

Collective Bargaining Agreement

BETWEEN

Brown University

AND

**Labor Organization of Community Coordinators (“LOCC”)
RIFTHP-AFT Local 6516**

Contents

Preamble 1

Article I: Union Recognition and Bargaining Unit Information 2

Article II: Union Rights 5

Article III: Union Security and Checkoff 7

Article IV: Management Rights 9

Article V: Equal Employment Opportunity and Non-Discrimination 11

Article VI: Grievance Procedure 18

Article VII: Discipline and Discharge 23

Article VIII: Appointments and Rehire 26

Article IX: Role Responsibilities 27

Article X: Training 29

Article XI: Staff Communication 31

Article XII: Compensation 32

Article XIII: Absences and Holidays 33

Article XIV: International and Undocumented Student Matters 34

Article XV: No Strikes-No Lockouts 35

Article XVI: Severability 36

Article XVII: Entire Agreement 37

Article XVIII: Duration 38

Preamble

All parties are committed to the creation and maintenance of a work environment where employees and supervisors treat each other with dignity, respect, and civility.

The parties recognize the role that Community Coordinators play in supporting the mission of Brown's Office of Residential Life to create inclusive communities that promote student growth, well-being, and holistic development by providing opportunities for students to share a sense of belonging to the Brown community, practice and expand what they are learning in their course of study, be supported in the development of healthy practices, and cultivate connections with their fellow students. The parties also recognize the contributions of Community Coordinators in connecting students' individual experience to a collective experience that is mindful of their holistic needs for emotional, social, physical, intellectual, behavioral, and spiritual health.

In particular, the parties recognize the role that Community Coordinators play in:

- fostering an environment where residents are individually known and their identities, histories, backgrounds, experiences and beliefs are valued and respected
- helping residents understand their individual responsibilities in shaping and contributing to shared norms and values for the collective good
- supporting residents in actively participating in dialogue and activities that advance mutual understanding across differences and shared commitment to the community
- establishing and supporting healthy norms
- recognizing and responding to residents' needs by making prompt referrals to appropriate resources

Article I: Union Recognition and Bargaining Unit Information

A. Recognition

Brown University, or, "the University," hereby recognizes the Labor Organization of Community Coordinators, RIFTHP-AFT Local 6516, or, "LOCC," or "the "Union," as the sole and exclusive collective bargaining unit representative for wages, hours, and terms and conditions of employment for all members of the bargaining unit as set forth herein.

The University agrees not to negotiate with any other labor organization, its agent, or any employee organization over wages, hours, terms and conditions of employment, for all employees within the bargaining unit. No changes to wages, hours and terms and conditions of employment that fall within the specific terms of this Agreement, other than those that are recognized by this Agreement, will be made except by mutual agreement of the University and the Union pursuant to collective bargaining.

B. Bargaining Unit Description

The bargaining unit consists of all Community Coordinators employed by the University, pursuant to the Recognition Agreement between Local 6156, RIFTHP, AFT, GLO and Brown University signed October 16, 2023.

Excluded from the bargaining unit are all other employees of the University.

The parties recognize that members of the bargaining unit are students in the University's undergraduate and graduate programs, and even when performing work as defined by this Agreement, they retain their status as students. Consequently, the University shall exercise sole authority on all decisions involving academic and student matters. Nothing in this Agreement shall be construed to prevent the University from exercising its authority through established University governance processes and procedures.

C. FERPA Release/Waiver

The University shall provide all CCs performing bargaining unit work with a form that, when signed voluntarily, will constitute a valid written waiver of their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information sought by the Union for representation purposes as set forth in this Article.

The University shall provide this FERPA waiver to newly hired CCs with their employment acceptance materials.

This form will be included in the CC's original hiring documents along with a communication that will indicate that the Union is their exclusive bargaining representative when the CC is engaged in bargaining unit work covered by this Agreement. The communication will also include, at minimum, information about the following:

1. The Union has a legal obligation to represent the CC when they are engaged in bargaining unit work and that to do so, the Union requires information about its members so that it is properly prepared to enforce the Collective Bargaining Agreement negotiated with the University;
2. In order to avoid any conflict between the National Labor Relations Act, which grants the Union the right to access this information, and FERPA, which protects certain information in a CC's student records, the CC will be asked to sign the form to grant the Union access to records maintained by the University which relate to employment covered by this Agreement; and
3. Contact information for the Union and the University to raise any questions about the FERPA release/waiver, and/or how the information shared with the union may be used.
4. In addition to any specific language the University determines is legally required, it shall communicate the information in this Section in plain language that prioritizes clarity and comprehension.
5. The Union agrees that it will not re-disclose any non-directory information provided by the University under this Article without the written consent of the CC.

D. Bargaining Unit Information

No later than two weeks after the selection process for CCs concludes, the University will provide the Union with the following unblocked directory information regarding bargaining unit members for the following Fall semester:

1. Name;
2. Phone Number; and
3. University email.

For each CC who has given the University a properly executed FERPA release/waiver, the University will provide the Union with the following information regarding bargaining unit members no later than two weeks after the selection process for CCs concludes:

1. Employee ID number;
2. Dormitory placement and name of supervisor (Area Coordinator);
3. Amount of compensation taxed as wages for the appointment.

If any CC is hired after these initial lists are sent to the Union, within two weeks

of their hiring the University will provide the Union with the information listed in Section D of this Article. The University will also send the FERPA excluded information in Section D of this Article for any newly hired CC who has given the University a properly executed FERPA release/waiver.

If any CC has a change of employment status, for any reason whatsoever, the University will notify the Union as soon as possible.

The Union agrees to notify the University of its upcoming obligations as defined in this Article at least two (2) weeks prior to the deadlines established in Section D of this Article. If the Union fails to notify the University by the deadline established in Section D of this Article the University shall provide the information agreed to in this Article no later than two (2) weeks after the Union does send notification. The University recognizes its ongoing obligations to provide this information and shall make reasonable efforts to prepare for such requests without waiting for notification.

Article II: Union Rights

A. Union Orientation

Union representatives may attend and speak at all work-related orientations which CCs are expected to attend.

1. The University shall notify the Union of such orientation as soon as practicable, but no later than ten (10) calendar days in advance.
2. Time allocated for Union Representatives is limited to 60 minutes in any particular orientation session unless agreed upon at least five (5) business days in advance by the Department and the University.
3. The University will make a good faith effort to notify the Union no later than ten (10) business days before the start of each semester of the names of CCs who will not be in attendance for any orientations.
4. The Union shall notify the University (or the relevant program administrator) of its intent to send representatives and will provide the name and contact information for a point of contact as soon as practicable. Space cannot be guaranteed if the program administrator is notified later than five (5) business days in advance of each orientation.

B. Good-Faith Rules

It is understood that CCs may serve, from time to time, in roles or on committees related to and in support of Union business and the administration of this Agreement. The University will respect and not interfere with reasonable amounts of time CCs spend on such activities.

1. Official Business. Representatives of the Union shall be permitted to transact official business with appropriate representatives of the University at all reasonable times.
2. Rooms, Facilities, and Equipment. Where rooms, facilities, or equipment that does not have a cost to the University, such as computing and audiovisual, are available for meetings or use by other university unions, such rooms, facilities, or equipment will be made available to the Union in accordance with established University policies and procedures. CCs shall be allowed to book rooms in accordance with University guidelines for work-related meetings or functions.
3. Bulletin Boards. The Union will be provided with a bulletin board on campus for its exclusive use.
4. Tabling. The Union may, at its choosing, have an information table for a one-hour period both before and after a CC orientation in a mutually convenient location and in accordance with established University policies and procedures.

C. Communication

1. The University shall, by the end of the first full week of each semester, make readily available on a University web page for students a plain language summary of this Agreement written and prepared by the Union. The plain language summary shall note that it is the sole work of

the Union and that this Agreement is the definitive agreement for all CCs.

2. The University shall make the full text of this Agreement available to members of the Union, the Brown community and the public on the University website alongside other University collective bargaining agreements.
3. By October 15 of each year, the Union shall provide a list of those CCs who shall represent the Unit in the adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a Grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement. The Union will update such a list periodically, as needed.

D. Labor-Management Committee

The purpose of the Labor-Management Committee is to discuss and resolve problems and processes of mutual concern. The committee shall be composed of no more than ten (10) members: up to five (5) representing the Union and up to five (5) representing the University. The Labor-Management Committee shall not have the authority to discuss or resolve grievances or to engage in collective bargaining during Labor Management Meetings unless otherwise agreed to by the parties.

The Labor-Management Committee will meet no less than twice each semester and at other times as needed. If either party requests a Labor-Management meeting, parties will work to hold the meeting within two weeks of its being requested. If either side will be bringing additional individuals to a meeting, they will notify the Labor-Management Committee at least two (2) days in advance.

A meeting agenda will be established two days prior to each meeting. Items may be added to the agenda at the beginning of each meeting by mutual consent.

Article III: Union Security and Checkoff

A. Union Security

The University and the Union agree that it shall be a condition of employment that all CCs shall maintain union membership or pay Fair Share Fees, as detailed in Section B of this Article below. The union will provide the University with the links to agreeable electronic versions of union membership and fair share fee deduction forms. The University shall:

1. notify covered CCs at their time of hire of the existence of this Agreement, and
2. provide new hires with union membership and fair share fee payroll deduction information and links to the electronic forms provided by the union in their initial employment acceptance material.

B. Fair Share Fees

CCs shall have the right to, in lieu of union membership, pay a Fair Share Fee (a service charge as a contribution toward the cost of administration of this Agreement and representation of CCs). The amount of such Fair Share Fee shall be determined by the Union in accordance with applicable law.

C. Authorization

A CC may choose to have their union membership dues (for those who become members of the Union) or their Fair Share Fees (for non-members) deducted from each paycheck during the periods they are performing services covered by this Agreement, as long as they have signed an authorization for such deductions in a form acceptable to the University and the Union. Authorization forms submitted to the University will be processed prospectively on the next feasible payroll and not retroactively.

D. Amounts

Each semester, the Union shall establish and certify in writing to the University's designated representative the amounts of Dues and Fair Share fees applicable to bargaining unit members. This notification shall be provided no less than thirty (30) days before it becomes effective. The effective date of any change in amount shall coincide with the beginning of an academic semester.

E. Committee on Political Education (COPE) Contributions

The University agrees to deduct voluntary contributions made by CCs to the Union COPE and to remit said contributions to the Union in the same manner as union dues and Fair Share fees are remitted. Such contributions are strictly voluntary and can be in any amount as determined by the CC. COPE deduction authorization forms shall be submitted to the University and will be processed prospectively on the next feasible payroll period as determined by the University and not retroactively.

F. Payroll Deduction

The Union shall receive payroll deductions for any dues, fees, and/or contributions from any CC in the bargaining unit during the period when the CC is performing services

covered by this Agreement, and who has indicated in writing that they wish such deductions to be made. Deductions shall be made prospectively only.

1. Deduction. Each payday, the University shall deduct any authorized deductions.
2. Revocation. A CC may revoke an authorization by notifying the Union and the University or University-designated office in writing.
3. Notification. Members' Dues deduction, Agency Fee deduction, and revocation forms voluntarily completed by a CC shall be submitted to the Union. The Union shall communicate all Membership Dues, Agency Fee, or revocation statuses for each CC to the University within one week of the form's submission.
4. Remission of Dues. On or about the fifteenth (15th) day of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee.

G. Indemnification

The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions, or proceedings by a Student Employee out of or by any reason or action taken or not taken by the University pursuant to this Article.

Article IV: Management Rights

- A. All Brown University academic, student, and management rights, functions, and prerogatives (hereafter referred to as “Management Rights”), written or unwritten, which have not been explicitly modified or restricted by specific provisions of this Agreement, are retained and vested exclusively in Brown University and may be exercised by the University at its sole discretion. These management rights include, without limitation, the authority to:
1. exercise sole and exclusive authority on all decisions involving academic and student matters as noted in Article I, Recognition and Bargaining Unit Description;
 2. make appointments of Community Coordinators and other positions specified in Article I which are made at the sole discretion of the University;
 3. determine, establish, direct, effect and control, alter or discontinue the University’s mission, objectives, priorities, organizational structure, programs, services, activities, facilities, locations, operations and resources;
 4. determine and implement the University’s budgetary, financial, and personnel decisions and procedures by which the University’s programs, services, and operations are conducted;
 5. establish, maintain, modify, and enforce standards of performance, productivity, conduct, order, safety, and other University policies, procedures, guidelines, rules, and regulations and to require bargaining unit members to observe them;
 6. recruit, hire, appoint, reappoint, not reappoint, assign, schedule, transfer, direct, train, supervise, evaluate, promote, tenure, retain, discipline, demote, suspend, and dismiss employees, within the limitations set forth in this Agreement;
 7. determine or modify the hiring criteria and work standards for and the number and qualifications of employees;
 8. modify and eliminate positions;
 9. determine and modify job classifications and job descriptions;
 10. set student admissions standards and make decisions regarding student admission, matriculation, degree completion, and graduation standards;
 11. determine and modify, tuition, fees, costs and charges for academic operations, benefits and University services;
 12. set the rank, level and category of appointment consistent with the terms defined by this Agreement;
 13. determine courses, curriculum, course content, and instructional methods;
 14. assess student work and grades and determinations as to students’ academic progress;
 15. make determinations as to academic probation and dismissal;

16. investigate and determine matters of sexual harassment, discrimination and personal misconduct;
17. set the policies, procedures and regulations regarding intellectual integrity and intellectual property;
18. determine and modify benefits (provided that they are not terms and conditions of employment) offered and their costs to students;
19. set the specifics of academic calendars and holidays; and
20. select and periodically change the insurance carriers and arrangements, provided such changes do not have a material impact on the benefits available to Student Employees or any associated costs.

B. Brown University retains all rights and prerogatives granted by applicable law.

C. Brown University shall continue to appoint, to involve and to recognize students on departmental, program, school, college and university committees, bodies and task forces to provide insight, guidance, and determinations about University matters. Brown University shall continue to provide adjustments, accommodations and assistance to individual students. These practices shall not be deemed to conflict with the LOCC Union bargaining relationship and the participation of students in this manner shall not be deemed to be collective bargaining negotiations or to modify, add to or change the Agreement.

D. The exercise of Management Rights by Brown University shall be consistent with this Agreement. No action taken by Brown University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

The enumeration of Management Rights in this Article is not exhaustive and does not exclude other Management Rights not specified herein. Brown University, in not exercising any Management Right hereby reserved to it in this Article, or in exercising any such Management Right in a particular way, will not be deemed to have waived its right to exercise such Management Rights or preclude Brown University from exercising the Management Rights in some other manner.

Article V: Equal Employment Opportunity and Non-Discrimination

A. Statement of Values

Unlawful discrimination or harassment has no place at the University and offends the University's core values, which include a commitment to equal opportunity, diversity and inclusion. The University and the Union hereby affirm a mutual commitment to affirmative action and community that is truly integrated, diverse and inclusive and agree that there shall be no discrimination or harassment based on federal and state law, University policy and factors defined below in the application of this Agreement.

B. Statements of Policy

Brown University policy statements on discrimination and harassment reflect Brown's commitment to creating and maintaining educational, working and living environments that are free of any unlawful discrimination. The University recognizes its legal obligations to pursue that same goal, including with regard to this Agreement when the act or activity pertains to or is directly related to the Student Employee's specific status or function as a Community Coordinator, under applicable Federal and State statutes, which include Title IX of the Education Amendments of 1972, Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Rehabilitation Act of 1973.

The University and the Union agree not to discriminate or permit harassment on the basis of an Impermissible Factor including race, color, caste, religion, age, national or ethnic origin, disability, status as a veteran, sexual orientation, gender identity, gender expression or sex or any other characteristic protected under applicable federal or state law or University policy. In the spirit of a mutual commitment to a truly integrated, diverse and inclusive community, the University and the Union further agree not to discriminate or permit harassment based on Union membership or Union activity, participation in a grievance or complaint process (formal or informal) provided under this Agreement, marital, parental or pregnancy status; citizenship status; appearance, including height or weight when height or weight are related to existing protected categories such as gender or disability; genetic information; health or health history.

More generally, in keeping with University policy, instances of harassment, bullying behavior, or retaliation of any kind are prohibited. This kind of behavior includes but is not limited to power-based harassment, which is abusive or intimidating behavior by individuals who hold supervisory authority over students or employees, when such conduct interferes with or limits an employee's ability to perform their job or denies or limits a student's ability to participate in or benefit from the University's programs and thus creates a hostile work or learning environment.

C. Non-Retaliation Policy

University policy prohibits taking any retaliatory action for reporting or inquiring about alleged improper or wrongful activity. The University will not tolerate any form of retaliation against a Community Coordinator for making a good faith report of potential university-related legal or policy violations, including but not limited to allegations of

discrimination and/or harassment. No Community Coordinator shall be adversely affected by the University because they refused to carry out or endorse a directive which constitutes fraud, poses a danger to health or safety, or is a violation of local, state, federal or other applicable laws and regulations. Any attempted or actual retaliatory action covered under this Policy will be subject to disciplinary action, up to and including termination. The University will investigate any complaint of alleged retaliation.

D. Community Coordinator Responsibilities

The Union acknowledges that Community Coordinators covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article. Community Coordinators, acting as CSAs (Campus Security Authorities), are subject to the same reporting requirements as other CSAs, and the University shall provide training regarding these requirements. Community Coordinators are held to the same standards prohibiting discriminatory treatment as teachers and supervisors with regard to their treatment of the students that they are responsible for.

E. Definitions of Discrimination and Harassment

The University has established policies which define and prohibit discrimination and harassment and which apply to all Community Coordinators. These relevant policies include the "Sexual and Gender-Based Misconduct Policy" and the "Nondiscrimination and Anti-Harassment Policy" and the "Americans with Disabilities Act." Definitions of discrimination and harassment specific to this Agreement, and consistent with those University policies, follow below and are included here for informational reference. The Union and the University acknowledge that as an employer the University is subject to compliance with federal, state and local law, including regulations, guidance, court decisions, and other external factors (collectively "the law") which may change from time to time and are beyond the control of the University and outside the terms of this Agreement. If there is a conflict between this Agreement and University policy, this Agreement shall be controlling, provided that this Agreement does not limit or interfere with the University's compliance with the law.

During the life of this Agreement, should the Office for Civil Rights of the United States Department of Education issue new formal rules under its Title IX authority that require the University to modify its current Title IX policies and procedures, the University shall notify the Union at the earliest possible opportunity of its intent to modify its current Title IX policies. The University shall also notify the Union at least 14 days in advance of the finalizing any such changes, and provide an opportunity at least 7 days in advance for the Union to meet and discuss in good faith the proposed changes.

Unlawful discrimination is defined by federal and/or state statute to include unfavorable or unfair treatment of a person or class of persons because of an Impermissible Factor: race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, and gender expression.

Unlawful harassment is harassment that refers to or is based upon the protected status

of the person or persons being harassed, as defined by relevant federal and/or state statutes or University policies. Unlawful harassment in the work and educational environment is created if the conduct of another person is sufficiently severe or pervasive such that it interferes with an employee's ability to perform their job or denies or limits a student's ability to participate in or benefit from the University's programs and thus creates a hostile work or learning environment.

In evaluating whether a hostile environment exists, the totality of known circumstances shall be considered, including, but not limited to:

1. The frequency, nature, and severity of the conduct;
2. Whether the conduct was physically threatening;
3. The effect of the conduct on the grievant's mental or emotional state;
4. Whether the conduct was directed at more than one person;
5. Whether the conduct arose in the context of other discriminatory conduct;
6. Whether the conduct unreasonably interfered with the grievant's educational or work performance and/or University programs or activities; and
7. Whether the conduct implicates concerns related to academic freedom or protected speech.

Sexual Harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, electronic, or otherwise, when one or more of the following conditions are present:

8. Submission to or rejection of such conduct is either an explicit or implicit term or condition of, or is used as the basis for decisions affecting an individual's employment or advancement in employment, evaluation of academic work or advancement in an academic program, or basis for participation in any aspect of a Brown University program or activity (*quid pro quo*); and/or
9. Such conduct has the purpose or effect of unreasonably interfering with an individual's learning, working, or living environment; in other words, it is sufficiently severe, pervasive, or persistent as to create an intimidating, hostile, or offensive learning, working, or living environment under both an objective and subjective standard (hostile environment).

Gender-Based Harassment includes harassment based on sex or gender, sexual orientation, gender identity, or gender expression, which may include acts of intimidation or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature.

Gender identity or expression means a gender-related identity, appearance, expression of behavior of an individual, whether actual or perceived, and regardless of the individual's assigned sex at birth.

F. Applicability of This Article

Discrimination and/or Harassment directed against any person(s) covered by this Agreement shall be strictly prohibited (Prohibited Conduct). For the purposes of this Agreement this Article pertains to acts of Prohibited Conduct committed against a

Student Employee when the act or activity pertains to or is directly related to the Student Employee's specific status or function as a Community Coordinator and when:

1. The conduct occurs on Brown University premises; and/or
2. The conduct occurs in the context of a Brown University employment, education, or research program or activity, including but not limited to Brown University-sponsored study abroad, research, internship, mentorship, summer session, or other affiliated programs or premises, or fieldwork activities; and/or
3. The conduct occurs outside the context of a Brown University employment, education, or research program or activity, but (a) has continuing adverse effects on Brown University premises or in any Brown University employment, education, or research program or activity or (b) occurs in close proximity to Brown University premises and is connected to hostile conduct on Brown University premises.

G. Processes for Complaints of Discrimination and Harassment

1. Community Coordinators may seek to resolve complaints of alleged discrimination or harassment in the workplace by the University (as opposed to discrimination or harassment alleged against an individual or individuals who are not party to this Agreement), including complaints regarding Remedial and Protective Measures taken or made available to Community Coordinators, under the grievance procedure in accordance with Article VI: Grievance Procedure of this Agreement. Complainants may also proceed with the procedures of the University Office that handles such discrimination or harassment claims, regardless of whether they choose to pursue resolution through the grievance procedure in this agreement. The Union will encourage Community Coordinators to file complaints of alleged discrimination or harassment by an individual or individuals who are not party to this Agreement with the relevant Brown office.

Community Coordinators may consult with and be accompanied by an advisor of their choice, including a Union representative at any and all steps, preliminary or otherwise, of the formal complaint procedures regarding any complaints of the types discussed in this Article.

2. Regarding allegations of discrimination and harassment against an individual or individuals who are not party to this Agreement, if the Union determines that the findings of the University office that handles such discrimination or harassment claims, or actions of this office, constitute a violation of this Agreement, the Union may take the matter to mediation by serving notice in accordance with Article VI: Grievance Procedure. The University shall be responsible for covering the full cost of mediation for a period of two (2) business days, after which the University and the Union will split the costs evenly.
3. With regard to complaints of alleged discrimination or harassment in the workplace by the University (as opposed to discrimination or harassment alleged against an individual or individuals who are not party to this Agreement), including complaints regarding Remedial and Protective Measures taken or

made available to Community Coordinators by the University, a Community Coordinator who alleges a violation of this Article may file a grievance at Step Two.

Any such Step Two grievance will be processed in accordance with Article VI: Grievance Procedure of this Agreement.

If the grievance is not resolved at Step Two, the Union may pursue arbitration. The arbitrator will be selected from a panel of arbitrators that have been previously agreed upon by both parties. The parties shall identify arbitrators with experience in discrimination and harassment cases. If they cannot, the parties can request a list from the American Arbitration Association and the arbitration shall proceed under the Voluntary Labor Arbitration Rules of the AAA.

The arbitrator shall decide whether or not this Article has been violated and what remedy, if any, is due to the Community Coordinator. The arbitrator shall not have the ability to impose any discipline, sanctions or other penalty upon any individual.

Except as set forth in this Article, the other arbitration rules and other limitations on the arbitrator's authority delineated in Article VI: Grievance Procedure, of this Agreement will apply with equal force to a grievance over claimed violations of this Article.

4. Nothing in this section shall be construed to prevent a Community Coordinator who alleges discrimination under this Article from exercising constitutional or statutory rights which might be available in addition to what is provided in this Article, including but not limited to the right to contact the United States Department of Education's Office for Civil Rights.

H. Remedial and Protective Measures

Brown University will take and/or make available reasonable and appropriate measures to protect a Community Coordinator's access to Brown University employment or education programs and activities regardless of whether they choose to file a Complaint under the applicable University procedures and/or exercise their constitutional or statutory rights. These measures may be both remedial (designed to address a complainant's safety and well-being and continued access to educational opportunities) or protective (involving action against a respondent). Remedial and protective measures, which may be temporary or permanent, may include counseling and emotional support, no contact and communication directives, residence modification, academic schedule modification, academic accommodations or assistance, escort, voluntary leave of absence, interim suspension, administrative leave, restrictions on campus activities, work schedule modifications, and other remedies as reasonable and appropriate. A Community Coordinator seeking relief under this section shall have the right to have an authorized Union Representative present at any point.

Remedial and Protective Measures are available to all members of the Brown University community through the appropriate offices, including Title IX and Gender Equity and Campus Life. For purposes of this Agreement, the University and the Union acknowledge that matters specific to the terms and conditions of employment as Community Coordinator may need to be addressed from time to time. A Community Coordinator seeking remedial and protective measures related to their employment may do so through the Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life at any time. The Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life, in coordination with other offices as necessary and appropriate, may provide any of the remedial and protective measures referenced above as well as switching the Area Coordinator or supervisor of the Community Coordinator with as minimal disruption to their employment as possible, work schedule modifications, and other reasonable accommodations as necessary and appropriate. The Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life, has the discretion to ensure the appropriateness of any measure.

The University shall create a log of instances in which a Community Coordinator brings a request for Remedial and Protective Measures to the Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life, to include, at a minimum, the University department or program involved, the nature of the complaint, and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log, without any personally identifying or otherwise protected information about individuals, with the Union to document the scope and nature of the concerns.

I. Union Activities or Membership

Neither the University nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Community Coordinator because of, or with respect to, their lawful union activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Community Coordinator in the application of the terms of this Agreement because of membership or non-membership in the Union.

J. Accommodations for Community Coordinators with Disabilities and/or Pregnancy
Consistent with the requirements of the Americans with Disabilities Act, the Individuals with Disabilities Education Act, and the Rehabilitation Act of 1973, the University will provide a qualified disabled Student Employee with such reasonable accommodation necessary for the performance of their essential functions as a Community Coordinator consistent with University policy and procedure for providing reasonable accommodations to faculty and staff, including but not limited to consultation with the Office of Student Accessibility Services.

The University shall also provide reasonable accommodations to a Community Coordinator for pregnancy or pregnancy-related conditions (examples include, but are

not limited to, morning sickness and lactation).

K. Academic Retaliation

The University shall not retaliate against a Community Coordinator in an academic form for exercising a right under this Agreement or participating in any investigation or proceeding arising under this Agreement. Academic retaliation can target grades, academic assessments, recommendation letters, or the denial of some academic opportunity.

Nothing in this section shall be construed to prevent a Community Coordinator who alleges retaliation in an academic form under this Article from exercising constitutional or statutory rights which might be available in addition to what is provided in this Article.

Article VI: Grievance Procedure

A. General Provisions for Resolving Grievances

1. The grievance procedure shall be the sole and exclusive procedure for the prompt, efficient and constructive resolution of grievances under this Agreement. Notwithstanding this process, the University and the Union recognize and encourage informal resolution of any dispute, generally by direct discussion between the grievant and his/her/their supervisor and/or the Union and the University.
2. A grievance shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.
3. A Union Representative may represent a Community Coordinator alleging a grievance.
4. The calculation of time limits set forth in this Article are as follows: the first day of the time period will be the first date after the date of the grievance and shall be either the following business days or the following calendar days, as specified in the Article. Where calendar days are used the calculation shall include Saturday, Sunday and holidays.
5. Except for the initial filing of a formal grievance, all time limits may be extended by prior mutual written agreement of the parties. During periods when regular classes are not scheduled, such as between semesters, after graduation and before the resumption of classes in the Fall, during long periods when the University is closed for holidays or breaks, the parties in particular can anticipate extending the required time periods for each Step.
6. Unless the parties agree in advance in writing of the extension of a time limit for the grievance process, any demand for a grievance which is not filed at each step within the time period set in this Agreement will be deemed waived and there shall be no further processing of the grievance or any other process provided for in this Article. A failure by the Union/grievant to comply with the time limits of Step 1 shall preclude any subsequent filing of the grievance.
7. Failure by the University at any Step to communicate its response within a specified time limit shall permit the grievant to move to the next Step but shall not be deemed to be in agreement by the University with the grievant's position.
8. The filing or pendency of a grievance under this Article shall not prevent the University from taking steps to address an action complained of, subject to the procedures of this Article.
9. The Union may initiate a Grievance at Step 2 if the grievance involves multiple CCs with the same issue.

10. Any grievance may be withdrawn without prejudice.

11. Any resolution reached through the grievance process may not be used to establish a precedent for the future interpretation or application of this Agreement.

B. Protection against Retaliation

1. No individual shall be discouraged from filing a grievance or taking action as per this Article's guidelines. After a grievance has been filed, no individual who files a grievance in good faith shall be subject to retaliation.

2. Retaliation means any adverse action or threat taken or made against an individual, including through third parties and/or legal counsel, for filing a grievance or participating in any investigation or proceeding related to this Article. Retaliation includes threatening, intimidating, harassing, or any other conduct that would discourage a reasonable person from engaging in activity protected under this Agreement, such as seeking services, receiving protective measures and accommodations, and/or filing a grievance. Retaliation further includes maliciously and purposefully interfering with, threatening, or damaging the academic and/or professional career of another individual before, during or after the investigation and resolution of a grievance under this Agreement.

3. University resource persons and Union designees shall advise a Community Coordinator of their right to be free of retaliation and the University shall investigate any complaint of alleged retaliation.

4. This provision applies to grievances made or information provided in good faith, even if the facts alleged in the grievance and/or information are determined to be unfounded.

C. Grievance Procedure

The following procedure shall be the sole and exclusive means for resolving grievances.

1. Initial Filing of a Formal Grievance.

- a. If a grievance cannot be resolved informally, a Community Coordinator or the Union shall initiate a grievance within sixty (60) business days after the Community Coordinator first becomes aware, or reasonably could have known of, the act or circumstance that constitutes a grievance as defined in this Article. The grievance must be presented in writing. It must identify the Grievant, the provision of the Agreement that is the subject of the grievance, and sufficient details of the grievance to understand the

violation claimed. It should include key relevant documentation and must state the relief requested. The initial filing should be made to the individual responsible for Step 1 in the process with a copy to Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life.

- b. A grievance filing, issuance of a determination and all notices or communications during the grievance procedure shall be deemed submitted when sent by email to the appropriate individual at each Step. The date of the receipt shall be noted so that the parties can calculate the time limits.
- c. In the absence of a designated Assistant Director, or where the individual holding that position has a potential conflict, notice can be sent to the Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life.

2. Step One

- a. The Union or a Community Coordinator, having a grievance in connection with their employment, shall file the grievance with the Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life, supervising the Area Coordinator.
- b. A Step One meeting with the appropriate University administrators, Community Coordinator and the Union shall be held within ten (10) business days of submission of the grievance. A Union representative may be present.
- c. If the grievance is not resolved during the course of the Step One meeting or not settled before the determination must be issued, a written determination of the Step One grievance shall be provided to the Community Coordinator and the Union within ten (10) business days following the meeting.

3. Step Two

- a. If the matter is not resolved at Step One, the grievance may be appealed by the Union to the Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life, provided that the written appeal is submitted to the Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life, within ten (10) business days following submission by the University of the Step One determination.
- b. Within ten (10) business days of submission of the Step Two grievance to the University appropriate administrator, they shall set a meeting at a mutually convenient time and place for discussion of the grievance with the appropriate University administrators and the Union and the Community Coordinator.

- c. The University appropriate administrator shall arrange for a representative(s) of the appropriate administrative head of Residential Life to be present at this discussion. A union representative may be present.
- d. If the grievance is not resolved during the course of the Step Two meeting or not settled before the determination must be issued, a written determination of the Step Two grievance shall be provided to the Community Coordinator and the Union within ten (10) business days following the meeting.

D. Impartial Arbitration

A grievance which is not resolved at Step Two may be appealed to arbitration by the Union, provided that written notice of intent to arbitrate is submitted to the University appropriate administrator within ten (10) business days following submission of the Step Two determination by the University. Such notice shall identify the grievance and the issue, set forth the provisions of the Agreement involved, and the remedy desired. If no such notice is given within the prescribed time limit set forth in this section, the grievance shall not be arbitrable.

Instead of resolving a grievance by proceeding to arbitration, the parties can mutually agree to undertake alternative dispute resolution procedures, such as mediation. The parties will select a mutually acceptable mediator. A request to proceed with mediation in place of arbitration shall be submitted to the University by the Union or to the Union by the University within ten (10) business days of the Step Two determination and the parties have thirty days to make a final determination whether to pursue mediation in place of arbitration. Even if mediation is not successful in resolving all or a portion of the grievance, the use of mediation shall preclude arbitration of the grievance. If notice to mediate is not given within the time limit, the option to pursue mediation shall no longer be available. The parties shall share equally in the cost of mediation.

1. Arbitrator. The parties shall select an arbitrator. If the parties cannot reach mutual agreement on an arbitrator within fourteen (14) business days of receipt of the notice of arbitration, the parties can request a list from the American Arbitration Association and the arbitration shall proceed under the Voluntary Labor Arbitration Rules of the AAA.
2. Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
 - a. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association and the University or the Union or both shall forward to the arbitrator a copy of the grievance, the University's determination at Step Two, the Union notice of intent to arbitrate, and a copy of the Agreement.
 - b. Each party shall be responsible for their own costs of preparing and presenting the arbitration and the parties shall share equally the administrative fees of the AAA, the costs of the arbitrator and the cost for the transcript of the proceeding to be provided to the arbitrator. If the parties want their own copy of the transcript they shall be responsible for the cost of their individual copy.

- c. At the close of the hearing, the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
- d. The authority of the arbitrator is strictly limited to the determination of the specific grievance consistent with the terms of this Agreement.
- e. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify or disregard any of the terms, clauses, or provisions of this Agreement. The Arbitrator shall have no authority or jurisdiction to issue any award changing, modifying or restricting any action taken by the University on matters reserved to the University's discretion as provided in the Management Rights clause unless those actions are restricted by other specific terms of this Agreement.
- f. The arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing and submission of the briefs, if any.
- g. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the Employee(s) involved, although each party shall retain whatever rights it has under applicable state or federal law to challenge the decision and/or the award.
- h. The provisions of this Section do not prohibit the University and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.

Article VII: Discipline and Discharge

The parties recognize that discipline and discharge in this agreement refers solely to the employment relationship between the University and Community Coordinators in year-length or semester-length appointments. Nothing in this article infringes on the University's right to exercise discretion regarding academic matters, including disciplinary procedures related to the academic and non-academic conduct of Student Employees.

A. Employee/Student Distinction

Discipline related to employment conduct or activities as a Community Coordinator, where feasible, shall not include consequences to a Student Employee's student status; any incidents that could affect both student status and employment shall be handled separately, where feasible. The Union acknowledges it has no right to interfere with or grieve decisions regarding student status, including such decisions that may impact a student's employment, but may only grieve or arbitrate decisions prompted solely and exclusively by conduct, performance and/or activities specifically and directly arising from the employment duties of the Community Coordinator as provided for in this Agreement. The exchange of feedback or performance evaluation does not constitute disciplinary actions. Notwithstanding the right to grieve or arbitrate any disciplinary action for employment-related conduct, any decisions on student status remains in the sole discretion of the University.

B. Informal Resolution and Formal Discipline Process

Both the University and the Union encourage the use of informal discussion between a Community Coordinator and their supervisor in an effort to resolve employee performance problems. Such specific informal interaction shall not be considered disciplinary or used as a factor in future employment decisions unless accompanied or followed by a written statement, which shall be shared by the supervisor with the Community Coordinator and included in the Community Coordinator's personnel file consistent with the terms of this agreement. A Community Coordinator has the right at any time to ask if an informal conversation may lead to formal discipline. If it is suggested that a conversation may lead to formal discipline, the Community Coordinator may immediately invoke their Weingarten rights to Union representation. Nothing in this paragraph prevents a supervisor from determining that after undertaking informal steps, conduct or performance which was initially the subject of an informal interaction shall be treated thereafter as a disciplinary matter.

If an informal resolution cannot be reached in a matter related to employment conduct or activities as a Community Coordinator, the University shall ensure that supervisors follow a three-stage progressive discipline model as follows:

1. Written warning with written improvement plan for matters of employment.
 - a. The Community Coordinator and their Union representative shall have the right to meet with the issuing party prior to any decision to issue a written warning.
 - b. If the written warning and written improvement plan is ultimately issued, the Union shall also receive a copy of the written warning and written

improvement plan.

2. Final written warning with regard to employment.
3. Discharge from employment.

C. Scope of Discipline

No Community Coordinator shall be disciplined or discharged for conduct or performance specifically covered by this Article except for just cause. Decisions that involve the academic and non-employment conduct of a CC are not subject to a just cause standard or to the grievance and arbitration process under this Agreement.

Discharge, for the purposes of this Agreement, shall mean the termination of a Community Coordinator's appointment prior to the expiration of that semester or academic year appointment. Discharge does not include the non-reappointment of a Community Coordinator, nor does it mean the failure to offer an appointment to a Community Coordinator. Discipline, for the purpose of this Agreement, refers to adverse employment actions taken based on job-related misconduct or job-related deficient performance, and not to determinations by the University to take adverse action or dismiss a Community Coordinator for academic reasons, including without limitation, issues such as academic assessments, grades, non-employment related conduct, or actions governed by another University policy or procedure.

At the discretion of the Assistant Vice President for Residential & Community Living, their designee, or another appropriate official within the Division of Campus Life, or their designee, a Community Coordinator may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action or discharge. The University reserves the right to stop payments during the leave in situations posing a threat to the safety or well-being of the University community. If the University later finds that the Community Coordinator is not responsible for the alleged misconduct, the University shall make the Community Coordinator whole.

Reassignment shall not be used as a disciplinary action, but the University retains the right to change but not terminate a Community Coordinator's work assignment, including as a method for resolving a work performance or conduct matter.

D. Remedial Measures

It is understood that the University, in addition to issuing disciplinary action, may also take reasonable remedial measures, when appropriate, with which a Community Coordinator must comply, provided the remedial measures are rehabilitative or corrective rather than punitive.

E. Grievance Procedure

If a discipline or discharge involving job-related misconduct or job-related deficient performance is imposed, a Community Coordinator who disagrees with the sanction may seek redress through Article VI: Grievance Procedure provided in this Agreement.

F. Union Representative

A Community Coordinator who has authorized the sharing or release of information to the Union in accordance with the Article dealing with Bargaining Unit Information and FERPA, may request that a Union representative be present at any investigatory meeting that a Community Coordinator reasonably believes may lead to discipline and/or a meeting where discipline is to be administered. Such requests shall not be unreasonably denied. A meeting to provide standard feedback of performance evaluation or a meeting to discuss academic progress or standing or other student and academic matters unrelated to employment is not considered an investigatory meeting.

G. Non-performance

Community Coordinators who fail to perform duties related to their appointment, and who are not utilizing an approved leave of absence or time off, may have their stipend suspended during the period in which the non-performance occurs. These may include failing to appear for activities required by an appointment without providing notice. A Community Coordinator with extenuating circumstances (illness, personal/family circumstances) is responsible for notifying their supervisors at the earliest possible opportunity. The University will first warn the Community Coordinator at least 2 weeks in advance, in writing, before suspending their stipend.

Article VIII: Appointments and Rehire

A. Rehire

1. CCs who wish to return for the following academic year can express interest during the fall recruitment process, administered by Residential Life. CCs issued a Final Written Warning by their Area Coordinator may apply during the spring recruitment process for consideration with new applicants. Applying and expressing interest does not guarantee employment or placement for the following academic year. However, returning CCs shall only be denied rehire for just cause.
2. CCs who wish to return for the following academic year will express their preference for area placement in a Request to Return Form or other similarly functioning form. CCs in need of housing accommodations should contact the Office of Student Accessibility Services (SAS) and/or Residential Life for religious requests in advance of the rehire process to ensure their approved needs can be reasonably met during placement.
3. The review process will include responses from the request to return form and performance summary from current supervisor.
4. CCs who have notified the University of their interest in being rehired shall be informed by the University of their assignment for the following academic year prior to the start of the senior fall housing selection process (early December). Students new to the CC role shall be informed of their assignment prior to the start of the general housing selection process (early February).
5. CCs not selected to return to their role have the option to request a meeting with a Union Representative and the Assistant Director of their assigned area to understand the just cause for not being reappointed. A grievance over the decision to not rehire a CC may proceed to Step 2 (insert where this is referenced in the agreement), with a hearing scheduled within 5 business days. CCs who choose not to return to the role have the option to speak with the Assistant Director of their assigned area to share their reasoning for not returning.
6. Students interested in pursuing a study abroad/away experience should indicate that interest as part of the fall recruitment process (Request to Return form). The selection of a CC shall not be affected by their choice to pursue a semester-long study-abroad program.

B. Management Review/Supervisor Feedback

CCs will have the opportunity to provide formal feedback to their ACs, which at the discretion of the CC may be anonymous, through a form developed and agreed upon by the Union and ResLife. CCs shall be guaranteed no reprisal for any such feedback. This feedback shall be reviewed by an appropriate authority. Responses will be summarized and sent to a Union representative.

Article IX: Role Responsibilities

A. Programming and Materials

1. CCs will ensure a focus on intentional programming that aligns with divisional and departmental learning outcomes for residents.
2. CCs shall not be asked by a ResLife staff member to purchase items for a program or other component of their job. CCs can volunteer, if they so choose, to purchase items for a program or other component of their job and shall be reimbursed for such purchases. Where possible, such purchase requests and approvals thereof shall be granted prior to purchase and shall not be unreasonably denied.
3. Funding may not always be necessary to complete a community program. CCs will be provided with a budget of \$250 per semester (while employed) as a baseline, to begin developing their first few programs. Additional funding can be requested based on the types of programs being proposed and in consultation with the CC's supervisor.
4. CCs shall have 24/7 access to a free, functional color printer, to be used in support of their role.

B. Departmental Support

1. All CCs are expected to support the departmental, divisional, and institutional events and initiatives throughout the year. However, not every CC will be needed to execute each event. During training, the number of CCs needed to support these events will be shared and assigned. Specific details for each event will be shared at least two (2) weeks in advance of said event.
2. Move-in: ResLife shall communicate to CCs the exact roles they will be expected to perform on move-in days for both for New and Returning students, including what tasks-CCs may be asked to do and how many CCs will be responsible for those tasks. CCs shall not be expected to move residents' belongings, and shall only do so if they volunteer.
3. Student Staff Recruitment: CCs will support in the recruitment processes for student leader roles in Residential Life, including but not limited to hosting information sessions, interviewing candidates and evaluating candidate materials.
4. Enrollment & Retention: CCs will support campus-wide events and initiatives that welcome prospective and newly matriculated students to Brown, such as A Day on College Hill (ADOCH) and New Student Orientation (NSO). CCs will be asked to host community meetings, lead residence hall tours, and serve on student panels

C. Responsibilities

All job responsibilities will align with the job description distributed to CCs at the time of hiring and the practice of previous years. The Labor Management Committee (LMC) and the Union shall meet and discuss any specificities and changes to CC job responsibilities. During the month of October in each year of this Agreement, the LMC will meet weekly to review community engagement responsibilities. On or before October 31 in each year of this Agreement, the LMC will share revisions with the Office

of Residential Life to be incorporated into recruitment materials for the following academic year.

For only the first academic year that this agreement is in effect, the LMC will meet weekly during the month of February. On or before March 30, 2025, the LMC will share revisions with the Office of Residential Life to be incorporated into materials shared with CCs for the following academic year.

D. Scheduling Flexibility

CCs shall have an opportunity to provide their preferences with AC staff prior to training for any job responsibilities that require schedules not specified in the job description. CCs will share the schedules during training, allowing CCs to review and adjust (if warranted).

E. Hour Tracking

Hours are not calculated or tracked as it is understood that the efforts of community and relationship building cannot be calculated.

F. Requirement to Live on Campus

As per the job description, CCs are guaranteed a single-occupancy room on campus. CCs are expected to reside in their university-provided space while they serve as a CC.

Article X: Training

1. CC training shall be conducted each year, and the schedule for training shall be provided to CCs one week before the training is to begin.
2. After the end of the fall and winter refresh training, CCs shall have the ability to provide feedback on the training via a digital or physical form. There shall be a process in which CCs designated by the Union will work with the University on incorporating feedback into the next CC training, prior to the end of the spring semester. An additional review of the training schedule shall be afforded to Union representatives during the summer, in advance of distribution to all CCs.
3. Staff training during the fall term (late August) shall include five (5) 8-hour, in-person days and four (4) asynchronous days to complete flexible tasks. Winter training during the spring term (mid-January) shall include two (2) 8-hour, in-person days. These hours are not inclusive of any optional social or team building events that may be scheduled by Residential Life. CCs will be asked to complete flexible tasks and these tasks will be provided at the beginning of training with the understanding that the training schedule will include time for the completion of these tasks by the last day of the training period.
4. The CC manual shall be distributed to CCs on the first day of fall training. Where the terms of the manual and this Agreement conflict, the terms of this Agreement shall prevail. The Union shall be informed of any planned changes in the manual one month before Fall training is to begin, and given an opportunity to meet with the University and discuss any concerns related to such changes.
5. All materials from a training period will be made accessible to CCs by the last day of the respective training period, in print or electronic medium.
6. CCs shall be provided meals during the training period, including days when flex tasks are expected to be completed, which shall not come from the students' individual meal plans. ResLife shall support requests from CCs to arrive early for training up to four (4) days prior; meals and housing to be provided during the early arrival period.
7. CCs shall be provided rosters with resident names and their room numbers no later than 48 hours after the start of the training period.
8. CCs shall be provided the exact dates of health and safety inspections and fire drills during training, along with the expectations of the staff during these events.
9. ResLife acknowledges that CCs in other roles on campus can leverage their experiences to improve their residents' on-campus living. To foster CC growth and on campus involvement, as well as resident experiences, ResLife will create developmental opportunities in the event CCs have academic or athletic conflicts during training and the days leading up to the first day of the semester. Any scheduling

conflicts shall be communicated to CCs' supervisors at least two (2) weeks prior to the start of training. In extenuating circumstances, CCs should be in contact with their supervisors as soon as possible.

Article XI: Staff Communication

Timely Communication and Staff Meetings

1. CCs are responsible for hosting community meetings throughout the year, and providing residents with information pertinent to their residential experience. CCs will be notified by the department of the established dates when community meetings should take place; the time of these meetings can be discussed with the Area Coordinator. The department will make good faith efforts to provide information about community meetings at least two weeks in advance of when the meetings must take place. In the event of an emergency or timely warning notification, the department may not be able to adhere to the two-week advance notice.
2. The first Tuesday of each month (8:00-9:00pm) shall be held for all-staff departmental meetings. CCs must attend weekly staff meetings; the timing of staff meetings will be based on the availability of the area CCs and their assigned AC. As such, CCs should develop an academic and extra-curricular schedule that does not conflict with the standing staff meeting. If the area CCs cannot find a mutually-agreed upon time, the default meeting time shall be Tuesdays from 8:00-9:30pm. In the event of a scheduling conflict, a CC must communicate with their AC at least one week in advance of the meeting or as soon as they learn of their conflict. If their AC excuses them from the meeting, the CC agrees that they will:
 - a. Read through the staff agenda, reference relevant materials, and schedule a check-in meeting with their ACs following the meeting, and
 - b. give meaningful effort to resolve the scheduling conflict in the future.

Article XII: Compensation

Stipend

For Academic Year ("AY") 2024-25 CCs shall be paid a stipend of \$12,500. This stipend will be paid in equal, biweekly installments. All currently appointed CCs will receive a one-time payment equal to the difference in earnings from the start of AY Year 2024-25 to the start date of the first pay period following ratification. CCs who only worked the fall academic term will receive a one-time payment equal to the difference in earnings from the start of AY 2024-25 to the final pay period of the fall term. For the duration of this agreement, CCs' stipends will increase by Three Percent (3%) per year, resulting in a stipend for AY 2025-26 of \$12,875.

Article XIII: Absences and Holidays

A. Absences

1. A CC can request a short-term absence with pay in the event the CC becomes incapacitated due to personal illness or bereavement. Short-term absences will generally be considered a period of 1-14 days. The University reserves the right to request medical documentation from a CC who requests a short-term absence of more than three consecutive days. Time away beyond 14 days will be reviewed by the AC and the Assistant Director of the CC's assigned area to determine next steps, including a redistribution of workload in the CC's absence.
2. In the event a University medical leave is granted to a CC, they will be released from the position, without pay.

B. Holidays

1. A CC shall not be required to perform assigned duties when the University is closed for a national or state holiday, except Labor Day. CCs may be required to support their community in unexpected events that impact the life/safety of the residents.
2. A CC may request from their supervisor time off at least two weeks, or as soon as is practicable, in advance of their religious observances. The University acknowledges some religious observances may not have fixed dates or may be difficult to communicate far in advance.

Article XIV: International and Undocumented Student Matters

Except as required by law, legal process, or regulations governing the administration of F1 student and J1 exchange visitor programs, the University shall not disclose any CCs immigration information or personal information including, but not limited to: temporary or permanent home address, contact information, workplace, or work schedule to any government entity. The University does not share information with law enforcement regarding the immigration status of undocumented or DACA status students, and will not do so unless required by law (for example, if status is required to be disclosed in response to a subpoena). Brown's Department of Public Safety neither inquires about nor acts upon information related to immigration status, and does not partner with federal or state agencies to do so. Brown University is committed to the principle of non-discrimination, including equal protection under the law, regardless of national origin or citizenship. The University shall notify the Union prior to making any changes to discretionary information systems which contain or store immigration data (e.g., non-resident tax filing services).

Article XV: No Strikes-No Lockouts

The Union, its representatives and agents, and Community Coordinators — acting in their capacities as members of the bargaining unit — will not engage in, call for, encourage or condone, any strike, work stoppage, slowdown, sympathy strike, or other interference with or disruption of the University's operations or activities, during the term of this Agreement or any extension of the 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.

Should any of the above actions occur, the Union will immediately notify the individuals involved in any activity in contradiction of this Article that their actions are contrary to the Agreement and they are to cease such activity and resume the responsibilities of their position. Following notice from the Union or University, any individual who continues to violate this Article may be subject to discipline as provided for in the Agreement and/or through other University policies, up to and including dismissal from their position.

The University agrees not to lockout any of the Community Coordinators covered by this Agreement during the term of the Agreement and any extension of the Agreement.

Actions taken by individual Union members under their own volition are not governed by the terms of this agreement. Should members of their own volition engage in any strike, work stoppage, slowdown, sympathy strike or other interference with or disruption of the University's operations and activities, they may be subject to discipline as laid out in this agreement for unapproved absence from work. No Community Coordinator will be required to perform replacement labor during a labor action.

Article XVI: Severability

If any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement, except where the invalid provision goes to the heart of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it. In such an event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

Article XVII: Entire Agreement

This Agreement contains the complete understanding of the Union and the University with respect to all terms and conditions contained herein for the time period covered by this Agreement. This Agreement may not be modified or amended except by an explicit agreement in writing signed by the authorized representatives of the Union and the University.

Article XVIII: Duration

This agreement, once signed by both parties, is effective as of January 1, 2025, and will continue in effect until midnight on June 1, 2026.

Collective Bargaining Agreement Made by Brown University and LOCC

Agreed to and accepted by:

BROWN UNIVERSITY

LABOR ORGANIZATION OF
COMMUNITY COORDINATORS

Signed by:
By: Brenda Ice
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Brenda Ice, Assistant Vice President for
Residential and Community Living

Signed by:
By: Anna Ry
7DAC375922E549A...
Anna Ryu

DocuSigned by:
By: Koren Bakkegard
329A05AC4D004F5...
Koren Bakkegard, Associate Vice President
For Campus Life and Dean of Students

Signed by:
By: Elijah Puente
6486C7A0FFB947A...
Elijah Puente

Signed by:
By: Beth Stachura
D322496976FD4A9...
Beth Stachura, Director of Labor
Relations

Signed by:
By: Faizah Naqvi
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Faizah Naqvi

DocuSigned by:
By: Benjamin Trachman
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Benjamin G. Trachman, Assistant
Director, Labor Relations

Local 6516, RIFTHP/AFT, AFL-CIO
Signed by:
By: James Skretta
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James Skretta