

**Agreement**  
**BETWEEN**  
**Brown University**  
**AND**  
**Teaching Assistant Labor Organization (“TALO”)**  
**AFT/RIFT Local 6516**

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## Article 1: Duration of Agreement

This Agreement shall be in full force and effect from August 26, 2024 until October 31, 2027.

## Article 2: Union Recognition and Bargaining Unit Description

### A. Recognition

1. As reflected in the National Labor Relations Board Case No. 01-RC-310166, Brown University, or, "the University," hereby recognizes the Teaching Assistant Labor Organization, RIFT-AFT Local 6516, 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.
2. 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

1. The bargaining unit consists of all student employees who hold the following positions in the Department of Computer Science, as further defined in [Article 10](#):
  - Undergraduate Teaching Assistants ("UTA"),
  - Socially Responsible Computing Teaching Assistants ("STA"),
  - Joint UTA-STAs,
  - Head Teaching Assistants ("HTA"),
  - Head Socially Responsible Computing Teaching Assistants ("HSTA"),
  - Mosaic+ Transition Program Teaching Assistants,
  - Mosaic+ Transition Program Leaders,
  - Health & Wellness Student Advocates,
  - Diversity & Inclusion Student Advocates,
  - Meta Teaching Assistants ("MTA")

during the time for which their appointment is in effect. The bargaining unit also includes all student employees hired through the Department of Computer Science's hiring processes for undergraduate teaching assistants and assigned to courses offered through the Data Science Institute.

Hereafter, a member of the bargaining unit will be referred to as a "Computer Science student employee," "CS SE," or, simply "SE."

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

3. 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.

4. Without imposing any limitation on the foregoing, the University, any administrator, or any faculty member may meet with any University organization or group, including student and Departmental organizations, to hear their views on any matter, to consider and discuss proposals and requests, and to act on those matters, so long as those actions would not modify, add to or change the terms of this Agreement. No member of the bargaining unit shall be prevented from participating in or serving as a member of any committee, task force, search committee, working group, or other such body of established University governance processes and procedures. These practices shall not conflict with the TALO 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 this Agreement.

### **C. Bargaining Unit Information**

#### **1. FERPA Release/Waiver**

The University shall provide all CS SEs 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.

This form will be included in the CS SEs original hiring documents along with a communication that will indicate that the Union is their exclusive bargaining

representative when the CS SE is engaged in bargaining unit work covered by this Agreement. The communication will also include, at minimum, information about the following:

- a. The Union has a legal obligation to represent the Student Employees 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;
- b. 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 Student Employee's student records, the Student Employees 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
- c. 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.

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.

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 CS SE.

2. No later than two (2) weeks after the start of each semester the "shopping period," the University will provide the Union with the following unblocked directory information regarding bargaining unit members:
  - a. Name;
  - b. Phone number;
  - c. University email.
3. For each SE 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 (2) weeks after the start of each semester:
  - a. Employee ID number;
  - b. Amount of compensation taxed as wages for the appointment.

#### 4. List Updates

If any Student Employees are hired after this initial list is sent to the Union, the University will provide the Union with the information listed in Article II, Section C2 for the newly hired Student Employees within two weeks of the end of the “shopping period” each semester and the information listed in Article II, Section C3 for any newly hired Student Employee who has given the University a properly executed FERPA release/waiver. If any Student Employees initially reported are later excluded from the bargaining unit due to a change in appointment, the University will notify the Union as soon as possible.

Two weeks after the end of the shopping period each semester, the University will provide a list to the Union detailing the course in which any Student Employee who has given the University a properly executed FERPA release/waiver is employed, to include the following information where applicable:

- a. the name, prefix and number of the course and name of supervisor, and
- b. the title of the Student Employee.

#### 5. Notification

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 Article II, Sections C2 and C3.

If the Union fails to notify the University by the deadline established in Article II Section C5 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 3: Union Rights

### **A. Union Orientation**

Union representatives may attend and speak at all work-related orientations which CS SEs 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 CS SEs who are not required to attend any orientations.
4. The Union shall notify the University (or the relevant Department or 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 Department is notified later than five (5) business days in advance of each orientation.

## **B. Good-Faith Rules**

It is understood that CS SEs 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 amount(s) of time CS SEs 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. CS SEs shall be allowed to book rooms using the University's room reservation system (currently 25Live, upon date of this contract's ratification) or by contacting the Scheduling Office for union-related meetings or functions in accordance with established University policies and procedures.
3. Facilities and Equipment. Where facilities or equipment, such as duplicating, computing and audiovisual, are available for meetings or use by other university unions, such facilities or equipment will be made available to the Union in accordance with established University policies and procedures.
4. Bulletin Boards. The Union may post notices on existing bulletin board space if the space is not reserved for specific purposes and in accordance with established University policies and procedures. This includes digital bulletin board space, such as the televisions throughout the CIT.
5. Tabling. The Union may, at its choosing, have an information table for a one-hour period both before and after a CS SE orientation in a mutually convenient location and in accordance with established University policies and procedures.
6. Mailbox. The Union will be provided with a mailbox on the fourth floor of the CIT.

## **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 CS SEs. The University shall have the opportunity to review this plain language summary prior to its publication.

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. The full text may be accompanied by an additional plain language summary of this Agreement written and prepared by the University. The plain language summary shall note that it is the sole work of the University and that this Agreement is the definitive agreement for all CS SEs. The Union shall have the opportunity to review this plain language summary prior to its publication.
3. By October 15 of each year, the Union shall provide a list of those CS SEs 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. UTA Program Labor Committee (UPLC)**

The University and the Union, committed to fostering effective day-to-day communication and maintaining a mutually beneficial relationship through continuing communications, hereby establish the UTA Program Labor Committee (UPLC) to promote stable labor-management relations and minimize conflicts.

1. Purpose. The purpose of the UPLC is to discuss matters of concern to either or both sides, including the administration and implementation of this agreement and other related issues that are not the subject of an active grievance. The parties agree that such meetings do not constitute and will not be used for the purpose of negotiations. At the end of each semester, the committee will produce a brief public summary of its activities.
2. Scope. The UPLC shall have no authority to change, delete, or modify any of the terms of the existing University-Union Agreement, nor to settle grievances arising under the University-Union Agreement.
3. Composition. The UPLC shall consist of up to eight (8) members, with up to four (4) representatives from the Union and up to four (4) representatives from the University, with at least two (2) representatives from the University being primarily employed in the Department of Computer Science. The Union and the University shall appoint their respective representatives.
4. Agendas. Shall be mutually agreed to at least two (2) business days prior to the meeting. The UPLC shall convene at mutually agreed upon times and on an ad hoc basis as requested by either the Union or University representatives, but will normally convene no more than four (4) meetings per semester.
5. CS SE Compensation. Bargaining unit members serving on the UPLC shall be compensated for attending such meetings at their base hourly rate.
6. Confidentiality. UPLC members must maintain confidentiality concerning sensitive information discussed during meetings and protect the privacy of all involved parties,

except as required for reporting purposes or when otherwise authorized by the parties.

7. Record-Keeping and Documentation. The UPLC shall maintain accurate records of its meetings, including attendance, minutes, and any decisions or recommendations made. These records shall be made available to both the University and the Union.
8. Recommendations. The members of the committee may make recommendations to the Department by simple majority vote. Those recommendations receiving a majority vote shall be made to the Department. Upon receipt of recommendations from the UPLC, the Department must provide a written response to the UPLC within a reasonable time period. The Department may forward the recommendation to other university offices, such as University Human Resources, as appropriate.
9. Communication Channels. The UPLC shall establish and maintain clear communication channels between the Department, the Union, and CS SEs, ensuring that information, updates, and recommendations are effectively communicated and feedback is actively solicited and considered.

## Article 4: Union Security and Checkoff

### A. Union Security

The University and the Union agree that it shall be a condition of employment that all CS SEs shall maintain union membership or pay Fair Share Fees, as detailed in [Article 4, Section B](#) below. The University shall:

1. notify covered CS SEs at their time of hire of the existence of this Agreement,
2. provide new hires with union membership and Fair Share Fee payroll deduction information and links to their electronic counterparts in their initial onboarding information.

### B. Fair Share Fees

CS SEs 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 CS SEs). The amount of such Fair Share Fee shall be determined by the Union in accordance with applicable law.

### C. Authorization

A CS SE 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 CS SEs 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 CS SE. 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 CS SE in the bargaining unit during the period when the CS SE is performing services covered by this Agreement, and who has indicated in writing that they wish such deductions to be made (as per Article 4(C)). Deductions shall be made prospectively only.

1. Deduction. Each payday, the University shall deduct any authorized deductions.
2. Revocation. A CS SE may revoke an authorization by notifying a Union and a University representative, or union-designated and University-designated office, in writing.
3. Notification. Materials voluntarily completed by a CS SE shall be submitted simultaneously to the University and the Union, including dues authorization forms and revocations thereof.
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 5: 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 II, Recognition and Bargaining Unit Description;
2. Make appointments of UTAs, HTAs, and MTAs and other positions specified in Article II which are made in the sole discretion of the Department;
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, or 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, 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; to modify and eliminate positions; and to determine job qualifications and duties; and
8. Set student admissions standards and make decisions regarding student admission, matriculation, degree completion, and graduation standards;
9. Determine and modify tuition, fees, costs, and charges for academic operations, benefits, and University services;
10. Set the rank, level, and category of appointment consistent with the terms defined by this Agreement;
11. Determine courses, curriculum, course content, and instructional methods;
12. Assess student work and grades and determinations as to students' academic progress;
13. Make determinations as to academic probation and dismissal;

14. Set the policies, procedures, and regulations regarding intellectual integrity and intellectual property;
  15. Determine and modify benefits (provided that they are not terms and conditions of employment) offered and their costs to students;
  16. Set the specifics of academic calendars and holidays; and
  17. 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 TALO 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 Right shall be subject to the Grievance and Arbitration procedures unless the exercise of such right directly violated an expressly written provision of this Agreement.
- E. 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 6: No Strikes-No Lockouts

A. The Union, its representatives and agents, and SEs — 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, withholding of grades or academic evaluations, 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.

B. 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.

C. During the term of this Agreement and any extension of this Agreement, the University agrees there will be no lockouts. A lockout is defined as preventing the performance of bargaining unit work. In the event that any Brown University employees act in violation of this Section, the University agrees to inform the employees of their obligations under this Article and to direct them to end the lockout.

D. 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, withholding of grades or academic evaluations, 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 SE will be required to perform replacement labor during a labor action.

## Article 7: Equal Employment Opportunity and Non-Discrimination

### A. Definitions of Discrimination and Harassment

The University has established policies which define and prohibit discrimination and harassment and which apply to all Student Employees. These relevant policies include the ["Sexual and Gender-Based Harassment, Sexual Violence, Relationship and Interpersonal Violence and Stalking 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.

Unlawful discrimination is defined as unfavorable or unfair treatment of a person or class of persons because of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, gender expression, or any other characteristic protected under applicable federal or state law, or caste, which is protected under the

[Corporation of Brown University's Policy Statement on Equal Opportunity, Nondiscrimination and Affirmative Action.](#)

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. Unlawful harassment in the work and educational environment is created if 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 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, or expression of behavior of an individual, whether actual or perceived, and regardless of the individual's assigned sex at birth.

## **B. 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.

## **C. 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 CS SE's specific status or function as a CS SE, 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 race, color, 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 caste, which is protected under the Corporation of Brown University's Policy Statement on Equal Opportunity, Nondiscrimination and Affirmative Action. 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.

#### **D. 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 Student Employee 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 Student Employee shall be adversely affected because they refused to carry out a directive that constitutes fraud, discrimination, harassment, 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.

#### **E. Student Employee Responsibilities**

The Union acknowledges that Student Employees covered by this Agreement are subject to all University policies, including but not limited to those prohibiting discrimination and harassment, as referenced in this Article. Student Employees acting in a teaching or supervisory capacity are subject to the same reporting requirements for their students or those they supervise as other teachers and supervisors, and the University shall provide training regarding these requirements. Student Employees are held to the same standards prohibiting discriminatory treatment as other teachers and supervisors with regard to their treatment of the students and others they teach or supervise.

#### **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 Student Employees when the act or activity pertains to or is directly related to the Student Employee's specific status or function as a SE in the bargaining unit and/or 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 (i) has continuing adverse effects on Brown University premises or in any Brown University employment, education, or research program or activity or (ii) occurs in close proximity to Brown University premises and is connected to hostile conduct on Brown University premises.

## **G. Processes for Complaints of Discrimination**

CS SEs may seek to resolve complaints of alleged discrimination or harassment in the workplace in their role as CS SEs 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 CS SEs by the University, under the grievance procedure in accordance with Article XII, 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. TALO will encourage CS SEs 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.

Student Employees 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.

When pursuing discrimination or harassment claims through the relevant University Office, all Advisors are subject to the same applicable University policies and procedures. These currently include:

Advisors are expected to advise their advisees without disrupting proceedings. Advisors should not address University Officials in a meeting or interview unless invited to (e.g., asking procedural questions). The Advisor may not make a presentation or represent their advisee during any meeting or proceeding and may not speak on behalf of the advisee to the Investigator(s) or other Decision-Makers. Only one advisor may be present at each meeting or interview.

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 XII, Grievance Procedure. The University shall be responsible for covering the full cost of mediation for a period of two (2) days, after which the University and the Union will split the costs evenly.

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 CS SE by the University, a CS SE who alleges a violation of this Article may file a grievance at Step Three.

Any such Step Three grievance will be processed in accordance with [Article 12](#), the Grievance Procedure of this Agreement.

If the grievance is not resolved at Step Three, 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.

Except as set forth in this Article, the other arbitration rules and other limitations on the arbitrator's authority delineated in Article 12, Grievance Procedure, of this Agreement will apply with equal force to a grievance over claimed violations of this Article.

Nothing in this section shall be construed to prevent a Student Employee 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.

## **H. Remedial and Protective Measures**

Brown University will take and/or make available reasonable and appropriate measures to protect a Student Employee's access to Brown University employment or education programs and activities regardless of whether they choose to file a Complaint under the applicable procedures. 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 Student Employee 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, Office of Institutional Equity and Diversity (OIED), 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 Student Employees may need to be addressed from time to time. A Student Employee seeking remedial and protective measures related to their employment may do so through University Human Resources at any time. University Human Resources, 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 advisor of a Student Employee with as little disruption to their employment and research as possible; work schedule modifications, including the extension of funding timeline to accommodate time lost due to switching advisors or other changes; and other reasonable accommodations as necessary and appropriate. University Human Resources has the discretion to ensure the appropriateness of any measure.

## **I. Union Activities or Membership**

Neither the University nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Student Employee because of, or with respect to, his/her/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 Student Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

#### **J. Accommodations for Student Employees with Disabilities**

The University will provide a qualified Student Employee with such reasonable accommodation necessary for the performance of the essential functions of their positions consistent with University policy and procedure, and State and Federal law, for providing reasonable accommodations to faculty and staff.

### **Article 8: Discipline and Discharge**

The parties recognize that discipline and discharge in this agreement refers solely to the employment relationship between the University and CS Student Employees. 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 students.

#### **A. Employee/Student Distinction**

Discipline related to employment conduct or activities as CS Student Employees, where feasible, shall not include consequences to a CS 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 CS Student Employee as provided for in this Agreement. The exchange of feedback or performance evaluation does not constitute disciplinary actions.

#### **B. Informal Resolution and Progressive Discipline**

Both the University and the Union encourage the use of informal discussion between a CS Student Employee 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 Student Employee and included in the Student Employee's personnel file consistent with the terms of this agreement. Nothing in this paragraph prevents a supervisor from determining that after undertaking informal steps, the conduct or performance that was the subject of the informal interaction shall be treated thereafter as a disciplinary matter.

If an informal resolution cannot be reached, the University shall ensure that supervisors follow a three-stage progressive discipline model as follows:

1. Written warning with written improvement plan. Upon issuance of a written warning, the CS SE shall be notified of their Weingarten rights to Union

representation and the Union shall also receive a copy of the written warning and written improvement plan;

2. Final written warning;
3. Discharge.

### **C. Scope of Discipline**

1. No Student Employee shall be disciplined or discharged for conduct or performance specifically covered by this Article except for just cause. Decisions that involve the academic mission and operation are not subject to a just cause standard or to the grievance and arbitration process.
2. Discharge, for the purposes of this Agreement, shall mean the termination of a Student Employee's appointment prior to the expiration of that semester or academic year appointment. Discharge does not include the non-reappointment of a Student Employee, nor does it mean the failure to offer an appointment to a Student Employee. 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 Student Employee, 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.
3. At the discretion of the Chair of the Department or their designee, a Student Employee 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 very serious situations. If the University later finds that the Student Employee is not responsible for the alleged misconduct, the University shall make the Student Employee whole.
4. Reassignment should not be used as a disciplinary action, but the University retains the right to change a Student Employee's work assignment, including as a method for resolving a work performance or conduct matter.

### **D. Remedial Measures**

The University, in addition to issuing disciplinary action, may also take reasonable remedial measures, when appropriate, with which a Student Employee 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 Student Employee who disagrees with the sanction may seek redress through the Grievance Procedure provided in this Agreement.

**F. Union Representative**

A Student Employee who has authorized the sharing or release of information to the Union in accordance with Article 2, Section C, may request in writing that a Union representative be present at any investigatory meeting that a Student Employee 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 is not considered an investigatory meeting.

**Article 9: Compensation**

**A. Base Hourly Rates**

<b>Position</b>	<b>AY 23-24</b>	<b>AY 24-25 (3.0%)</b>	<b>AY 25-26 (3.0%)</b>	<b>AY 26-27 (3.0%)</b>
UTA, STA, and UTA-STA	\$20.00	\$20.60	\$21.22	\$21.85
Diversity & Inclusion Student Advocate and Mosaic+ Transition Program TA	\$20.50	\$21.12	\$21.75	\$22.40
HTA, HSTA, and Mosaic+ Transition Program Leader	\$22.00	\$22.66	\$23.34	\$24.04
MTA	\$27.50	\$28.33	\$29.17	\$30.05

Effective the first pay period starting after the signing of this Agreement, each bargaining unit member classification shall receive a base rate increase of three percent (3.0%) (the AY 24-25 rate in the above table)

Effective the first pay period starting in July 2025, each bargaining unit member classification shall receive a base rate increase of three percent (3.0%) (the AY 25-26 rate in the above table).

Effective the first pay period starting in July 2026, each bargaining unit member classification shall receive a base rate increase of three percent (3.0%) (the AY 26-27 rate in the above).

## **B. Pay Schedule**

All CS SEs shall be paid bi-weekly. CS Department and HR administrators, when notified of outstanding wages not paid to a CS SE (i.e., backpay), shall resolve and disburse such wages within two (2) pay periods from the date notified.

## **C. Hours Reporting**

It is the responsibility of SEs to accurately track and report hours in a timely manner on a weekly basis, no later than the first business day following the end of the pay period. Repeated failure to report hours in a timely manner without extenuating circumstances (e.g., illness or emergencies) will be brought to the attention of the instructor and/or Department staff for follow-up with the SE. CS SEs are to use Workday for reporting details of the hours worked by activity. The CS Department will provide the list of activities to use in reporting hours, including general, role-specific and course-specific activities.

## **D. Paid Sick and Safe Leave**

In accordance with the Rhode Island Healthy and Safe Families and Workplaces Act (R.I. Gen. Laws § 28-57-5), CS SEs shall be given one hour of Paid Sick and Safe Leave for every Thirty-Five (35) hours worked during their period of employment. CS SEs may use such Sick and Safe Leave for any reason, with reasonable notice to their supervisor.

During onboarding, in addition to at the time of hiring, CS SEs will be notified of their entitlement to this allocation of Paid Sick and Safe Leave.

## **Article 10: Positions & Responsibilities**

Instructor leadership, supervision, and participation is fundamental to the success of the CS undergraduate TA program. The University and the Union acknowledge that no CS SE will be appointed as an Instructor of Record for a credit-bearing course to which they are assigned.

### **A. Academic Authority of the University**

The University and the Union acknowledge that the University retains sole authority over academic and student matters, including the number and type of CS Student Employee positions, the appointment of individuals to these positions, the criteria for appointment to those positions, and matters pertaining to course assignment and reassignment, course schedules, content, supervision of courses, and curricula.

### **B. Appointments.**

1. CS SEs shall be authorized to work with a position in Workday before they are expected to engage in any kind of work, including staff meetings.
2. HTAs shall be authorized to work with a position in Workday before being expected to take part in any kind of CS SE work, including UTA hiring processes and course development.

### **C. CS SE Responsibilities, Supervision, and Accommodation.**

1. Academic Code. As Brown University Students, CS SEs must comply with the Academic Code of Conduct, which stipulates, "It is also incumbent on those who know or suspect that someone else has violated Brown's academic code to report their knowledge or suspicions to the appropriate University authorities." Grading done by CS SEs may include using tools that detect plagiarism or similarities between submissions. The information provided by such tools may trigger the above reporting requirement. However, CS SEs shall not prosecute or assist in the prosecution of alleged academic misconduct cases.
2. Facilities. Where possible, CS SEs will be given appropriate space to conduct student-facing work in person. This includes, but is not limited to, office hours and lab sections. CS SEs may be required to conduct student-facing work over electronic platforms (e.g., Canvas, Ed, Zoom, and other tools).
3. Course instructors Supervise and oversee grading in collaboration with graduate TAs, HTAs, HSTAs, and other designated instructional staff members through rubrics, training, quality control, and/or clarifying the practice for each course.
4. Staff Meetings. HTAs and HSTAs may prepare and lead staff meetings, with such preparation to take place in collaboration with the instructor in advance. Other CS SEs are not responsible for preparing or leading staff meetings. SEs may lead meetings with fellow SEs when working on a communal project.
5. Workload Check-ins. CS SE workloads will be regularly audited primarily by each course's assigned instructor and/or departmental staff with assistance from graduate TAs, HTAs, HSTAs to prevent overwork and address other situations of concern. Instructors will be notified of situations of concern and are expected to address these concerns in a timely manner.
6. TA Camp. TA Camp is the period preceding the beginning of classes when the instructional team for a course (including instructors, graduate TAs, and CS SEs) prepare courses. Since TA Camp precedes the start of a semester, CS SEs may be expected to work as many as 40 hours per week and are eligible for overtime pay, calculated at a rate of one and one-half times the CS SE's regular hourly rate of pay for any hours worked in excess of 40, in keeping with university policies. Work over 40 hours must be approved in advance by the Instructor and the Director of Undergraduate Studies and should be allowed rarely and only under exceptional circumstances. The format and schedule of each course's TA

camp will be managed by departmental staff and course instructors with assistance from graduate TAs, HTAs, and HSTAs. All courses must account for mandatory trainings as outlined in this Article. On-campus housing and food accommodations will be provided at no cost for all SEs during TA Camp, subject to availability.

#### **D. Training**

Clear and proper training is necessary for all CS SEs to perform their duties. Types of training include department-wide training, course-specific training, and role-specific training. All training will be created and delivered primarily by specialists, faculty, or other non-CS SE employees or consultants, with three exceptions: 1) HTAs may conduct course-specific training in the following exempted categories: course policy, existing course assignments, and course logistics; 2) MTAs may conduct training in departmental policy and logistics; and 3) STAs may conduct course-specific training in the delivery and grading of the socially responsible computing components of a course.

All training is compensated at the standard wage for each role. The CS Department will make a good-faith effort to complete all required training before CS SEs begin student-facing work. When applicable, training shall be offered and completed during TA Camp. Late hires must also receive such training.

Training will be provided by the department in collaboration with the Sheridan Center for Teaching and Learning and other campus entities as appropriate. The Department may employ CS SEs with previous experience to help plan and update training.

The department will enact a system of feedback and improvement to ensure that training is appropriately updated to account for changes in curriculum, teaching methods, student preparation, employment policies, and other factors affecting CS SE roles. Training (and the overall SE experience) will be evaluated through an anonymous reporting system at the end of each semester. SEs will be paid at their hourly rate for filling out surveys.

Training will include:

- Department-wide trainings:
  - Pedagogy Training for New CS Student Employees
  - Diversity, Equity and Inclusion Training
  - Health and Wellness Training
  - Student employment responsibilities
- Course-specific trainings on course policies, course learning objectives, assignments, and logistics
- Role-specific trainings:

- Managerial training for HTAs, HSTAs, MTAs, and other positions as needed.
- SRC-specific pedagogy training for STAs
- Specific training as needed for every other Student Employee.

## **E. Course Development.**

1. Definitions. The term “extensive development,” as used henceforth in this Article, is defined as follows.

Outside the course semester, such as during TA Camp, summer break, or winter break, course development is treated like other SE work. During the semester, extensive development encompasses tasks that comprise structural or curricular changes to a course or its infrastructure to be published or used in that semester. Extensive development includes:

- Conceptualizing and creating new assignments that have not been taught in previous semesters
- Structurally modifying assignment handouts and preparation materials
- Structurally modifying or writing new stencil, solution, or test code
- Developing course-specific infrastructure, including autograders and course websites when this work is expected to take over 2 hours
- Any additional work that both the SE and course instructor mutually and in good faith agree to be treated as extensive development

Any work that falls under one of these points that both the SE and course instructor mutually agree should not be considered extensive development may be exempted from the guidelines and protections (in [Section E.2](#)) regarding extensive development. Either the SE or course instructor may ask to reevaluate this decision if their initial assumptions change, including if the work is taking longer than expected.

2. Guidelines for Extensive Development and Feedback.

SEs may undertake extensive development if applicable for their course as specified in the job description at the time of application.

Course instructors must give a written binding timeline for expected extensive development work. This timeline must include when CS SEs should do the work, when they can expect feedback (if revisions are expected), and when revisions in response to feedback should be performed (if needed). Course Instructors and CS SEs should reevaluate this timeline if the work is taking longer than expected.



At a minimum, this timeline must include five (5) business days from the time of work assignment to publication or usage and two (2) business days from the time of feedback returned to the SE to publication or usage of the work, if the SE is expected to perform additional revisions to the work.

If a mutual and good-faith agreement on the timeline cannot be reached, the CS SE may reject the development work by sending a written estimate of the time needed to do the work that exceeds the timeline available without retaliation.

Ultimately, course instructors are responsible for the published content of the course materials, and the final review of them before they are published.

## **F. Job Descriptions**

The CS Department will publish, for each course, a clear description of the specific duties of each SE position for the course and a maximum number of hours per week for each position during the semester. These job descriptions must be consistent with this agreement and university guidelines, including those maintained by the College Curriculum Council. The maximum number of hours per week during the academic year will be 15 hours for HTAs, HSTAs, MTAs, joint UTA-STAs, and Mosaic+ Transition Program Leaders. The maximum number of hours per week during the academic year will be 10 hours for all other positions covered by this agreement.

It is the responsibility of the department and university to adhere to the job descriptions and general parameters as described in this Agreement.

SEs who are asked to perform work that does not align with their job description and the parameters described in this article may file a grievance following the procedures in this document.

## **G. Workload Management**

No CS SE may be asked to work between the hours of midnight and 6am in the time zone from which they are approved to work by the University Human Resources Student Employment Office. However, they may offer to do so for their own convenience. CS SEs are prohibited from engaging in student-facing work and any other communication with students between midnight and 6am.

No SE may be required to work:

- Between the hours of midnight and 6am,
- Noon Wednesday through noon Sunday of Thanksgiving week,
- During the University's Spring Recess,
- During University mandated holidays,
- During religious holidays, in addition to those stipulated by US laws.

Instructors are expected to accommodate reasonable requests from an SE to reduce the work hours assigned to the SE when it would interfere with the SE's health or academic progress. In particular, a reduction of assigned work hours should be granted during the final exams period upon request from the SE.

Overwork by CS SEs, defined as working more than the designated maximum number of hours for their position in a given week while school is in session, as defined in Article 10 above, is potentially detrimental to the academic work, health, and wellbeing of the SE. Overwork cannot be required or expected. In general, for overwork to occur, it must be requested by the CS SE and agreed to in advance by the course instructor. In cases where arranging in advance for overwork is not feasible, overwork must be reported by the CS SE to the course instructor within two days of overwork occurring. Overwork exceeding 50% of a CS SE's designated weekly hours must be approved in advance by the Instructor and the Director of Undergraduate Studies and should be allowed rarely and only under exceptional circumstances. Notwithstanding the above provisions, international students may have lower hourly limits tied to their visa status.

In accordance with University Policies and applicable law, supervisors who are aware, or who have reason to suspect, that a non-exempt employee (which includes CS-SEs) is working in excess of the normally scheduled hours without prior approval must take action to stop the employee. This shall include taking measures to reduce their workload. Measures to reduce workload may include rebalancing responsibilities among course staff, shifting work from CS SEs to graduate TAs, staff, or the instructor, modifying course materials and assignments, and reducing office hours and other student support. In some cases, a CS SE may be directed by the Instructor or the Director of Undergraduate Studies to stop performing work above the maximum. In this case, a written explanation will be provided to the SE. CS SEs are subject to the university policy stipulating that if an employee continues to work over and above their maximum number of hours without the consent of the supervisor, the employee must be informed in writing that this cannot continue, and disciplinary steps may be taken as described in this document. All employees, including CS SEs, will be paid for all hours worked under any circumstances.

It is the responsibility of the instructor to develop course plans that are consistent with the available UTA workforce and workload limits.

The department will take a series of steps to prevent SE overwork. These include both cultural changes and administrative actions that include:

- Instructor and SE training on compliance with workload limits.
- New or revised course materials, assignments, and help/grading approaches consistent with available TA effort.
- Efforts to educate faculty and students on the roles, availability, and limits of SE's accessibility to change the reliance on SE help.
- Changes to assignment due dates and times.
- A joint Brown/TALO campaign targeted to the entire CS community about preventing SE overwork.

- Monitoring overwork through automated and reporting mechanisms, with prompt intervention.
- Disciplinary actions for instructors requiring overwork that is not agreed to by the CS SE, or work to be completed outside prescribed hours or otherwise in conflict with the terms of employment of SEs.

## H. Position Descriptions

1. Undergraduate Teaching Assistant (UTA). An Undergraduate Teaching Assistant (UTA) assists the instructor both inside and outside the classroom on activities related to the teaching of a particular course. The nature of the tasks may vary depending on the teaching needs of the individual course.

The duties of a UTA vary across courses, all of which they must receive appropriate training and preparation material. They include grading assignments, projects, and exams according to standards and criteria established by the instructor; holding office hours (both 1:1 and with groups of students); responding to student questions on online platforms for the course; performing basic administrative tasks such as updates to course websites and other platforms by uploading materials and updating information; assisting with supervised, instructor-led development of course materials, labs, projects, and assignments; supervising lab sections and tutorials; and fulfilling other programmatic duties for a course.

UTAs may be expected to perform limited course development during the semester if applicable for their course as specified in the job description at the time of application. Specific assignments will be generally given to UTAs taking into account their background, skills, preferences, and academic workload. With appropriate supervision and training, UTAs may perform extensive course development during summer and winter breaks and TA camp if applicable for their course as specified in the job description at the time of application.

UTAs shall not be responsible for teaching or presenting essential course content that isn't also taught or presented by the instructor or a prerequisite course. UTAs may be responsible for teaching or presenting supporting materials that are typically covered in recitation sessions, given proper and timely training on these supporting materials.

The work of a UTA is supervised by the instructor directly and indirectly through a graduate TA or HTA.

2. Head Teaching Assistant (HTA). A Head Teaching Assistant (HTA) assists the instructor in course planning, administration, and supervision. The duties of a HTA vary depending on the teaching needs of the individual course. They include all the duties of a UTA plus assisting instructors with course administration, planning, and logistics; supervision and performance evaluation of UTAs; hiring

of UTAs, STAs, and joint UTA-STAs; facilitating course staff social events; giving guest lectures; and leading in-class activities when invited by the instructor.

HTAs shall not be held responsible for the behavior of CS SEs who are assigned to the same course as them, including issues relating to a CS SE's behavior toward students, toward other TAs, or relating to that CS SE's duties. HTAs, are, however, responsible for reporting behavioral or workplace concerns to the Instructor or other University Offices as appropriate (for example, the Title IX Office.) HTAs do not hold responsibility for setting or changing policy for their course. HTAs shall not interview a CS SE applicant alone, and instead will be joined by another HTA, MTA, or the instructor, as directed by the instructor. Barring unforeseen circumstances, course faculty shall attend some of the course's interviews as scheduled by the faculty member and their HTAs. HTAs shall not develop CS SE applicant evaluation criteria without course faculty guidance.

3. Meta Teaching Assistant (MTA). MTAs assist the CS faculty, CS staff, and Director of Undergraduate Studies with managing and coordinating the CS undergraduate TA program. MTAs help administer the hiring process of CS SEs, but do not make final decisions on hiring. MTAs work with department staff to reserve space for SE work. The department will work in good faith to allocate adequate space for SE needs and to offer replacement spaces in the event of unexpected space conflicts. MTAs do not hold responsibility for setting or changing policy for the CS undergraduate TA program. MTAs shall not be responsible for facilitating communications between faculty members, nor between faculty and administration.

MTAs shall attend a periodic organizational meeting with the Director of Undergraduate Studies.

4. Socially Responsible Computing Teaching Assistant (STA). A Socially Responsible Computing TA (STA) assists the instructor both inside and outside the classroom on activities related to the socially responsible computing (SRC) components of a particular course. The nature of the tasks may vary depending on the teaching needs of the individual course.

The duties of an STA vary across courses. Those duties include assistance with development of SRC course materials, projects, assignments, and rubrics, preparation of SRC-related labs and discussion sections and other SRC-related programmatic duties for a course. They may also include reviewing and grading student responses to SRC-related assignments and providing feedback to students, as well as direct student-facing interactions, such as holding SRC-related office hours, responding to SRC-related student queries, leading SRC-related lab and discussion sessions, and leading other SRC-related in-class activities when invited by the instructor. Some STAs may primarily develop SRC

content for future iterations of the course if specified in the job description at the time of application.

As the STA role at times involves extensive course development during the semester, the extensive development provisions of [Article 10.E.2](#) will apply.

The work of an STA is supervised by the instructor directly and indirectly through a graduate TA or HTA. An STA receives further support and guidance from HSTAs, SRC program coordinators, and SRC program graduate advisors.

5. Joint UTA-STA. A Joint UTA-STA holds the outlined responsibilities of both an UTA and a STA. In general, some responsibilities typically assigned to standalone UTAs or STAs for the course may be waived by the instructor for the joint UTA-STA to prevent overwork. Instructors will work with joint UTA-STAs during onboarding to determine how they will split their time between these roles, subject to change over the duration of the course.
  
6. Head Socially Responsible Computing Teaching Assistant (HSTA). A Head Socially Responsible Computing Teaching Assistant (HSTA) assists the Socially Responsible Computing coordinators in providing support to different courses for developing and maintaining their SRC content, in STA hiring, and in broader SRC-program development and programming.

The duties of an HSTA vary depending on SRC program needs and those of individual courses. They include assisting with the development of training materials for STAs and with organizing and facilitating STA training before the start of the semester ("STA camp"). Duties also include course-specific mentoring of STAs (providing advice and feedback) throughout the semester, organizing and facilitating all-STA meetings and feedback sessions, as well as assisting in recruiting, interviewing, and selecting STAs. Furthermore, broader SRC program-related duties include assistance with the development and maintenance of SRC-related curricular resources and infrastructure, as well as assistance with SRC program events.

The work of an HSTA is supervised by the SRC program coordinators.

7. Mosaic+ Transition Program Teaching Assistants. A Mosaic+ Transition Program Teaching Assistant works with the Transition Program coordinators and Mosaic+ Transition Program Leaders to offer a multi-week pre-orientation program for incoming first-year Computer Science students. The program has both an online component on learning to program and an in-person community-building component immediately prior to university-wide first-year orientation.

Duties include assisting with the development of content and assignments for the component on learning to program, holding online TA hours and grading assignments for the component on learning to program, facilitating on-campus

workshops, field trips, and community-building activities for the participants, and providing peer mentoring to participants.

The work of the Transition Program Teaching Assistants is supervised by the CS Diversity Coordinator (currently, the Financial and Outreach Coordinator) and the Transition Program faculty mentor.

8. Mosaic+ Transition Program Leaders. A Mosaic+ Transition Program Leader works with the Transition Program coordinators to organize and run a multi-week pre-orientation program for incoming first-year Computer Science students. The program has both an online component on learning to program and an in-person community-building component immediately prior to university-wide first-year orientation.

Duties include developing and updating content and assignments for the component on learning to program, overseeing online TA hours, overseeing grading of programming assignments, leading on-campus workshops, field trips, and community-building activities for the participants, and providing peer mentoring to participants.

The work of the Transition Program Leaders is supervised by the CS Diversity Coordinator and the Transition Program faculty mentor.

9. Health & Wellness Student Advocates. A Health & Wellness Student Advocate works with the CS Diversity Committee to identify and help address issues related to mental & physical health, accessibility, disability rights, and accommodations.

Duties include working with individual students on a case-by-case basis to provide campus connections and peer resources related to health, accessibility, disability, and accommodations, facilitating conversations between students, faculty, and staff, responding to student-reported instances of harm, and helping craft resolutions that preserve the student's agency. Advocates are members of the CS Diversity Committee, where they work on projects related to improving CS department support of health and wellness issues. Other activities include offering workshops on self-care, health, and wellness to members of the Brown CS community.

The work of the Health & Wellness Student Advocates is supervised by the staff and/or faculty appointed to the task by the University with support of the Chair of the CS Diversity Committee.

10. Diversity & Inclusion Student Advocates. A Diversity & Inclusion Student Advocate works with the CS Diversity Committee to identify and help address issues related to departmental culture, inclusive communities, and barriers to access and success for CS students from all backgrounds.

Duties include acting as a one-on-one advocate and resource for students in navigating concerns related to intersectional diversity, equity, and inclusion, working with student groups such as Mosaic+, WICS, Spectrum, and the CS DUG to ensure that all voices are heard and represented, developing and delivering curriculum to TAs related to topics of diversity, equity, and inclusion, and promoting diversity and inclusion in all aspects of the CS Undergraduate and TA programs. Advocates are members of the CS Diversity Committee, where they work on projects related to improving CS department support of diversity and inclusion issues.

The work of the Diversity & Inclusion Student Advocates is supervised by the staff and/or faculty appointed to the task with support of the Chair of the CS Diversity Committee.

11. Common Duties of All Positions. CS SEs are expected to:

- a. Attend all the required training and complete all training assessments.
- b. Be generally available to perform their duties during all the weeks of the semester, except during the week of Spring recess and the second half of the week of Thanksgiving, for up to the designated maximum number of hours for each position.
- c. Attend all course staff meetings as requested by their supervisor.
- d. Respond in a timely manner to emails from the instructor, graduate TA, and other CS SEs, as well as from departmental staff and faculty involved with the undergraduate TA program (e.g., DUS and Department Chair).
- e. Monitor the hours worked and report them in a timely manner on a weekly basis.

12. Excluded Duties for All Positions. No CS SEs shall perform the following activities:

- a. Bear sole responsibility for the development of course materials, assignments, projects, exams, or rubrics.
- b. Bear sole responsibility for CS SE hiring decisions.
- c. Assign final grades.
- d. Enter final grades.
- e. Prosecute suspected violations of the academic code or the course collaboration policy.
- f. Confront students about possible violations of the academic code.
- g. Access Dean's notes or student health records.

- h. Make decisions on granting academic accommodations such as extensions and incompletes.
- i. Make decisions on accommodations or services due to a student's disability or medical conditions.
- j. Evaluate the work of a friend or family member.
- k. Give guest lectures or lead in-class activities without being invited by the instructor, and without agreeing to do so.

## Article 11: Data Collection and Inclusive Hiring

Consistent with the University's commitment to affirmative action as stated in the "CS Diversity & Inclusion Action Plan" and the "Brown Corporation Policy Statement on Equal Opportunity, Nondiscrimination and Affirmative Action," the University and Union recognize the importance of affirmative action as a step towards promoting diversity in the CS UTA program, addressing historical and structural inequalities in CS education, and ensuring equal opportunities in the hiring of CS SEs. Course faculty, HTAs, and other parties involved in hiring will consider CS SE applications holistically in the hiring process. All hiring practices will be in keeping with Brown policies and applicable laws.

The University will maintain dedicated expertise and effort in the Computer Science Department for arranging training for the Diversity and Inclusion advocates and Health and Wellness advocates, as well as supporting and supervising the work of the Mosaic+ Transition Program Leaders and TAs. This responsibility may be carried out by one or more employees whose job descriptions may change over time, but will include significant responsibilities for Diversity, Equity and Inclusion (DEI) programs. At the start of every academic year or following a transfer of duties, the University will provide information about the employee(s) who will fulfill the aforementioned duties.

### **A. Demographic Data Collection**

The Computer Science Department will collect demographic data on applicants for CS SE positions from information the applicants previously provided to the University. This includes, but is not limited to, first-generation status, sex, HUG status, and race / ethnicity.

This anonymized data will be made entirely available to University representative(s), while demographic aggregates from this data will also be available to the Diversity and Inclusion advocates, MTAs, and other stakeholders as necessary.

### **B. Demographic Data Use and Reporting**

At the end of every semester, representatives of the University and Diversity and Inclusion advocates will publish a report based on the data referred to in Section A. At the minimum, this report will include demographic breakdowns of:

1. all applicants to the CS UTA program, all applicants offered positions in the CS UTA program, and all applicants hired into CS SE positions;



2. the same data points for CS SE applicants to courses broken down as introductory, intermediate, and upper-level CS courses; and
3. a comparison of applicant pool demographics to the data published in prior years; and
4. a comparison of both applicant pool demographics and applicant hiring demographics to comparable demographic data of CS concentrators or students enrolled in CS courses, as available.

The aggregate data will be subject to anonymity constraints imposed by the Family Educational Rights and Privacy Act (FERPA), including limits on publishing aggregated data for demographic groups or intersections with fewer than 5 members. When necessary due to such constraints, two or more categories for certain demographic attributes may be merged to increase reporting allowability. The authors of this report may aggregate data using the category of Historically Under-represented racial and ethnic Groups (HUGs) in CS, which may for the purposes of such a report be defined as all students that self-report their race/ethnicity as American Indian or Alaska Native, Black or African American, Hispanic or Latino, or Native Hawaiian or Other Pacific Islander.

To the extent that such anonymity constraints are permissive, efforts will be made to analyze and report data on CS SEs and SE applicants at the intersections of these demographic categories as well.

Following the publication of this data, an employee of the University will meet with the Union to discuss the significance of the data and measures the department is taking or will take to ensure that there is diverse representation among CS SEs, and that there is adequate outreach to HUGs in the CS department.

### **C. Transparent and Inclusive Hiring Processes**

The University and Union commit to making CS SE hiring processes transparent, inclusive, and accessible to students across the CS department. To this end, all parties involved in CS SE hiring (including but not limited to instructors, HTAs, HSTAs, and MTAs) will adhere to the following:

1. People responsible for hiring CS SEs will make their criteria for ranking and hiring applicants transparent and communicate to CS SE applicants a broad overview of the questions they will be asked during their interviews, and general suggestions for how they should prepare for these interviews. An applicant for any CS SE position, at the time of application, will have available online a description of all responsibilities that the role entails, the timeline for the application process, what training they will receive in preparation of that role, and the pay rate for the role.
2. In their descriptions of what experience they expect of CS SE applicants for a given role, people responsible for hiring CS SEs will accurately represent the knowledge and skills expected of applicants to that role, with an awareness that unnecessarily restrictive prerequisites can discourage applications from otherwise qualified people whose identities are underrepresented in CS.

3. The CS Department will do outreach with the goal of obtaining a broad, diverse pool of TA applicants, with a particular emphasis on people from underrepresented groups in computer science. Such outreach efforts may include but are not limited to contacting past students of the course, making testimonies from past SEs in their course available to potential applicants, and reaching out to identity groups in the CS department, including but not limited to WiCS and Mosaic+.
4. CS SE hiring interviews should accommodate and be designed around accessibility needs the candidates communicate where feasible, and any needs the people responsible for hiring may expect for their candidates. This may include but is not limited to providing multiple means of representation and communication in CS SE interview questions, masking during in-person interviews at the request of any involved individual, and extending the time a candidate uses for an interview based on their communicated needs.

## Article 12: Grievance Procedure

### A. General Provisions for Resolving Grievances

1. The grievance procedure is 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 their supervisor and/or the Union and the University.
2. A grievance is any dispute concerning the interpretation or application, or an allegation of a violation of a specific term or provision of this Agreement.
3. Complaints or concerns regarding academic matters, including but not limited to assessment of student work and grades and determinations as to students' academic progress, may not be processed through the Article 12 Grievance Procedure.
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 dispute or allegation, or the grievance filing 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, or during long periods when the University is closed for holidays or breaks, the parties 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 that 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 is not an 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 the 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 SEs with the same issue.
10. Any grievance may be withdrawn without prejudice.

## **B. Representation**

1. A Union Representative may represent a CS SE alleging a grievance.
2. By October 1 each year, the Union will provide the University with the names, email addresses, and telephone numbers of its officials and Grievance Committee members, and any changes and will report any changes to these representatives to the University.
3. By October 1 each year, the University will provide the Union with the names, email addresses, and telephone numbers of its representatives or designees who hear grievances at Step One, Step Two, and Step Three and will report any changes to these representatives to the Union.

## **C. Protection against Retaliation**

1. No individual shall be discouraged from filing a grievance or taking action according to 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 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 must advise a CS SE of their right to be free of retaliation and the University must 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.

#### **D. Steps Toward Grievance Resolution**

Initial Filing of a Formal Grievance. If a grievance cannot be resolved informally, a CS SE or the Union shall initiate a grievance within forty (40) business days after the CS SE 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 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 the CS Director of Undergraduate Studies.

A grievance filing, issuance of a determination, and all notices or communications during the grievance procedure are 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.

1. First Step. The grievance will be discussed orally between the aggrieved CS SE(s), with their Union representative, and the aggrieved CS SE's immediate supervisor or with the supervisor responsible for the grievance. The supervisor will, within five (5) business days, give their answer to the employee (orally or in writing). Mutual resolutions of the complaint at this step shall be in writing, and although final, shall not be precedential nor inconsistent with this Agreement.
2. Second Step. If the grievance is not satisfactorily addressed in the First Step, the aggrieved and/or the Union may send in writing a formal grievance report to the CS Director of Undergraduate Studies, or "DUS." The report shall list pertinent facts of the case as clearly and concisely as possible, as well as 1) the Article(s) of the Agreement alleged to have been violated and 2) a statement of the desired outcome. The CS DUS will, within five (5) business days of receiving the report, give their written answer to the aggrieved and the Union.
3. Third Step. If the grievance is not satisfactorily adjudicated in the second step, then within ten (10) business days after the DUS's written decision has been given to the aggrieved, the aggrieved and/or the Union may present a written request to discuss the matter with the CS Department Chair who will, within fifteen (15) business days after the meeting, give a written response to the aggrieved and the Union.

## **E. Arbitration**

A grievance which is not resolved at Step Three may be appealed to arbitration by the Union, provided that written notice of intent to arbitrate is submitted to the DUS within ten (10) business days following submission of the Step Three 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 will 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 Three determination and the parties have thirty (30) 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 (AAA) 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.
  - b. The University or the Union, or both, will forward to the arbitrator a copy of the grievance, the University's determination at Step Three, the Union's notice of intent to arbitrate, and a copy of the Agreement.
  - c. Each party will 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 will be responsible for the cost of their individual copy.
  - 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'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.
- g. 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 13. 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 14: 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.



## SIDE LETTER OF AGREEMENT

Between

BROWN UNIVERSITY

And

Teaching Assistant Labor Organization (“TALO”)  
AFT/RIFT Local 6516

COVID-19 Safety

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1. Following the declaration by the World Health Organization on May 5, 2023 that COVID-19 was no longer a public health emergency of international concern and the determination of the United States Federal Government on May 11, 2023 to end the national public health emergency for COVID-19, the University adjusted health protocols and policies accordingly while remaining committed to updating policies protocols if there is a change in public health circumstances and/or updated guidance from health and medical experts.
2. The University will continue to follow and adhere to all public health guidance and regulations from local, state, and federal officials and will adjust policies and practices and inform the University community of any such adjustments as necessary and appropriate. As of April 22, 2024, the current University policies and protocols are available at [healthy.brown.edu](https://healthy.brown.edu). While that website may not remain in place for the entire term of this agreement, the University will prominently and proactively communicate public health and safety information, guidance, warnings, and advisories in a timely manner as needed.
3. As of the date of this Agreement, masks are optional on Brown’s campus, except in settings where faculty, staff, or clinicians require masking. Such settings include during medical appointments with clinicians who request masking at their discretion, as well as classes, labs, or meetings with individual faculty, staff, or student instructors who may choose to require that attendees wear a mask.
4. During the term of this Agreement, CS SEs, while leading meetings, class sessions, or holding office hours in their roles as CS SEs, will retain the same discretion as instructors of record to require that attendees wear a mask. As of the date of this Agreement, masks are available to students at the Graduate Center, Tower E. If, during the term of this Agreement, the provision of masks to students from this location ceases, the University will make available, upon request, an adequate supply of masks to CS SEs to provide as needed to students in their classes, labs or meetings.



5. As of the date of this Agreement, tests for COVID-19 are available to students at the Graduate Center, Tower E. If, during the term of this Agreement, the provision of tests to students from this location ceases, the University will engage in discussion with the Union regarding the adequate supply of tests to CS SEs to carry out their duties and responsibilities.
6. The University maintains and operates all University buildings, spaces, and facilities in compliance with applicable state and federal regulations, including with regard to indoor air quality (IAQ). Additionally, the University operates buildings, spaces, and facilities consistent with guidance from the Centers for Disease Control (CDC) with regard to IAQ, and as of the date of this Agreement, IAQ across campus is in compliance with the most recent guidance from the CDC entitled Ventilation in Buildings dated May 12, 2023. Consistent with regulations and CDC guidance, each University building and/or office has either fully functional windows to supply outside air or a centralized HVAC system that brings outside air into the building and provides air exchanges, and each residence hall room has operable windows allowing for fresh air circulation. Consistent with CDC guidance, portable air cleaners (PACs) may be made available within shared spaces upon request. Such requests, in addition to questions and concerns regarding IAQ in individual buildings, spaces, and facilities should be submitted to the Department of Facilities Management by calling Service Response at 863-7800 or emailing [FM\\_Service\\_Response@brown.edu](mailto:FM_Service_Response@brown.edu). General concerns and questions regarding these matters may be raised for discussion at any time and/or in the monthly union management meetings.
7. CS SEs who are experiencing symptoms of COVID-19 or other communicable illness, or caring for a family member with symptoms, are entitled to use sick time as provided for in Article 9 of this Agreement. CS SEs may, in consultation with and approval from their supervisors, where practicable carry out their duties remotely while caring for themselves or others.
8. The University and TALO understand and acknowledge that health and safety matters, including with regard to COVID-19, can and should be raised between the parties as necessary, including but not limited to in the UPLC meetings held during the term of this agreement.