

Agreement
BETWEEN
Brown University
AND
United Service and Allied Workers – RI
Transportation and Card Office Unit

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THIS AGREEMENT made as of this 1st day of November 2024, by and between BROWN UNIVERSITY, hereinafter called the “University” and UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND, hereinafter called the “Union”.

WITNESSETH:

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

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

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

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

Article I

Recognition of the Union

The University recognizes the Union as the sole and exclusive collective bargaining agency for all full-time and regular part-time employees of Brown University who are employed in the job classifications set forth in Article XX of this Agreement (“TCO” or “Unit” as defined below) for the purpose of all bargaining with respect to wages, hours and working conditions. The University accordingly will make reasonable arrangements to enable representatives of the Union to confer with representatives of the University during working hours. The University will also arrange for representatives of the Union Local to confer with bargaining unit members or with cognizant supervisors and managers in connection with grievances or other matters directly relating to the Agreement between the parties, during working hours. The steward or other representative of the Union wishing to confer with an employee on Union business during working hours shall arrange to do so with the employee’s Supervisor, or his or her designated representative. To properly implement the grievance and representation provisions of the Agreement and at the same time ensure good faith utilization of time away from work by Stewards for these purposes, the parties agree as follows:

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

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

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

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

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

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

It is the University's responsibility to ensure that employees and their representatives are free to exercise, in good faith, their rights pursuant to the Agreement. There shall be one (1) Steward from the Transportation/Card Office, hereinafter referred to as "TCO". This Steward shall have up to a maximum of four hours each month to confer with Union members on Union business during working hours. The Steward should record the hours spent conducting their union business during working hours on their time card.

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

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

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

Article II

Union Membership

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

The Union will accept as members all present and future employees who are covered by this Agreement on the same terms and conditions generally applicable to other members. Whenever the Union

shall charge that any employee covered by this Agreement has failed to become and remain a member of the Union in good standing during the term of this Agreement as required by Article II paragraph 1 and shall request the discharge of such employee, the University and the employee shall be so notified by the Union in writing and the University shall have thirty (30) calendar days following receipt of such notice within which to discharge such employee. If during such 30-day period the employee shall pay or tender his initiation fees and/or delinquent dues as the case may be, the University shall not be required to discharge such employee.

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

The respective Steward or designee may meet with newly hired permanent (not limited duration) employees for up to a maximum of one hour, approximately once each sixty-day interval, maximum six (6) meetings per year.

Article III

Employment Management

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

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

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

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

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

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

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

Article IV

Seniority

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

A. *Reduction in the Workforce*

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

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

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

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

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

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

B. *Expansion in the Workforce*

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

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

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

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

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

In the event an employee covered by this Agreement becomes a regular employee as defined below, the seniority of that employee for the purposes of this Agreement shall continue without interruption. In the event an employee transfers into a position covered by this Agreement from a position not covered by this Agreement, such employee's seniority for purposes of layoff and recall shall commence with the employee's first day of employment in the position covered by this Agreement. If an employee transfers from a position in the Bargaining Unit to a position within the University outside the Unit and subsequently returns to the same position in the Unit without a break in continuous University service, his/her seniority in the position will be adjusted to reflect prior seniority in said position. In any event, service for specified benefits will be based upon continuous University service. Employees hired into bargaining unit positions on a temporary basis who become regular employees under this Agreement will have for the purposes of seniority, vacation and sick time, their initial date of hire.

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

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

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

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

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

probationary reviews or wherever specifically prohibited, probationary employees shall have the same rights to use the grievance procedure as regular employees.

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

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

Article V

Grievance Procedure

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

Step 1: The Union Steward and employee shall take up the matter with the immediate supervisor of the employee involved, within five (5) working days after the occurrence first giving rise to the grievance. If the matter is not settled as a result of their discussion, the Steward will submit the grievance to the immediate supervisor in writing within ten (10) working days after the occurrence first giving rise to the grievance, explaining as specifically as possible the nature of the complaint and the contract provision affected. The immediate supervisor shall give a written answer to the written grievance within two (2) working days after receipt of the written grievance.

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

Step 3: If the matter is not settled at the second step, it shall be taken up by the principal officers of the University and the Union, or their designated representatives provided the appeal request is made in writing within five (5) working days after the Step 2 answer. Every effort shall be made to arrange the meeting within five (5) working days, but in any event the meeting will be held and the University's written decision shall be given within fifteen (15) working days after the third step meeting has been requested.

Step 4: If settlement is not reached in Step 3, and if the matter in dispute involves the interpretation or application of this Agreement, then either party may, by written notice to the other, submit the grievance to an arbitrator appointed under the rules of American Arbitration Association, provided that such notice is given within thirty (30) working days after the University has given its decision in Step 3. The written notice of appeal to arbitration will restate, as specifically as possible, the nature of the complaint, the Agreement provision(s) affected, the position of the appealing party and the remedy requested. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to,

subtract from, change or disregard any of the terms or provisions of the Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties. If the parties mutually agree, an expedited arbitration procedure may be utilized.

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

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

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

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

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

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

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

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

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

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

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

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

Article VI

Strikes-Lockouts

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

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

Article VII

Working Conditions

The University agrees to maintain the following provisions relating to working conditions insofar as circumstances permit. If circumstances develop which, in the judgment of either the University or the Union, warrant changes in these provisions, readjustments shall be worked out through the process of collective bargaining. Since changes may be warranted by circumstances beyond the control of either the University or the Union, either is entitled to request consideration of proposals to revise these provisions at

any time. Such requests are to be made in writing, and agreed changes may be made without the necessity of otherwise revising the basic Agreement.

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

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

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

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

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

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

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

C. *Health and Safety.* The University shall continue, as heretofore, to comply with legal regulations, whether heretofore or hereafter made, governing safety of working conditions, and will otherwise provide as far as possible for protection of the health and safety of the employees. The Union agrees that the employees shall, as a condition of employment, observe reasonable safety rules. Specifically, employees shall immediately report to their Supervisor, or his or her designated representative, any accidental injury (including, if available and able to do so, submission of an injury form within 48 hours from occurrence of the injury), and shall comply with rules requiring medical examination or treatment. Employees shall be free to consult their own physicians without cost to the University, but in any case, of accidental injury, the University shall in no way be obligated to accept the opinion of physicians not retained by the University.

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

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

D. *Comp. Time/ Inclement Weather.* In the event the University deems the need to close in accordance with the University's Emergency and/or Administrative Closures Standard Operating Procedure (SOP), including but not restricted to stormy weather, TCO will remain closed and all employees will be paid at their regular pay.

E. *Retirement Plan.* Unit employees hired before 3/1/01 will continue to participate in the Brown University Legacy Retirement Plan for Non-Exempt Staff, and Unit employees hired on or after 3/1/01 will continue to participate in the Brown University Deferred Vesting Retirement Plan. Information

concerning the Plans can be found at <https://www.brown.edu/about/administration/human-resources/benefits/retirement/retirement-plans>.

F. *Notice of Intention to Leave.* If and when an employee leaves the service of the University, on his or her own initiative, he or she shall give fourteen (14) calendar days written notice of such intention to his/her supervisor.

G. *Bereavement Pay.* In the event of a death in the immediate family of any employee covered by this Agreement, said employee shall be entitled to a leave of absence with pay up to a maximum of five (5) working days, paid at the employee's regular pay for all work days missed within that period. The bereavement period need not commence on the actual day of the death of an immediate family member. For the purpose of this provision, 'immediate family' shall mean mother, father, step-mother, step-father, current mother-in-law, current father-in-law, grandparent, sister, brother, child, step-child, current son or daughter-in-law, grandchild, current spouse or current domestic partner (for one year or more) of the employee. The University recognizes extenuating circumstances may arise whereby an employee may wish to defer using his/her entitlement pursuant to this sub-provision. Accordingly, as a matter of administrative policy, an employee may request using his/her entitlement to attend funeral or memorial services during the three months following a death in the immediate family as defined above, and the granting of such request will not be arbitrarily withheld. The University may consider granting an extension beyond the three months but no longer than six (6) months upon presentation of a valid reason by the employee. All requests must be communicated in writing to management and be limited to half day increments.

In the event of the death of the spouse's grandparent, child's grandparent, spouse's brother or sister, current brother-in-law or sister-in-law or the death of an employee's aunt or uncle, an employee will be granted up to a maximum of two (2) consecutive working days off with pay.

In the event of the death of the domestic partner's parent, grandparent, brother or sister, an employee will be granted up to a maximum of two (2) consecutive working days off with pay.

Staff are permitted to take up to one day of paid bereavement time off for family members not listed above.

The employer may work with the Steward to ensure that the provisions of this Article are not being abused.

H. *Jury Duty.* Employees can request time off for jury duty. An employee who serves jury duty will receive full pay and benefits for the duration of jury duty. It is expected that employees will report to work when jury duty is not required for a full workday

I. *Reserve Duty.*

United States military reservists or members of the National Guard are permitted to spend up to ten working days (two weeks) per calendar year away from their position at Brown to assist with a national, state or local emergency, or for military training duty. Employees must return to work on the first workday after completion of duty, allowing for reasonable travel and rest time. During the time staff members are on military reserve duty, they continue to receive their full pay and benefits but must remit compensation received for military duty (excluding payments for room and board) to Brown University.

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

Article VIII

Medical and Life Insurance

The University will provide all employees covered by this Agreement with the same health coverage options offered to other Brown employees. Eligible employees may select coverage under any of the plans offered to other Brown employees. No exclusions for pre-existing conditions are included in any of the plans. They all have an in-network and an out-of-network option. In-network services require a nominal copayment; out-of-network services involve claim forms, deductibles, co-insurance and out-of-pocket maximums. Please refer to the Decision Guide for additional information.

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

All members will maintain membership in their Brown plans at current rates. New members will participate in plans offered at Brown at the same rate as those offered to staff.

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

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

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

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

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

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

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

Article IX

Military Service

It is agreed that any employee who enters the military service of the United States and qualifies to return to work shall, when available, be reinstated to their former position (or equivalent position) with the same seniority, status and rate of pay they would have obtained had they remained continuously employed. Employees will not be discriminated against in hiring, promotion, or retention of employment decisions on the basis of present and future membership in the Uniform Services. An employee qualifies to return to work when all of the following conditions are met:

1. The employee has left a civilian job to perform active duty.
2. The employee gave notice for leave to active duty (documentation must verify the leave reason).
3. The leave has not exceeded five years.
4. The employee was honorably discharged, and
5. The employee reported back to work within a specific time period

Any layoff of other employees in order to make room for such reinstatement shall not be considered a grievance, and any employee so laid off shall be given first preference to an opening for which the employee is capable of performing.

Article X

Employee Education Program

A regular employee covered by this Agreement may participate in the University's employee education program

Eligibility

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

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

Program Guidelines

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

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

Article XI

Tuition Aid Program

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

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

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

Eligibility

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

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

Dependent Child(ren) must meet the following criteria:

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

Article XII

Parental Leave

Brown University provides biological and adoptive parents six weeks of fully-paid leave to use intermittently within the first year of birth or adoption of a child, in one week increments.

Applicable Federal and state leave protections will run concurrently with Brown Paid Parental Leave benefits.

All employees with at least one year of full-time service immediately prior to the initiation of an adoption are eligible for a one-time child adoption expense reimbursement up to \$5,000 in qualified expenses per calendar year in accordance with University policy.

Expenses are considered qualified if they meet any of the criteria listed below:

- Reasonable and necessary adoption fees.
- Court costs and attorney fees.
- Travel expenses (including amounts spent for meals and lodging while away from home).
- Other expenses that are directly related to and for the principle purpose of the legal adoption of an eligible child.

Qualified adoption expenses don't include expenses:

- For which you received funds under any state, local, or federal program.
- That violates state or federal law.
- Incurred on dates in which you were not working for Brown University in a benefits eligible capacity.
- For carrying out a surrogate parenting arrangement.
- For the adoption of your spouse's or domestic partner's child.

Article XIII

Unpaid Leaves

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

A. *Family and Medical Leave Act (FMLA)*: Employees may request FMLA leave for their own serious medical condition, a covered family member's serious medical condition, or parental leave, which includes birth of child, adoption, foster, and bonding. FMLA leave provides job protection and benefit continuation up to 12 weeks for employees that have at least one year of service and work at least 1250 hours per year. The Rhode Island Parental and Family Medical Leave (RIPFML) offers 13 weeks of protection and runs concurrent with FMLA. The maximum leave duration for FMLA leave is twelve weeks, and the maximum leave time for RIPFML leave is thirteen weeks. When applicable, these leaves will run concurrently with each other (e.g., an employee cannot take twelve weeks of FMLA and then an additional thirteen weeks of leave under RIPFML.)

FMLA/RIPFML leave is unpaid. Employees may use time off to receive pay while on this leave.

There is no disruption in an employee's benefit coverage during an approved FMLA or RIPFML

leave of absence. Employees are responsible for paying the employee portion of their benefit premiums during their approved leave period.

B. *Personal Leave:* Employees may request personal leave when the need to be out of work is for personal reasons not covered under FMLA or RIFFML. Personal leave is granted at the discretion of the University. The maximum leave duration for personal leave is 26 weeks. Personal leave is unpaid (vacation time may be used to receive pay during this leave). Employees are responsible for the full premium cost of their benefits while on an approved personal leave.

C. *Administrative Leave:* May only be initiated by University Human Resources. This leave of absence is permitted when it is in the best interest of the University and the employee. Administrative leaves may be approved when an investigation is necessary to address misconduct allegations.

D. *Special Assignment:* Employees may request special assignment leave for up to three or six months. Special leave may only be granted when the assignment will be of value to Brown. Approval for this leave is at the discretion of the department leader with additional approval required from the department's senior officer, and approval from the President, Provost, or Executive Vice President for Finance and Administration. Employees approved for this leave will establish work expectations with the department (e.g., reports due) and will remain at Brown for at least one year at the end of this leave. Departments are responsible for the coverage of duties normally performed by the employee on this leave. There is no disruption in an employee's benefits coverage during this leave of absence. Employees are responsible for paying the employee portion of their benefit premiums during their approved leave period.

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

Employees are encouraged to continue to use earned unused entitlement time for leaves of absences and follow current protocols. Employees on day to day absences, and who are not on an approved leave of absence, will not be granted "unpaid" status if earned unused entitlement is available. Leaves of absence are unpaid. However, employees may elect to use accrued time off during leave to continue pay. Employees may also be eligible to apply for state benefits. Time off may be requested concurrently with a leave of absence.

Article XIV

Voluntary Retirement

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

Article XV

Discipline

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

In the event that discipline is not issued in five (5) working days the University will make every effort to dispense with discipline, or advise employee that there will be no discipline, within fifteen (15) working days of its knowledge of an alleged incident or, at the very least, meet and confer with the employee and steward to provide a status report.

An employee shall receive a copy of any disciplinary slips placed in their file. Disciplinary slips will include verbal warnings, written warnings, suspensions, and terminations. A copy of such slips will be either issued in person or emailed to the Steward and the Business Agent within one (1) working days of their issuance. Upon request, an employee may look at their personnel file at any time in accordance with University policy.

Discipline shall be administered through progressive steps: verbal warning, written warning, 1-day suspension, 3-day suspension, 5-day suspension then termination. Verbal and written warnings and suspensions shall be considered current and in effect for twelve (12) months from time of issuance; provided, however, that disciplines may remain current for an additional period up to three (3) months pending completion of a University workplace investigation or administrative review that commenced prior to the 12-month expiration. The parties may agree to a longer period if warranted. If an employee commits an act that would be considered egregious, progressive steps may be skipped.

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

Article XVI

Subcontracting

The University shall have the right to subcontract. However, the University shall notify the Union and provide the Union with an opportunity to discuss any subcontract, including, but not limited to work given to other internal groups, of a major operation on a permanent basis.

Article XVII

Invalidity Under the Law

This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction; and policies, rulings and orders of any competent accreditation bodies. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Rhode Island, the parties shall meet and bargain in good faith the appropriate language to bring that provision, and only that provision, into compliance with such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect, and without modification. In the event that the parties are unable to agree, there shall be no right of the Union to strike or of the University to lock

out employees and the parties' agreement will continue to remain in full force and effect with the invalidity of such provision not affecting the remainder of the Agreement.

Article XVIII
Union Conventions

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

Article XIX
Parking Permit

Employees covered by this Agreement will be able to purchase parking permits and pay for them through a payroll deduction plan as determined by the Parking Office.

Article XX
Classification and Wage Rates

The following job classifications will apply during the life of the Agreement. Effective July 1, 2023, the following job classifications will apply:

Grade 7 Operations Coordinator

Grade 8 Lead Operations Coordinator

Wage rates for the above levels shall be as follows:

Level	Step A	Step B	Step C	Step D	Step E	Step F
Grade 7	26.00	27.00	28.00	29.00	30.00	31.00
Grade 8	29.00	30.00	31.00	32.00	33.00	34.00

Wages for the members of the Union shall reflect the following wage increases during the period of this Agreement, as reflected in the Classification and Wage Rate Table for the above levels set forth

- 3.5% – 7/1/2024 through 6/30/2025;
- 3.5% - 7/1/2025 through 6/30/2026.
- One-time lump sum payment: The University will provide a one-time lump sum payment of

\$4,900 to all eligible employees, which shall serve as a replacement in lieu of any retroactive wage adjustments.

- One-time additional payment: The University agrees to provide a one-time signing bonus of \$1,500 to each eligible employee, as an incentive for entering into this agreement and as a gesture of goodwill.

Employees will be hired at Step A of the classification they are to hold. Employees shall be advanced to Step B upon completion of two (2) years continuous employment in a position covered by this agreement. An employee will be advanced to Step C upon completion of two (2) continuous years at Step B in a position covered by this agreement. An employee will be advanced to Step D upon completion of five (5) years at Step C in a position covered by this agreement or fifteen years department seniority, whichever comes first. An employee will advance to Step E upon completion of 20 years of department seniority. An employee will advance to Step F upon completion of 25 years of department seniority.

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

An employee promoted from a job in one level to a job in a higher level will be placed in a step not lower than the pay rate for the step permanently held immediately preceding promotion.

Section 1: Additional Compensation for Training Duties

1. Training Compensation Eligibility

- a. Scope of Training
- b. Employees who are formally assigned to train other employees, including but not limited to new hires, temporary staff, or other employees within their job classification, shall be eligible for additional compensation.
- c. Formal Assignment: The additional compensation outlined in this section will apply only when the training duties are formally assigned by a supervisor or manager. Informal or voluntary training efforts do not qualify for additional compensation.

2. Training Compensation Rate

- a. Compensation Amount: Employees who are assigned to conduct training will receive an additional \$1 an hour increase to their base pay rate for each hour spent directly engaged in training activities.

3. Approval Process

- a. Pre-Approval Requirement: All training assignments must be pre-approved by the employee's immediate supervisor or designated manager to qualify for additional compensation.
- b. Any disputes regarding eligibility or amount of additional compensation for training

duties shall be resolved through the grievance procedure outlined in Article 5 of this contract.

4. Exceptions: The provisions of this section do not apply to training conducted as part of the employee's regular job duties or any mandatory training required by law or employer policy (i.e. Title IX or COI).

Article XXI

Hours of Work and Overtime

The normal hours of work for employees covered by this Agreement shall be 37.5 hours per week, seven and one-half (7.5) hours per day, and five (5) days per week. All employees shall be paid one and one-half their regular straight time hourly rate of pay for all work performed in excess of their regularly scheduled seven and one-half (7.5) hours per day or 37.5 hours per normal work week, without duplication. Any regular employee required to work on Sunday, except employees working on the classifications set forth in the next paragraph, shall be paid one and one-half his or her regular straight time hourly rate of pay for all hours actually worked on Sunday. Overtime pay shall be calculated and paid at the "blended rate" consistent with the Fair Labor Standards Act

The University's payroll work week is Sunday through Saturday, inclusive. The normal work week schedule within TCO is recognized as Monday through Friday, with the following shifts: 7:30am – 4pm and 8:30am – 5pm. Summer hours will be offered to TCO employees when summer hours are offered by the University.

Overtime on the weekend will be offered in full 8-hour shifts. Overtime during commencement will be voluntary.

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

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

Article XXII

Holidays

The University will provide all employees covered by this Agreement with the same holiday dates observed by the University.

New Year's Day	Indigenous People's Day
Martin Luther King, Jr. Day	Election Day (federal election years)
Memorial Day	Thanksgiving
Day after Memorial Day	Day after Thanksgiving
Juneteenth	Day Before Christmas
Independence Day	Christmas
Labor Day	

All employees covered by this Agreement who are eligible for paid holidays receive one floating holiday (or equivalent hours) to be used during the calendar year. Staff hired after January 1 will receive the floating holiday the following calendar year.

The floating holiday may be used on a day mutually agreeable to the staff member and supervisor. It will be pro-rated for part-time employees based on weekly scheduled hours and number of months worked. Unused days will not carry over year-to-year and are not eligible for payout upon termination. The floating holiday appears on the Time Off Worklet in Workday.

Article XXIII

Continuous Working Hours

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

Article XXIV

Sick Days and Workers Compensation

Sick Time -

Full-time employees accrue one paid sick day per month, up to twelve days (ninety hours) annually starting on their first day of work. Sick time may be used for an employee's own illness or injury or those of certain family members and may be used in instances of abuse, assault or stalking. Part-time employees who work at least fifty Percent Time receive a prorated sick time accrual. Time off is accrued in equal increments at the end of each pay period. Unused sick time will carryover each calendar year up to a maximum of 60 days (450 hours).

In addition to using paid sick days to care for themselves, full-time employees can request up to twelve days of paid sick time (ninety hours) to care for a sick family or household member. Examples of family members include: child (biological, adopted or foster), spouse, domestic partner, parent, sibling, in-law, grandparent. Part-time employees who work at least fifty Percent Time may use a prorated amount of time. New birth or adoptive parents can request all available time to care for or bond with their child within the child's first year.

Absenteeism will be considered excessive, except in cases of major surgery and illness, when it exceeds a total of twelve (12) days in a fiscal year. The Union agrees to cooperate with the University to prevent abuses of sick time. Abuse by an employee of sick time shall be grounds for disciplinary action or discharge.

Worker's Compensation (WC):

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

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

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

Article XXV

Vacation and Personal Time

Full-time employees paid hourly (non-exempt) accrue ten vacation days (seventy-five hours) starting on their first day of work during their first two years of employment. After two years, the accrual increases to twenty-four days (one hundred eighty hours) annually. Full-time employees paid monthly (exempt) accrue twenty-four days annually starting on their first day of work. Part-time employees who work at least fifty Percent Time receive a prorated vacation accrual. Time off is accrued in equal increments at the end of each pay period.

Vacation Bonus

Full-time employees who have completed twenty five years of service will receive an additional ten days (seventy-five hours) of vacation time. Part-time employees who work at least fifty Percent Time receive a prorated vacation accrual.

Article XXVI

Labor-Management Committee

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

The Union's committee shall be made up of up to one (1) member of the bargaining unit. Any member of the Union selected to serve on this Committee shall be allowed reasonable time off (subject to work requirements at the time of request) for the performance of such duties. Employee representatives

who attend the Committee's meetings outside of their regularly scheduled hours will be paid at straight time for those attendance hours. Approved minutes of the meeting will be sent to the Business Agent.

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

Article XXVII
Supervisors Working

Supervisors shall be able perform bargaining unit work if there is a need beyond the control of both parties to the Agreement.

Article XXVIII
Pay Corrections

In the event that an employee receives an inaccurate paycheck or direct deposit, the University will promptly correct any errors, and in any case where an employee is owed wages, the University will pay the employee said wages in a check or direct deposit that is separate from the employee's regular scheduled paycheck.

Article XXIX
Entire Agreement Clause

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

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

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

- (1) Is unequivocal;
- (2) Has been clearly enunciated and acted upon;

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

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

Article XXX

Effective Date and Duration of Agreement

This Agreement shall become effective as of July 1, 2023 and shall continue in effect until midnight, June 30, 2026 and from year to year thereafter, unless no less than sixty (60) days prior to June 30, 2026 or to any June 30th thereafter either party gives notice to the other in writing of its desire to terminate or amend this Agreement. If notice to terminate or amend is given by either party as aforesaid, this Agreement shall terminate as of June 30th of the year in which said notice is given, unless an agreement is reached between the parties on proposed amendments before that date or unless this Agreement is extended beyond that date by mutual agreement between the parties.

Any such notice of termination shall contain changes or amendments desired by the party giving such notices as a condition of the execution of a new Agreement, and conferences shall be arranged and undertaken within thirty (30) calendar days after service of such notice looking to the execution of a new Agreement. The party not giving such notice shall have its amendments available at the first joint meeting.

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto and to counterparts set their hands and seals, each by its officers thereunto duly authorized, this 1st day of November 2024.

In presence of:

BROWN UNIVERSITY

Committee for the University:

DocuSigned by:
John Luipold 11/03/2024 | 7:07 PM EST
781093F20B0F44D...
John Luipold
VP for Business Affairs, Auxiliary Services
and Real Estate

Signed by:
Theresa Pollard 11/04/2024 | 8:11 AM EST
F2709EFBD9A547C...
Theresa Pollard
AVP of Employee & Labor Relations

DocuSigned by:
Benjamin Trachman 11/04/2024 | 8:43 AM EST
FA2A05C0F37F451...
Ben Trachman
Assistant Director for Labor Relations

Committee for the Union:

Signed by:
Amy Cardone 11/04/2024 | 4:42 PM EST
99D64C6549B64D1...
Amy Cardone
Business Agent

Signed by:
Cheryl Botelho 11/04/2024 | 4:44 PM EST
58988CC0E2834EC...
Cheryl Botelho