as a police officer.

3. Shift Bidding Preference and Process. For those Sergeants working a 4 day on duty and 2 day off work schedule there shall be an annual shift bidding process every November. Sergeants shall pick specific shifts on November 1st of each calendar year and the selections shall be based on unit seniority. On the first regular work schedule (cycle) in January Sergeants will be assigned to the shifts they selected. The successful bidder will be the Sergeant with the longest unit seniority.

When a shift vacancy occurs in a classification during the year in between the annual November shift bidding processes (i.e. a temporary shift vacancy), Sergeants shall have the right to submit a bid to fill the temporary vacancy. The successful bidder will be the Sergeant having the longest unit seniority. The position will be filled within 30 days from the closing date of said bids. All temporary vacancies will be subject to the subsequent annual November shift bidding process.

4. Layoffs. In the event that it becomes necessary to lay off Sergeants during the term of this Agreement, said layoffs shall be done by inverse unit seniority.

5. When rehiring takes place, those Sergeants laid off last shall be rehired first, provided such Sergeant shall accept the re-hiring within three (3) days after notice and shall report for work within fourteen (14) days after notice that they will be re-hired, and no new Sergeant shall be re-hired until the list of qualified former Sergeants has been first exhausted.

6. A Sergeant who has been employed for four (4) or more months shall not be laid off without one-week prior notice unless paid wages for one standard work week. In the event that a Sergeant resigns from a position covered by this agreement, the University may, at its discretion, reinstate that Sergeant's university seniority earned prior to resignation if it should be decided to rehire that, Sergeant.

7. "University Seniority" shall be used by the University for the purpose of computing, sick time, vacation time and any other benefit conferred to the Sergeants that is based on the Sergeants original hire date with the University.

IV. PROBATIONARY PERIODS

1. Newly Promoted Sergeants. All Sergeants shall serve a six (6) month probationary period. If the Sergeant does not successfully complete the probationary period, said Sergeant will be demoted and such action will not be subject to the grievance procedure.

2. Newly Hire Sergeants. A newly hired Sergeant hired from outside the ranks of the Brown University Police Department shall serve a twelve (12) month probationary period. If the Sergeant does not successfully complete the probationary period, said Sergeant will be terminated and such action will not be subject to the grievance procedure.

V. SERGEANT DEFINITIONS

1. Sergeants. For purposes of this Agreement, the term "Sergeants" means those Sergeants who have satisfactorily completed the first six (6) months of their initial six-month probationary service in a position covered by this Agreement. Upon the satisfactory completion of the initial six-month probationary service, the Sergeant will be advised of their rate of pay under this Agreement, and their seniority under the agreement shall date from the Sergeant's first day of work.

2. Duties. The duties of the Brown University Police Sergeants shall consist of upholding the Constitution of the United States and the State of Rhode Island, prevention of crime, enforcement of Brown University Rules and Regulations and compliance with Department rules and regulations.

3. Reviews. Upon successful completion of the probationary period, the Sergeant's performance shall be reviewed on an annual basis by the Sergeant's supervisors who shall discuss the review with the Sergeant and show the Sergeant their performance review sheet. The Sergeant shall be given a copy of the review. The annual performance review is not subject to the grievance procedure, however, a Sergeant who is unsatisfied with the review can prepare a written response which shall be attached to the review and kept in the Sergeant's human resources file.

VI. DEMOTIONS

1. Demotion Defined. Demotion is a move to a lower rank (Patrol Officer) paying job classification not covered by this Agreement.
2. When Permitted. A Sergeant may request such a demotion and the University in its sole discretion may honor the request. The University's decision with respect to such a request shall not be subject to grievance procedure.

VII. NON-DISCRIMINATION

1. Equal Employment Opportunity. The University and the Union agree to abide by the University's anti-discrimination policies, as may be amended from time to time. A Sergeant alleging discrimination on the part of the University may seek redress before appropriate state and/or federal commissions and courts and the University shall not discharge, suspend or in any way penalized said Sergeant for raising such claim, except that the University does not hereby waive its legal rights.

VIII. HEALTH AND SAFETY

1. Safety Rules. The University shall continue, as heretofore, to comply with legal regulations, whether heretofore, or hereafter made, governing safety or working conditions, and will otherwise provide so far as possible for protection of the health and safety of the Sergeants. The Union agrees that the Sergeants shall observe reasonable safety rules. Specifically, Sergeants shall immediately report to their supervisor any accidental injury and shall comply with rules requiring medical examination or treatment. Sergeants 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.
2. Medical Insurance. The University will provide all Sergeants covered by this Agreement with the same health and dental coverage options offered to other Brown Law Enforcement Officers. The current options offered are: *Blue Cross Blue Shield Health Mate Coast-to-Coast*, and *United Health Care-Choice Plus*. Commencing with plan year 2021, the University can substitute

these named carriers with any other carriers provided that it does so for all other Brown Law Enforcement Officers. In the event the university changes carriers, the new carrier will provide comparable coverage.

If the University exercises its right to substitute or change carriers, it will provide notification to bargaining unit members as part of its annual open enrollment period communications. The University shall strive to ensure 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 members of the dropped plan in accordance with the 2009 Federal Health Care Law. If the law is repealed, the parties agree to discuss the issue of preexisting conditions. Eligible Sergeants share of premium cost shall automatically be deducted from their pay through the University Flexible Premium Plan. Effective upon ratification and thereafter, Sergeants will pay 20 % of the cost of premium.

If a Sergeant is terminated, the Sergeant has the right to continue group health insurance coverage in accordance with COBRA.

3. Life Insurance. The University agrees to include eligible Sergeants in Brown's Group Life Insurance Plan in accordance with University policy, as may be amended from time to time. Sergeants may purchase additional life insurance coverage in accordance with said University policy up to a set maximum which is currently \$950,000.

4. Long Term Disability. All regular full time Sergeants who meet the eligibility requirements will be covered by the University's Long Term Disability Plan, as may be amended from time to time.

5. Flexible Plans. All Sergeants who meet the eligibility requirements may participate in the University's Flexible Health Benefits Plan and/or Flexible Dependent Care Plan, as may be amended from time to time.

6. Continued benefits. The University will continue a Sergeant's health, dental and life insurance coverage by payment of premiums pursuant to the Agreement while on approved leave of absence due to illness, injury, disability or maternity leave up to a maximum of six months, except that the University will continue said health and dental insurance up to an additional

six months for a Sergeant who has been approved for Long Term Disability insurance benefits. For a Sergeant who has been approved for Long Term Disability insurance benefits, life insurance will continue for the period that LTD benefits are payable.

The above provision will be extended an additional six months for Sergeants on leave of absence due to an occupational illness or injury.

The employee may choose to prepay their premium contributions by contacting University Benefits or will be automatically set up for billing if they will be on an unpaid leave for 4 weeks or more. 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.

7. Long Term Care. All Sergeants who meet the eligibility requirements may participate in the University's Long Term Care plan(s), as may be amended from time to time.

IX. SICK LEAVE

1. Sick Leave with Pay. All regular Sergeants shall be entitled to twelve (12) sick days with pay at their straight time rate during each benefit year (July 1 - June 30). All regular full-time Sergeants employed or hired after July 1, 2021, will earn, during the first contract year in which they are employed, one (1) sick day with pay for each one (1.0) month of service commencing with the end of their probationary period but retroactive to their date of hire. Sergeants who are off probation will be given twelve (12) days of sick time on the books effective July 1 of each year; however, if that Sergeant leaves the University before the end of that fiscal year, the accrued sick leave will be applied to that Sergeant's last check. A Sergeant that does not use sick time in the fiscal year, July 1 to June 30, will receive one compensation day on July 15. Sergeants shall not be entered into the Guardian Tracking system for using sick time. Any Sergeant who has not used the sick days to which they are entitled by the end of the contract year will have all unused sick leave days "banked" as set forth below.

2. Banking Time. A Sergeant will have such unused sick days accumulated to a maximum of sixty (60) days to be drawn upon at a later date if such Sergeant becomes sick. In order to draw upon such accumulated sick leave, the Sergeant must actually be sick and have exhausted sick leave pay to which they are otherwise entitled under the contract. The University shall have the right to have a Sergeant examined by its own physician.

3. Temporary Disability Insurance and Workers Compensation. Sergeants who are out of work and receiving payments from the Rhode Island Temporary Disability Insurance fund will draw down on current, and then banked sick leave in either full day or half day increments based on the preference of the Sergeant, for scheduled work days only. Sergeants may also use an extra (or fifth) sick day on short weeks if requested. Thereafter, if the Sergeant is still unable to return to duty, they may exercise the option of using available vacation benefits or compensatory time in the same manner. Sergeants who are out of work and receiving Workers' Compensation payments may draw down on current and then banked sick leave, and vacation or compensatory time, in the same manner.

4. Procedures for Granting Sick Leave. In order to be granted sick leave, the Sergeant or a designee must notify that Sergeant's department head or supervisor one and a half (1 ½) hours prior to the Sergeant's reporting time for work, except in cases of proven inability to furnish such notice. All sick days a Sergeant is entitled to in the schedule may be taken without the necessity of submitting a doctor's excuse, except, the University may require a physician's excuse in support of any request for sick leave, provided the Sergeant involved has been notified in writing on the occasion of their last prior absence for sickness or injury that such evidence might be required for any future sick leave request.

Sergeants may use up to twelve (12) days of their current or banked sick leave per year to care for a sick dependent or seriously ill parent.

5. Supplemental Pay for certain Worker's Compensation Injuries. Certain extraordinary duties and responsibilities required of Sergeants warrant

the University to implement a special pay policy limited to a serious injury or disability sustained by a Sergeant in the line of duty in acts of violence (such as stabbing or shooting) or peril (such as life rescue) or in the apprehension of a suspect involved in a criminal act.

This agreement will provide a Sergeant with a supplement to Workers' Compensation wages to provide full pay (based on regular hours) up to a maximum of ninety (90) calendar days. This will be reviewed each thirty (30) days during the ninety (90) day period.

Sergeants injured in the line of duty must follow the standard procedure for reporting an injury. The injury must be reported to the Sergeant's supervisor immediately to ensure appropriate medical attention. Supervisors should review the details of the accident with the injured Sergeant and the Sergeant should complete the Brown University Injury Report Form and submit it to the Insurance Office within 48 hours of the accident. (Delays in reporting may jeopardize a Sergeant's eligibility for Worker's Compensation benefits.)

The Insurance Office must receive proper medical documentation from the Sergeant's attending physician substantiating disability and work restrictions as soon as possible. If the Insurance Office determines that the sergeant is eligible for Workers' Compensation, a committee comprised of the Chief of Police or their designee, the Administrative Director of Public Safety, and the Director of Labor Relations for the University and the President of the Union or the Union President's designee will determine whether the injury meets the criteria for supplemental pay. If it is determined that the injury meets this standard, the department will pay a supplement to Workers' Compensation wages to bring the sergeant to full (regular) pay for a 30-day period.

The Sergeant will be required to give additional documentation from time to time as required by the Insurance Office or the Department as a condition for continuing these payments and to submit to an examination by a physician appointed by the University if this is deemed desirable by the University. At the end of the initial and any subsequent thirty (30) day period, a review of the circumstances of a particular instance, if necessary, will be conducted by the University to determine if the condition of the sergeant warrants a thirty (30) day extension.

X. RETIREMENT AND PAYOUTS

1. Voluntary Retirement. No Sergeant 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 Sergeant if and when, in the judgment of the University, the Sergeant is no longer qualified to perform the duties of employment.

2. Death Benefit. In the event a Sergeant dies during their employment, their beneficiary will be paid out 100% of the Sergeant's accumulated unused sick leave (up to the allowable cap of sixty (60) days) and vacation time.

XI. VACATIONS

1. Rate of Pay. Sergeants shall receive a vacation with pay, each year, of the length shown in Section 3 hereof. Vacation pay shall be upon the basis of a standard work week and at the rate per hour paid to the Sergeant for the last week prior to their vacation. Shift differential will be included in vacation pay.

2. Selection of Vacations. Sergeants shall be given a choice of vacation on the basis of seniority standing. Vacation picks will be submitted between January 1 and February 1 for the next fiscal year, July 1 to June 30. Management shall post said vacation picks no later than February 20. Yearly seniority vacation picks will be scheduled in full week blocks (Sunday through Saturday). Single day vacation picks may also be scheduled, on a seniority basis, after full week vacations are scheduled.

All Sergeants shall have appropriate advance notice of when their vacations may be taken. Vacations may be taken at any time during the year subject to the right of the University to reasonably limit the number of Sergeants on vacation in favor of the effective operations of the Department. Except as set forth above, authorization of vacation requests will be given within seven calendar days of the request.

3. Entitlement. University employees accrue paid time off that is determined by full-time or part time employment and their completed years of service. Employees paid hourly (non-exempt) accrue time off in hours.

Sergeants accrue ten vacation days (eighty hours) starting on their first day of work during their first two (2) years of employment at a rate of .8333 days per month. After two (2) years, the accrual increases to twenty-four days (one hundred eighty hours) annually at a rate of 2 days per month.

Any Sergeant may have a maximum of 22 days on the books, except they may exceed the cap by six days during the period beginning July 1 and ending on December 31 of each year. Bonus vacation days are excluded from this cap.

It is the intention of the Chief of the Department to approve vacation requests so far as to avoid overtime whenever practicable.

In the case of any Sergeant whose period of employment by the University was interrupted by service with the Armed Forces of the United States, the period of such Sergeant's service with the Armed Forces of the United States shall be deemed to be employment by the University for purpose of determining vacation benefits, subject to the provisions of Article XIII, Section 3, herein.

It is understood that, subject to the preceding provisions of this paragraph, the University will permit a Sergeant to use their vacation time in order to take one or more days off to observe religious holidays celebrated by members of such Sergeant's faith.

A Sergeant who completes 25 years of service is awarded an additional ten (10) days of vacation time (prorated for employees working less than 100% time) on a one-time- only basis. Recipients may use the additional days at any time, with their supervisor's approval, and the days do not have to be taken all at once. Bonus vacation time that is unused is payable at termination of employment.

4. Vacation time shall be allowed to be taken in fifteen (15) minute increments.

XII. HOLIDAYS

1. Holidays. The University will recognize the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Day after Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Juneteenth
- Floating Holiday (may be taken on Veterans Day)
- Election Day on even numbered years

Every Sergeant who is working a 4 day on 2 day off work schedule will receive an extra days pay for every said holiday listed. For Sergeants working a 5-2 schedule, if Veterans Day falls on a Saturday it will be observed on the immediately preceding Friday and if Veterans Day falls on a Sunday it will be observed on the immediately following Monday.

Any Sergeants required to work on a shift on New Year's Eve shall receive payment at one and one half time for all the hours actually worked during that shift.

A Sergeant on an approved vacation day, personal day, comp day, or accreditation day that encompasses a holiday on which they were scheduled to work, will be credited back with whatever type of day they used to cover the holiday (i.e., vacation day, personal day, comp day, or accreditation day).

2. Said compensatory time off will be granted in a manner to

mitigate overtime. Said compensatory time off must be discharged in fifteen (15) minute increments.

All holiday compensatory time off accrued between the date of July 1 through June 30 must be used by June 30 of that year with the exception of Memorial Day and Juneteenth holiday which must be used by October 1 of that year. In no event, shall any Sergeant receive any pay for unused compensatory time off.

Sergeants on any type of unpaid leave are not eligible for compensatory time off under this section. For further clarification, the compensatory time off is only awarded to those Sergeants who are actually scheduled to be off for the holiday as part of their 5 and 2 rotations.

3. Annual Christmas Break. Sergeants that work during the University's annual Christmas Break shall receive eight (8) hours of compensatory time off at straight time rates for each day worked if said days do not fall on a holiday.

XIII. OTHER EXCUSED ABSENCES FROM WORK

1. Bereavement. In the event of the death in the immediate family of a Sergeant, said Sergeant shall be entitled forthwith to a bereavement leave of absence up to a maximum of the Sergeant's five (5) scheduled working days, and be paid regular straight time pay for all regularly scheduled work days missed, only to be paid if they are regularly scheduled working days.

For the purposes of the provision of this section, "immediate family" shall generally mean mother, father, mother-in-law, father-in-law, grandparent, grandchildren, sister, brother, child, step parent, step child, spouse, or domestic partner of the Sergeant.

In the event of a death of an aunt, uncle, grandparent-in-law, sister-in-law, or brother-in-law, the Sergeant shall be given a two-day bereavement leave of absence with pay to attend the funeral and/or other memorial services.

Sergeants shall be 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.

2. Jury Duty. Any Sergeant who is absent from scheduled work with the University for jury duty shall receive the difference between what the Sergeant would have earned at their regular straight time rate of pay had they been at work and the payment received for such jury duty, provided the Sergeant furnishes the University with evidence of jury pay from the clerk of the court wherein they served as juror.

3. Reserve Duty. A Sergeant with a Reserve or National Guard commitment who attends required annual duty training or who is activated due to a 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 Sergeant would have earned at their regular straight time rate of pay had they been at work for that period and the payment received for such duty.

In order to receive this differential, the Sergeant 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 their Reserve or National Guard Unit indicating the amount of pay received for their training.

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

If a Sergeant continues to serve in 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.

4. Parental Leave. The granting of parental leave shall be governed in all respects by the University's Parental Leave Policy. Should there be any change to the University policy, the Union agrees to be governed by the policy as amended, provided the University policy remains consistent with state and federal law.

5. Personal Days. Two personal days with pay will be provided each benefit year (July 1st to June 30th) to Sergeants who have at least 1 year of

service in a full-time position as of the first day (July 1st) of the benefit year in question. One such day may be used at any time for any reason, except on Holidays, Training Days, or Block out Dates (but such Block out Dates shall be limited to ten (10) per calendar year). The second day will only be granted in a manner that mitigates the use of overtime. Sergeants who have less than 1 year of service in a full-time position as of the first day (July 1st) of the benefit year in question will receive one personal day that will only be granted when it will not necessitate overtime. Requests for personal days must be made in a timely manner. Personal days cannot be carried over from year to year.

6. Medical Disability Leave. Upon written application from a Sergeant who is unable to work due to a non-work-related personal injury or illness, the University shall grant a written leave of absence without pay not to exceed sixty (60) days provided the request is made in advance (if possible), indicates the anticipated date of return to work, and is accompanied by medical documentation stating that the Sergeant is unable to work.

The leave of absence will not be unreasonably denied if it is contemplated that the Sergeant will be able to return to work upon the completion of the leave, if it will not seriously impair the Department's operation, and if the Chief can hold a position open for the Sergeant's return. The leave may be granted, extended, or renewed for additional periods of up to sixty (60) days for reasons which, in the opinion of the University, are satisfactory. The University will have the right to have the Sergeant examined by a physician of its choosing.

7. Workers' Compensation Leave. Sergeants who are receiving workers' compensation payments as a result of an injury which occurred while on duty with the University will not be required to request a leave of absence in writing during the first twelve (12) months of absence due to injury but will be placed on such leave.

The Sergeant will provide the Chief or their designee with a copy of work status notes prepared by a physician following periodic examinations. Upon the expiration of the twelve-month period the Sergeant will be required to request a leave in accordance with (6) above.

8. Personal Leaves. All Sergeants shall be entitled to apply for personal leave. Upon written application from a Sergeant, the University in its exclusive discretion may grant a written leave of absence without pay not to

exceed thirty (30) days where good cause is shown provided the request is made in advance, indicates the anticipated date of return to work, and states briefly the purpose of the request. The leave of absence will not be unreasonably denied if it is contemplated that the Sergeant will actually return to work upon the completion of the leave, if it will not seriously impair the Department's operation, and if the Chief can hold a position open for the Sergeant's return. The leave may be granted, extended, or renewed for additional periods of up to thirty (30) days for reasons which, in the opinion of the University, are satisfactory.

9. Benefits During Leave. Seniority shall accumulate during the period of the leave of absences granted in accordance with 6, 7 and 8 above and shall be retained thereafter. However, time absent on leave shall not be counted as time at work for any other purpose except as provided for elsewhere in this agreement.

10. Accreditation Day. For every year the Department remains an accredited law enforcement organization by the Commission on the Accreditation of Law Enforcement Agencies (CALEA), Sergeants shall receive time off equal to one (1) day with pay. Said day must be taken within the benefit year (July 1st to June 30th). Said day will only be granted when it will not necessitate overtime. Requests to use this day must be made in a timely manner. This Accreditation day cannot be carried over from year to year and must be taken as a full day. This day will be pro-rated for part-time Sergeants.

11. Professional Days. Sergeants shall be allowed two (2) days off as professional days.

XIV. HOURS OF WORK

1. Normal Hours. The normal hours of work for Sergeants who are assigned to specialized units shall be forty hours per week, eight hours per day and five days per week (Monday-Friday) 1st shift (7:00 a.m.-3:00 p.m.) with the understanding that limited flexing may be required as deemed necessary to fulfill the duties of the specialized units. The normal hours of work for those Sergeants assigned to a 4 day on 2 day off schedule shall be 4 consecutive work days and have 2 consecutive days off on a rotating basis. The normal work hours for Sergeants assigned to 4 and 2 will be 1st shift (7:00 a.m.-3:00 p.m.), 2nd shift (3:00 p.m.-11:00 p.m.), and third shift (11:00 p.m.-7:00 a.m.). Notwithstanding the

above, Patrol Sergeants may be required to arrive 15 minutes before the start of a standard shift. The normal work week starts with the commencement of the 1st shift on Sunday and ends with the closure of the 3rd shift on the following Saturday. The normal workday starts with the commencement of the 1st shift and ends with the closure of the 3rd shift.

The University reserves the right to make temporary work assignments outside a Sergeant's regular schedule, and such assignments shall not be subject to the grievance procedure. A Sergeant shall not be required to work such assignment unless the Sergeant receives at least the following prior notice:

- a) Two (2) weeks prior notice for assignments which would be of a period of time greater than one week.
- b) No prior notice or discussion for emergency assignments, Commencement and routine overtime.
- c) One-week prior notice for all assignments which do not fall under (a) or (b) above.

Sergeants who are given prior notice as noted above will be expected to be present at the times and locations designated.

Except as noted in (b) above, the Union will have an opportunity discuss the matter with the University.

2. Overtime. Sergeants 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 per day or forty hours per work week, without duplication.

For the purpose of this Title, it is understood that the regular straight time hourly rate of pay used for the purpose of computing overtime shall never itself be increased by including it in any overtime, vacation pay, or any other premium pay, whether provided for in this Agreement or otherwise, or by adding such pay to the regular rate of pay.

There shall be no pyramiding or duplication of overtime, vacation, or any other premium pay except when a sergeant consents to work a detail on a previously approved vacation, comp or personal day. Hours paid at overtime rates on one basis shall not be paid, or used to calculate, an additional

overtime pay on another basis.

Nonscheduled overtime shall be divided as equally as efficient operations permit to all Sergeants, including those Sergeants on specialized assignments, available to work such overtime, provided the Sergeant is capable of performing the work. A list of all Sergeants, including those Sergeants on specialized assignments, in the unit shall be maintained by the University, by seniority, showing the number of occasions when overtime was worked by each Sergeant.

This list shall be kept up to date, being no less than twenty-four hours in arrears of when overtime was worked and shall be posted and available to all bargaining unit personnel.

Management has the right to have mandatory call back which will be utilized after the established "offering" procedure has been exhausted. Call back is considered a duty of each Sergeant and shall be mandatory unless the Sergeant can demonstrate to the satisfaction of the supervisor, a compelling reason for being unable to work.

It will be assumed that the Sergeant is ready, willing and able to work call back, unless a Sergeant has notified the supervisor in writing that he/she does not wish to participate in any overtime for a specified period (minimum of seven days). The Sergeant who has made such notification remains subject to mandatory call back.

Overtime work shall be assigned (forced) in reverse order of the standing list, i.e., to the person with the least amount of overtime hours for the quarter in question (including those Sergeants on specialized assignments). When the overtime hours of two or more persons are the same, the senior person shall be given preference.

The Union recognizes that it may at times be necessary to deviate from the above procedure because of emergency, short notice or in the interest of effective scheduling of the work.

Unless directed by their immediate supervisor, Sergeants may not work more than a maximum of sixteen (16) hours per workday and eighty (80) hours per work week. The Sergeant will share responsibility for ensuring

that they do not exceed these hours' limits and may be subject to progressive discipline for non-compliance. Except in an emergency as designated by the Chief of Police, the Department cannot force a Sergeant to work on both of they days off within they six (6) day work cycle.

3. Court and University Mandated Hearings. A Sergeant who is required to attend court or hearings in which their presence is mandated by the University outside their regular shift shall be paid a minimum of four (4) hours pay at time and one-half.

4. Firearms Qualification. Sergeants who otherwise would be off duty who are required by the Department to qualify at a firing range under a certified range officer will be paid at time one and one-half their regular hourly rate for applicable attendance hours.

5. Emergency Closing. Sergeants may be required to report to work or to remain at work during emergency closings of the University, in accordance with the University's operating procedures.

6. Shift Substitution Procedure.

a) Any member of the bargaining unit may switch they days off with a member of equal rank (classification). To be eligible for a shift switch, a Sergeant must provide written notification to they supervisor giving the reason for the request no less than twenty-four (24) hours prior to the start of the requested day off. No request shall be honored for the purpose of engaging in outside employment. A supervisor shall have the right to deny a switch request, if it would require overtime.

A Sergeant is limited to ten (10) shift switches per month, up to five (5) of which may be used in a minimum increment of down to no less than two (2) hours (i.e., less than eight [8] hours but not less than two [2] hours). This does not apply to switches for educational purposes.

b) In furtherance of this provision, Brown University and Brown University Sergeants (IBPO Local 863) have agreed upon a work schedule to carry out the foregoing provision.

Nothing in this section shall be construed to entitle any member of the bargaining unit to overtime pay for any calendar week as a result of they working more than eight (8) continuous hours when substituting for another Sergeant. All exchange days shall be completed during the Sunday through Saturday pay period. I.B.P.O. 863 on behalf of all members of the bargaining unit hereby expressly prohibits any member from requiring the University to pay overtime in the event a person fails to complete the substitution exchange. A Sergeant may switch shifts with another Sergeant and take a vacation day on that shift provided that there is adequate staffing to grant the time-off request.* In the event a Sergeant is unable to fulfill the shift switching obligation including but not limited to the Sergeant who calls out sick or is AWOL and the department incurs overtime expense, said expense shall be charged against the Sergeant's vacation entitlement.

- c) Sergeants who agree to substitute with another Sergeant shall report to duty at the scheduled time and will be held accountable for failing to do so.

A substituting Sergeant who fails to report for duty shall face disciplinary action and may receive serious disciplinary action, including up to one day suspension without pay and denied the opportunity to substitute with another Sergeant for a period of six (6) months.

- d) If any issue arises by virtue of this provision, the parties agree to meet and attempt a resolution. In any event, the application of this provision is not grievable or arbitrable.

XV. WAGE RATES

Individual hourly wage rates in effect during the term of this Agreement are shown in Appendix A, "Schedule of Wage Rates," which is attached to and made part of this Agreement.

Sergeants will be paid additional shift differential pay for each hour actually worked according to the following schedule

	7/1/21- 6/30/25
Second shift (1500-2300)	\$1.25
Mid shift (1900-0300)	\$1.50
Third shift (2300-0700)	\$1.75

Sergeants working personnel shortage overtime during these shifts will receive this additional pay. This provision is intended to reflect the mutual understanding of the parties that the nature of the work during these hours justifies the pay differential and shall not in the future be cause for the Union to request parity for Sergeants who are not assigned to work these hours.

Sergeants may participate in direct payroll deposit in accordance with guidelines established by the University and as may be revised from time to time, if and when this service becomes available for staff on the weekly payroll.

XVI. PAY FOR DETAILS

1. The pay rate for details performed on university holidays will be paid at the rate of double time per hour of their normal rate of pay. Any detail assigned on Sunday or holidays will be paid at the rate of double time per hour of their normal rate of pay. Any detail shall be paid at a four (4) hour minimum.

2. If the Chief of Police or their designee determines that a University sponsored event requires police Sergeant detail(s), such detail(s) shall be offered to members of IBPO Local 863 members prior to being offered to non-bargaining unit members.

3. The Chief reserves the exclusive right to determine the number of paid details, if any, needed at University sponsored events as well as the rank, classifications and qualifications of the officers eligible to perform such details.

XVII. RETIREMENT PLAN

1. Brown University Retirement Plan. Sergeants hired before July 20, 2001, or those rehired on or after July 20, 2001 with applicable prior service who are working 1,000 hours or more per year will be able to participate in the Brown University Retirement Plan for Security Patrol Persons (hereinafter “the Plan”), a defined contribution plan, in accordance with the following.

- a. Participation in the Plan is mandatory and begins after one year of eligible service.
- b. A Sergeant must contribute a minimum of 2% of eligible pay.
- c. The University will contribute an amount equal to 8% of Sergeant’s eligible pay. (If during the term of this Agreement the University increases its contribution factor to the Brown University Retirement Plan for non-exempt employees, the same improvements will be applied to Sergeants covered by this Agreement.)
- d. The University’s contributions increase by 2% on the first of the month following a Sergeant’s attainment of age 55.
- e. The University and Sergeant contributions are immediately and fully vested.
- f. All investment options provided for in the Plan will be available.
- g. A Sergeant must meet the Plan eligibility requirements as modified herein to be eligible.

“Eligible pay” as defined in this section means the aggregate amount payable as regular salary to a participant by the University, excluding bonuses and overtime pay. For purposes of this Section, the amount payable as salary will be determined without taking into account any salary reduction relating to the purchase of annuity contracts or investment in custodial accounts or the provision of medical, dependent care, or other welfare benefits.

2. Brown University Deferred Vesting Retirement Plan. Sergeants hired on or after July 20, 2001, who work 1,000 hours or more per year are eligible to participate in the Brown University Deferred Vesting Retirement Plan (hereinafter “the DV Plan”), in accordance with the following.

- a. The University's contributions to the DV Plan will begin after six months of eligible service.
- b. Sergeant contributions are voluntary, but the University's contributions will increase with Sergeant contributions of up to 2% of eligible pay.
- c. The University's contributions will be made as follows.

Sergeant Contributions on Schedule	The University's Contributions if below age 55, or if age 55 or older with less than 10 years of Service	The University's Contributions if age 55 or older and 10 or more years of service
0% but less than 1%	6%	8%
1% but less than 2%	7%	9%
2% or more	8%	10%

- d. As the table above indicates, the University's contributions increase by 2% at age 55 with 10 years of service.
- e. Sergeant contributions are immediately and fully vested. The University's contributions are vested over time according to the following schedule.

Completed Years of Service	Vested Percentage	Forfeitable Percentage
Less than 2	0%	100%
2 but less than 3	20%	80%
3 but less than 4	50%	50%
4 but less than 5	75%	25%
5 or more	100%	0%

- f. All investment options provided for in the DV Plan will be available.
- g. Must meet the DV Plan eligibility as modified herein to be eligible.
- h. "Eligible pay" as defined in this section means the aggregate amount payable as regular salary to a participant by the University, excluding bonuses and overtime pay. For purposes of this Section, the amount payable as salary will be determined without taking into account any salary reduction relating to the purchase of annuity contracts or investment in custodial accounts or the provision of medical, dependent care, or other welfare benefits.

XVIII. UNIFORMS AND PERSONAL APPEARANCE AND ALLOWANCES

1. Standards. For those Sergeants who are covered by this Agreement and who are required to wear a uniform on the job, the University reserves the right to prescribe standards of personal appearance and grooming, to include hair length and restrictions on facial hair, without recourse to the grievance procedure. Prior to changing standards of personal appearance, the University will notify the Union of the proposed change and afford the Union an opportunity to discuss the change.

Sergeants who are provided a uniform and identification tags by the University shall be required to wear such uniform and on the outermost clothing an identification tag and badge while on duty.

Sergeants are required to maintain a clean and proper appearance at all times.

2. Clothing and other Allowances. Full time Sergeants will receive a clothing maintenance allowance of one thousand two hundred (\$1,200.00) dollars. The Detective Sergeant's clothing maintenance allowance will be 25% above the allowance for uniformed Sergeants.

3. Phone Allowance. Phone allowances will be governed by Department policy.

XIX. GRIEVANCES

1. Procedure. The representatives of both the University and the Union shall be responsible for making earnest efforts satisfactorily to adjust any grievances or misunderstandings between the Sergeants and the University.

A Sergeant is entitled to have a Union representative present at an interview by the University which the sergeant reasonably believes could result in disciplinary action.

2. Definitions. The terms “business day”, “business days”, “working day” and “working days” wherever used in this Title shall mean and include any calendar day other than a Saturday, Sunday or holiday. All grievance hearings, other than arbitration, shall be conducted between the hours of 9:00 AM and 5:00 PM.

The following procedure shall be observed in handling grievances:

Step 1: The Union steward and the Sergeant shall take up the matter with the immediate supervisor of the Sergeant involved within five (5) business days after the occurrence giving rise to the grievance.

Step 2: If the grievance cannot be settled with the supervisor within five (5) business days, the grievance shall be stated in writing and signed by the Sergeant (if it is an individual grievance) within ten (10) business days after the occurrence giving rise to the grievance. The written grievance shall explain as specifically as possible the nature of the complaint and the contract provision affected and shall be taken up at a meeting between a representative of the Union and the Chief. The meeting will be held within five (5) business days after having been requested.

Step 3: The grievance will be answered in writing at Step 2 within five (5) business days after the second step meeting unless the time is extended by mutual agreement of the parties. Either party may, by written notice to the other, demand that the grievance be submitted to Step 3 provided such notice is given within five (5) business days after the answer at Step 2.

Third step meetings should be taken up by the principal officers of the University and the Union or their designated representatives.

The meeting under this Step shall be made within ten (10) business days from the request and the decision shall be given within five (5) business days after the third step meeting, unless mutually agreed otherwise by the parties.

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, demand that the grievance be submitted to arbitration provided that such notice is given within fifteen (15) business days from the date of the University's decision in Step 3. Said written notice or appeal must include a specific statement of the issues, relevant contract provisions and remedies sought, and be submitted simultaneously to the American Arbitration Association and the University (or Union if appropriate). An arbitrator shall be appointed under the rules of the American Arbitration Association. 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 this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties.

3. Class Grievances. The Union may, in its own behalf, file a "Class" grievance when the Union can substantiate that a Sergeant or group of Sergeants 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. Class grievances shall not be used as a substitute for individual grievances; by way of example, discipline and/or discharge when the Sergeant affected refuses or fails to file a grievance in their behalf. Class grievances shall be filed in writing at Step 2 of the procedure and signed by a representative of the Union within five (5) business days of the event giving rise to the grievance or within ten (10) business days of the Union's knowledge of such event.

4. Pay For Grievance Time. Where Steps 1,2, 3 or 4 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 Sergeants involved in the grievance meetings.

5. General Provisions. The Grievance and arbitration procedure herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances and the arbitration procedure provided herein shall constitute the sole and exclusive remedy to be utilized. A Sergeant who feels aggrieved by an order to perform same and then submit a protest as a grievance.

However, if a Sergeant refuses to perform a task because of an unsafe condition or because of the unsafe condition of the equipment provided to perform the task and the Sergeant's supervisor sends the Sergeant home, the Sergeant will be compensated for all lost time if the University Risk Management Chief determine that the condition or equipment provided was in fact unsafe, or if the Sergeant is successful in pursuing the grievance under the grievance procedures.

The University shall have the right to initiate Step 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.

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. The terms "working day" and "working days" wherever used in the Title shall mean and include any calendar day other than a Saturday, Sunday or holiday. All grievance hearings, other than arbitration, shall be conducted between the hours of 9:00 AM and 5:00 PM.

6. Retaliation. During the consideration of a grievance no one concerned therewith, either directly or indirectly, shall utilize any coercive or retaliatory measures to attempt to influence any party involved.

XX. STRIKES AND LOCKOUTS

It is agreed between the parties that during the term of this Agreement or any renewal, or extension hereof, whether or not there be a grievance dispute pending, there shall be no strike, lockout or stoppage of work concerning any matter in dispute arising out of this Agreement. Further, there will not be any sympathy strike whether sanctioned by the Union or any member of the Union, or not sanctioned, during the term of this Agreement.

XXI. DISCIPLINARY PROCEDURE

1. Brown University hereby agrees that no member of the IBPO Local 863 shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures as set forth in this agreement.

2. Introduction. No Sergeant who has completed the initial six (6) months probationary period shall be discharged or demoted without being afforded a hearing under the procedure as set forth in this title.

- a) Summary disciplinary action may be meted out by any person with supervisory responsibilities for infractions of Department rules and regulations. A Sergeant feeling aggrieved by this summary disciplinary action can appeal it by initiating the grievance procedure at the first step.
- b) Serious disciplinary action may be meted out only by the Chief or the person acting as Chief in their absence. The procedure set forth in Section 4 of this Title will be applicable when serious disciplinary action may result.

3. Definitions.

- a) "Summary Disciplinary Action" is counseling, verbal reprimand, written reprimand, and/or suspension for the balance of the shift.
- b) "Serious disciplinary Action" is any suspension without pay, any period of disciplinary probation, or termination of employment.
- c) Hearing. "Disciplinary Hearing" is any meeting held by the Chief or a person acting as Chief in their absence, to examine the evidence and circumstances of an alleged violation of Department rules and regulations following which a judgment of guilt or innocence will be made and appropriate follow-up action on this finding taken.

4. Initiation. A disciplinary proceeding may be initiated by a citizen complaint, information from another bona fide verifiable source, observation by a person with supervisory responsibility or be self-reported by the sergeant.

5. Procedures for Serious Disciplinary Action.

- a) Investigation - Following the initiation, an investigation will be performed by a member of management, or a person/persons or agency designated by the University in order to determine the facts of the complaint. The investigation involves taking statements from witnesses and the collection of physical evidence. Before a statement is taken from a Sergeant, the Sergeant will be informed in writing of the nature and source of the complaint.
- b) Charges - Following the investigation, the investigating officer will report their findings to the Chief who will make a determination as to whether or not there are grounds for a charge of violation of Department rules and regulations. If there are grounds for believing such violation took place, a formal written charge will be issued by the Chief. Along with the written charge, the alleged offending

Sergeant will be provided copies of reports and statements pertaining to the investigation.

- c) Admission of Charges - If the Sergeant admits to the charge, then the Chief will make a determination as to the penalty to be imposed.
- d) Denial of Charges - If the Sergeant denies the charges, then a hearing will be held within ten (10) days after the denial. The chief will determine guilt or innocence based upon the facts established at the hearing. The findings of the hearing will be written.
- e) Appeal - A Sergeant may appeal any finding of guilt or the penalty imposed by the Chief. To do so, the Sergeant must indicate their intent to appeal in writing to the Chief within seven (7) working days. Thereafter the issue will be considered at Step 3 of the Grievance Procedure and handled pursuant to that Section of the Agreement. If settlement is not reached in Step 3, the issue may move on to Step 4 of the grievance procedure.

6. Relief to be Granted. If it is ultimately decided that the discharge, suspension, demotion or penalty was unjust, the Sergeant shall be reinstated and be entitled to all back pay and benefits that said Sergeant may have lost as a result of the disciplinary action.

7. Miscellaneous Provisions.

- a) Minutes will be kept at hearings to include the possibility of tape recording the proceedings.
- b) All disciplinary proceedings will be confidential except the results of the hearings.

- c) Any alleged offending Sergeant may have a Union representative present at any disciplinary proceeding that they are required to attend.
- d) Whenever it is necessary and practicable to do so, the person or persons involved in the incident or incidents giving rise to the matter at issue will be asked to testify, and the alleged offending Sergeant or their representative will be afforded an opportunity to ask questions to establish matters of fact.

8. Suspension Without Pay. Nothing herein shall prohibit any person of management from suspending a Sergeant without pay pending investigation when the Sergeant has been charged with a felony. In such a case a hearing shall take place within ten (10) days from the date of the suspension but may be continued at the request of the Sergeant who shall continue to be suspended without pay.

9. Due Process Guarantees.

- a) Any interview or interrogation will be conducted at a reasonable hour, preferably at a time when the Sergeant is on duty.
- b) The interview or interrogation will take place at the office of the investigating officer.
- c) Interview and interrogation sessions will be for reasonable periods and will be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- d) If any Sergeant is under arrest or is likely to be placed under arrest as the result of the interrogation, they shall be completely informed of all their rights prior to the commencement of the interrogation.

XXII. BULLETIN BOARDS

It is agreed that the University shall provide specific bulletin boards which may be used by the Union for the sole purpose of posting notices. Notices shall be restricted to the following type:

- a) Notices of Union recreational and social affairs;
- b) Notices of Union elections, appointments, and results of Union elections;
- c) Notices of Union meetings.

The posting of all material will be done with the approval of the Chief of Police.

XXIII. TUITION

1. Tuition Aid Program. 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.

2. 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.

XXIV. LEGAL REPRESENTATION

The University shall indemnify bargaining unit members against all liabilities and reasonable expenses in connection with the defense and disposition of any civil action, suit, or proceeding in which an Sergeant may be involved or with which an Sergeant may be threatened as a consequence of discharging the Sergeant's responsibilities and duties as a Sergeant of the University, provided that the action of the Sergeant are within the scope of employment, and are in good faith and are undertaken with the reasonable belief that such actions are in the best interest of the University. The University retains the right to direct, settle, compromise and/or otherwise defend said action, suit or proceeding including representation and the use of counsel as it deems desirable.

XXV. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2021, and shall continue in effect until midnight June 30, 2025 and from year to year thereafter, unless no less than sixty days prior to June 30, 2025, or any June 30th 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 June 30th of the year in which said notice is given, unless an Agreement is reached between the parties on proposed amendments before the date or unless the Agreement is extended beyond that date by mutual agreement between the parties.

XXVI. 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. If any provision of this Agreement is held to be in violation of the law, the invalidity of such provision will not affect the remainder of the Agreement.

XXVII. SPECIALIZED ASSIGNMENTS

1. Whenever the Department determines that it will fill a specialized assignment it shall make an agency-wide announcement.
2. The announcement shall include a detailed description of the duties and responsibilities of the assignment as well as its shift.
3. A Sergeant must submit a letter of interest to the Chief if they wish to be considered for a particular specialized assignment. The filling of a special assignment shall be based upon education, training, initiative, experience and seniority.
4. Any Sergeant serving in a specialized assignment shall receive a \$1.25 per hour premium when performing said duty. Any Sergeant serving as the "Field Training Officer" will receive a \$4.50 /hour premium when actually performing said duty and one (1) hour of compensatory time for every eight (8) hour shift worked as a Field Training Officer. Detective Sergeant's shall receive a \$1.75/ hour premium when actually performing said duty.

5. Only a Sergeant who has completed their initial six (6) month probationary period shall be eligible to serve in a specialized assignment, unless he/she is the only Sergeant who submits a letter of interest to the Chief for such assignment.

6. Upon termination of a specialized assignment a Sergeant shall be returned to their pre-specialized assignment shift.

XXVIII. TERMINATION

1. Notice of Intention to Leave. If and when a Sergeant leaves the service of the University, on their own initiative, they shall give reasonable notice of such intention to the Chief, provided that it shall not be a period less than two weeks. If such notice is not given by the Sergeant they shall not be entitled to receive compensation for any accumulated vacation rights to which they would otherwise be entitled. Further, said Sergeant will not be entitled to take or be paid for vacation or sick leave during the notice period unless they obtained approval for such leave prior to submitting a notice to leave.

2. Accumulated Vacation. Any Sergeant leaving the employment of the University shall receive, at the time of such leaving, in addition to all other sums due to them, a payment at their regular rate with respect to each day of accumulated vacation rights determined as aforesaid, subject to the notice provision above.

3. Severance Pay. In the event the employment of a full time Sergeant shall be terminated because of inefficient or other similar unsatisfactory performance of such Sergeant's work (other than misconduct as provided below), the dismissed Sergeant shall be paid, in addition to any unpaid wages earned for work performed prior to the actual date of termination of employment, severance pay in lieu of any accumulated vacation pay as follows:

- a) if the dismissed Sergeant has been continuously employed by the University over one year, but under two years, one week's regular wages without overtime.

- b) No severance pay or other severance benefit, including without limitation accumulated vacation pay, will be paid or given in the event of termination of employment for misconduct or other violation of University regulations.

XXIX. 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 concludes negotiations and resolves all issues between the parties and further is the entire Agreement between 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.

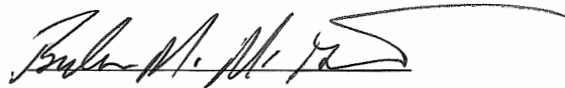
All past practices inconsistent with this Agreement are eliminated, unless continued by the University under the discretion conferred by Article II (Management) or as otherwise specifically agreed by the parties in writing. As used in this Article, the term "past practice" must be unequivocal, clearly enunciated and acted upon, and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. The previous failure by the University to have exercised any right retained by management, whether explicitly or implicitly, shall not be construed to constitute a past practice.

IN WITNESS WHEREOF, the parties have hereunto and to give counterparts hereof set their hands and seals, each by its officers thereunto duly authorize, this 17th day of August, 2023.

For The University:



For IBPO 863:



Appendix A

Police Sergeant is the only job classifications covered by this Agreement.

The "Field Training Sergeants" will receive a \$4.50/hour premium when actually performing said duty and one (1) hour of compensatory time for every eight (8) hour shift worked as a Field Training Officer. Detective Sergeants shall receive a \$1.75/ hour premium when actually performing said duty. Sergeants assigned to special assignments receive a \$1.25/hour premium when actually performing said duty.

Shift Differential 2nd shift \$ 1.25, Mid Shift \$1.50, 3rd Shift \$1.75 per hour.

Year 0 – Effective in the first pay period following ratification, Sergeants will receive the greater of a 2.5 % general wage increase or adjustment to the minimums set forth below:

Job Classification Start Rate	3 years of service**	5 years of service
\$74,000	\$78,000	\$83,000

Year 1 – Effective in the first pay period following ratification, Sergeants will receive a 3.5% general wage increase.

Year 2 – Effective in the first pay period following July 1, 2023, Sergeants will receive a 3.0% general wage increase.

Year 3 – Effective in the first pay period following July 1, 2024, Sergeants will receive a 3.0% general wage increase.

The employee health insurance contribution rate shall be 20%.

** Service refers to time in the job classification.