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THIS AGREEMENT made as of this 13th day of October 2016, by and between BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND, AND PROVIDENCE PLANTATIONS, hereinafter called the “University” and UNITED SERVICE AND ALLIED WORKERS OF RHODE ISLAND, hereinafter called the “Union”.

**WITNESSETH:**

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

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

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

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

## **Article 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 building service employees of Brown University who are employed in the job classifications set forth in Article XX of this Agreement, but excluding all other employees, student employees, office clerical employees, miscellaneous employees, professional employees, guards, and watchmen and all supervisors as defined in the Act, for the purpose of all bargaining with respect to wages, hours and working conditions. The University accordingly will make reasonable arrangements to enable representatives of the Union to confer with representatives of the University during working hours. The University will also arrange for representatives of the Union Local to confer with bargaining unit members or with cognizant supervisors and managers in connection with grievances or other matters directly relating to the Agreement between the parties, during working hours. The Chief Steward, shop steward or other representative of the Union wishing to confer with an employee on Union business during working hours shall make arrangements to do so with the employee's Division Supervisor, or his or her designated representative. In order to properly implement the grievance and representation provisions of the Agreement and at the same time ensure good faith utilization of time away from work by Stewards for these purposes, the parties agree as follows:

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

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

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

The supervisor is responsible for keeping a record of elapsed time charged for representation and jointly with the representative 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 Administration'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 two (2) Chief Stewards from the Facilities Management Department, one who shall represent Division 4 Custodial and one who shall represent the remaining Facilities Management personnel, who shall have super seniority in regard to layoff and recall in their respective Departments, provided they are capable of performing the available work. Chief Stewards shall have up to a maximum of four hours each month to confer with Union members on Union business during working hours.

The President of the Union, if employed in the Facilities Management Bargaining Unit shall have up to a maximum of four hours each month to confer with Union members on Union business during working hours, provided further that if the President is also a designated Chief Steward, then the time allotted shall be a maximum of eight hours each month.

In addition to the Chief Stewards, the Union may designate members of the Units as Stewards for the purpose of adjusting grievances under the terms of the Agreement. The Union shall designate in writing to Director of Labor Relations those employees appointed Chief Steward or Steward and the employees holding officer positions in the Union. Each Steward, other than Chief Stewards, shall be allowed, without loss of pay, up to a maximum of two (2) hours each month to confer with Union members on Union business during working hours.

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

The Union may appoint one Facilities Management employee to

the University Benefits Review Committee.

The President, Vice President, Recording Secretary, Executive Board Member(s) or any trustee of the Union who is assigned to work on the second shift in Facilities Management shall have up to a maximum of three hours off each month, without pay, to attend executive board/membership meetings which occur during that shift.

## **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.

In the event an employee is on vacation at a time when said employees dues are to be deducted and thereafter paid to the Union under an assignment as aforesaid, the University will advance said dues and pay them to the Union, such advance to be repaid to the University by the employee promptly following said vacation. The University agrees to carry out this arrangement in good faith but the University shall not be responsible to the employee or to the Union for unintentional error. In the event the employee does not repay the University for the dues advanced within one month following the end of employee's vacation, the Union agrees to repay the University upon notice.

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

*Limited Duration (formerly "miscellaneous") Employee Service Charge.* The University may hire a temporary employee for a duration, at any one time, of 180 days. The 180 days may be extended by mutual agreement between the Union and University. It is agreed that any employee hired by the University after the execution date of this Agreement who is

assigned to work on the Limited Duration Payroll in a job classification covered by this Agreement and who works at least 40 hours a week in such classification for more than 15 consecutive work days, shall, upon completion of such 15 day period, pay to the Union each month thereafter while continuously employed in the bargaining unit at least 40 hours per week, a service charge as a contribution toward the costs of administration of this Agreement. The amounts of such service charge shall be equivalent to the amount required to be paid as minimum Union dues by those employees who become members of the Union. The University shall automatically deduct from said temporary employee's pay the equivalent monthly dues, and said employees shall assign dues on the customary form at the start of their temporary service. The University will be responsible for distributing the customary form.

### **Article 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 rules 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.

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

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

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

The University agrees to furnish the Union on the tenth business day following the close of each month, the names of newly hired employees, their addresses, social security numbers, classification of work, their dates of hire, names of terminated employees, names of employees on leave of absence, and names of employees on limited duration payroll in Facilities Management.

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

## **Article IV** **Seniority**

A seniority listing by job classification and division 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 division 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 division 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 division.

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 division.

b) An employee removed from a division in accordance with (a) above, shall be permitted to exercise his/her seniority obtained in another division to displace any junior employee (in terms and in the inverse order of division seniority) in such division, provided that he/she is then qualified to perform the job of such displaced employee.

c) Any employee so displaced from his/her job in accordance with (b) above, shall be permitted to exercise his/her seniority obtained in another division to displace any junior employee (in terms and in the inverse order of division seniority) in such division, provided that he/she is then qualified to perform the job of such displaced employee. This procedure shall be continued until the least senior employee (in terms of division seniority) is laid-off.

d) In the event an employee removed from the division in accordance with (a) above possesses neither the qualifications nor the seniority to displace another employee in accordance with (b) above, he/she will be allowed to bump laterally or to a lower level position he/she is qualified to perform based on Facilities Management Department

seniority.

e) In the application of the above procedure for reduction in the workforce, newly hired probationary employees, temporary employees and “regular part-time employees” within the 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.

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

g) For the purposes of the foregoing provisions, the “divisions”, “job families” and “job classifications” included therein are as follows:

Facilities Management, by specified Divisions: 1. Structural, 2. Plumbing, 3. Electrical, 4. Custodial, 5. Grounds, 6. Stores, 7. Heat Plant, 8. HVAC-Mechanical & Steam Fitting, 9. HVAC-Controls, 11. Service Response

Equipment Mechanics will be assigned to specific divisions. If a vacancy is posted it will be division specific. The University reserves the right to pool and/or transfer Equipment Mechanics for projects and programs.

## 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 2.f, to perform the job.

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

2. In the event that a vacancy cannot be filled by the return of the former job occupant thereto, in accordance with the preceding paragraph,

such vacancy shall be deemed a permanent vacancy and shall be filled in accordance with the procedures established by Article VIII Section B. An employee who has been employed for three or more months shall not be laid off without one week's prior notice unless paid wages for one normal work week.

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

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

In the event an employee covered by this Agreement becomes a regular employee as defined below, the seniority of that employee for the purposes of this Agreement shall continue without interruption. In the event an employee transfers into a position covered by this Agreement from a position not covered by this Agreement, such employee's seniority for purposes of layoff and recall shall commence with the employee's first day of employment in the position covered by this Agreement. If an employee transfers from a position in the Bargaining Unit to a position within the University outside the Unit and subsequently returns to the same position in the Unit without a break in continuous University service, his/her seniority in the position will be adjusted to reflect prior seniority in said position. In any event, service for specified benefits will be based upon continuous University service. Employees hired into bargaining unit positions on a temporary basis who become regular employees under this Agreement will have for the purposes of seniority, time-in-grade increases (except as hereinafter modified), 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. By mutual agreement between the University and Union an employee’s probationary period may be extended and during such extension period the employee will remain a probationary employee for purposes of this Agreement.

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 weeks advance notice shall be given to said employee except in cases warranting immediate discharge. The employee shall be given a copy of the probationary review. Probationary reviews are not grievable. Upon the satisfactory completion of probationary period service, the employee will be advised as to his or her job classification and rate of pay under this Agreement and his or her seniority under this Agreement shall date from that employee’s first day of work. Thereafter, the employee’s performance shall be reviewed on an annual basis by the employee’s supervisor who shall discuss the review with the employee and show the employee his or her performance review sheet. The employee shall be given a copy of the review. A regular employee may grieve that the annual review unjustly includes a warning regarding performance or conduct. Such grievances are not arbitrable. Except for termination, probationary reviews or wherever specifically prohibited, probationary employees shall have the same rights to use the grievance procedure as regular employees.

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 The Federal Mediation and Conciliation Service, or American Arbitration Association, as determined by the filing party, provided that such notice is given within fifteen (15) working days after the University has given its decision in Step 3. The written notice of appeal to arbitration will restate, as specifically as possible, the nature of the complaint, the Agreement provision(s) affected, the position of the appealing party and the remedy requested. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of the Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties. If the parties mutually agree, an expedited arbitration procedure may be utilized.

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

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

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

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

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

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

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

An employee who feels aggrieved by an order to perform a certain task shall not refuse to perform the task; but shall perform the same and

then submit his or her protest as a grievance. Otherwise a refusal shall be grounds for discharge, but such discharge shall be subject to the grievance and arbitration procedure.

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

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

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

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

## **Article VI Strikes-Lockouts**

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

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

## **Article VIII 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 against any employee or applicant for employment because of race, religion, color, national origin, age, sex, handicap, sexual preference, political affiliation or because he/she is a disabled or Vietnam Era veteran. 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 and employees who have transferred out of the Unit as provided for in Article IV, Paragraph 4 shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement. Whenever it is necessary for the University temporarily to transfer or promote an employee to another job covered by this Agreement, the employee shall receive his or her regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred or promoted shall be entitled only to the rate of pay for the job to which they are transferred or promoted.

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

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

All permanent bargaining unit job vacancies in the workforce which the University intends to fill will be posted in a timely manner on the employee bulletin boards throughout the University for a period of five (5) working days. Management will post a notice if the status of a posted position changes. The postings will list promotions, salary, hours, and job requirements. One copy of each vacancy posting will be sent to the respective Chief Steward on or before the date of the posting. When more than one (1) job is posted, employees desiring to bid for more than one (1) job shall note their preference next to their names by number (1), (2),

(3), etc. Employees interested in applying for each such posted job or jobs shall express their interest in writing to the University's Human Resources Department, 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. However, the University will recognize the seniority principle with respect to filling vacancies within the bargaining unit. When the ability, training, skill and other relevant qualifications of applicants are considered equal, the University will give preference to the applicants having the longest bargaining unit seniority.

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

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

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.

#### Trades Summer Training Program

The University agrees to institute a Trades Summer Training Program ("Program") intended to foster and encourage the career advancement of bargaining unit members. The Program shall include the following provisions:

## 1. Application into the Program

- A. Available slots in the program will be determined by management on an as-needed basis each year.
- B. The number of available slots for each trade will be posted by December 15<sup>th</sup> of each year.
- C. Interested bargaining unit members must meet the prerequisites set forth below and must submit a completed application by May 15<sup>th</sup> to qualify for participation in the Program.

## 2. Prerequisites

- A. Applicants for the participation in the program must complete the courses identified by each trade leader at the education institutions identified by the Department. Whenever possible, the University will offer more than one option to bargaining unit members.
- B. Employees must complete the required courses on their own time. Employees must complete the required courses and other reasonable prerequisites established by the Department prior to his/her participation in the Program. In lieu of completion of a prerequisite course, an employee may receive credit for prior experience by attaching documentation of his/her proficiencies to his/her application. Such documentation must demonstrate that the applicant has acquired through experience the skills and knowledge that he/she would have acquired by taking the required course(s). The means to verify the proficiencies shall include professional references from a structured and licensed business. If the proficiencies were gained through an informal and/or non-licensed organization, the employee will make every attempt to provide a relevant reference and sign an affidavit attesting to the fact that the employee possesses the required proficiencies.
- C. Credit for completing a prerequisite will be given for up to seven years after completing the course. If more than seven years have past before the employee is accepted into the program then the prerequisite course must be taken again.

D. Costs of the required courses will be reimbursed in accordance with the University's Employee Education Program, which include, but are not limited to, the following:

- The employee has not exceeded the fiscal year cap as determined by HR (the current cap is \$2500);
- The employee has met the grading criteria set forth by the Brown University Employee Education Program;
- The course is offered by an institution approved by the Brown University Employee Education Program; and
- The employee is enrolled in the particular course for the first time.

If any of the above conditions are not met, the employee shall be responsible for the cost of the course.

E. If a particular prerequisite course is not covered by the Brown University Employee Education Program, the Department of Facilities Management shall pay specified reasonable out of pocket tuition expenses for the course not to exceed two (2) hundred dollars per course. The employee is responsible for gaining approval for this in advance of the start of the course.

### 3. Selection

- A. The Department shall determine whether or not an employee is qualified for the program.
- B. Such determination shall be based on whether an employee has completed the prerequisites established herein, or is reasonably expected to do so by the start of the program.
- C. An employee can be selected into the program for up to three summer periods, either consecutive or non-consecutive. An employee who has reached this threshold can apply for and be selected into the program beyond this three year cap if there are fewer qualified candidates for the program than there are slots available for a given program year.

D. Further criteria for selection will be:

- Past successful performance in the program
- Attendance and safety record
- Performance reviews
- Disciplinary actions in the previous year or multiple past disciplinary actions in the employee's career.
- EEO classification – this criterion will increase in significance if a particular trade is underutilized for a protected class of employees.
- Seniority (when all other selection criteria are considered equal).

E. Summer Program participants will be placed at Level 108.

#### 4. Future Consideration for Positions

A. Completion of the program does not guarantee that that an employee will receive a permanent position in the trades divisions. Selections for all open positions will continue to follow the conditions laid out in the collective bargaining agreement. However, an employee's successful completion of the Program will be considered as part of the employee's experience when s/he applies for an open position in the trades.

B. Trades Division Supervisors will be responsible for monitoring the progress of Program attendees. The Supervisors will also be responsible for completing a performance evaluation for participants at the end of a program cycle.

C. *Health and Safety.* The University shall continue, as heretofore, to comply with legal regulations, whether heretofore or hereafter made, governing safety of working conditions, and will otherwise provide as far as possible for protection of the health and safety of the employees. The Union agrees that the employees shall, as a condition of employment,

observe reasonable safety rules. Specifically, employees shall immediately report to their Division Supervisor, or his or her designated representative, any accidental injury and shall comply with rules requiring medical examination or treatment. Notification of any accidental injury to any employee shall be given to the joint Labor-Management Safety Committee within 30 days of occurrence. Employees shall be free to consult their own physicians without cost to the University, but in any case of accidental injury, the University shall in no way be obligated to accept the opinion of physicians not retained by the University.

The University and the Union will cooperate in maintaining and making effective safety and good custodial rules that will eliminate hazards and make the plant a safe and sanitary place to work. A copy of each accident report involving a bargaining unit member will be sent to the respective Chief Steward within 5 working days of report being filed. The University and the Union agree to continue the joint committee known as the Safety Committee with membership of eight individuals, three to be appointed by the University, four by the Union, and the University's Director of Safety. This Committee shall meet monthly or as may be decided by the Committee for the purpose of maintaining and promoting maximum safety working conditions.

The Committee shall:

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

buildings, both ongoing and for new hires.

Members of the Labor-Management Safety Committee when accompanied by a Management representative may at any time perform their duties as outlined in the article. Employees who are working shall notify their supervisor of the necessity to perform Safety Committee duties. In the event a replacement is required to avoid production delay, every effort will be made to obtain a replacement as soon as possible. Time spent by Union Safety Committee members in performing their duties will be paid for at their normal hourly pay. The University will upon request cooperate in furnishing the Safety Committee data and information concerning materials and substances used in the University, whenever possible.

All Safety Committee members will be issued a badge indicating they are members of the Safety Committee. This will enable employees to identify a Committee member during hours of employment. The University will furnish the Union with copies of minutes of the Safety Committee meetings.

No employee shall be discharged or disciplined for refusing to work on a job if the employee makes a written claim that the job is unsafe or might endanger the employee's health. A representative of the University and Union shall meet within 24 hours to determine if the job is or has been made safe and will not endanger the employee's health. Pending this determination, the employee shall be transferred to other available comparable work which the employee is qualified to perform. If said representatives agree that the job is safe and will not endanger the employee's health, the employee shall be required to return to the job. If said representatives are unable to 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.* The University, its employees and the Union recognize the importance of providing essential services for students and others in the University community, especially during periods of severe storm conditions. Accordingly, employees required

to report for work or remain at work when the Administrative Offices of the University are closed due to emergencies, including but not restricted to stormy weather, will earn twice the pay normally received when working under normal conditions. The doubling of pay during administrative closure also applies to hours worked at the overtime and double time rates. Employees unable to report for work will not receive pay per se. Employees sent home or instructed not to report for work will receive their regular pay. (See Side Letter E attached hereto)

*E. Pension Plan.* The University shall continue to provide coverage, at no cost to member employees, under the Pension Plan described in the booklet prepared by the University. The Pension Plan is a defined benefit plan providing eligible employees a monthly benefit calculated as follows: one and seventy-six hundredths of one percent (1.76%) of the average monthly compensation received (based on best five years) multiplied by the employee's total number of years of credited service. The retiree multiplier shall be increased to 1.78% on October 13, 2013. Effective on January 1, 2017, the retirement multiplier shall be increased to 1.80.

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

An employee age 50 or older may request an estimate of their retirement benefit from the Pension Plan. The summary plan description will include beneficiary language to cover un-married participants.

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

The University will, in a timely manner, forward to the Union's Business Agent a list showing the name, type or benefit, retirement date,

monthly benefit (or lump sum payment) and other pertinent information relating to an employee's retirement.

F. *Voluntary Pension Contributions.* For eligible employees who elect to make voluntary contributions to a tax deferred annuity offered by the University, the employee contributions will be based on wages that include overtime earnings.

G. *Notice of Intention to Leave.* If and when an employee leaves the service of the University, on his or her own initiative, he or she shall give seven (7) calendar days written notice of such intention to his/her supervisor. If such notice is not given by the employee, such employee shall not be entitled to receive compensation for any accumulated vacation rights to which he or she would otherwise be entitled.

H. *Severance Pay.* In the event the employment of any regular employee (as defined in Article IV) shall be terminated because of inefficient or other similar unsatisfactory performance of such employee's work (other than misconduct as provided below) the dismissed employee shall be paid, in addition to any unpaid wages earned for work performed prior to the actual date of termination of employment, severance pay as provided herein, provided however, no severance pay or severance benefit, including without limitation accumulated vacation pay, will be paid or given in the event of termination of employment for misconduct or other violations of University regulations.

1. If the dismissed employee has been continuously employed by the University over one year but under two years, one week's regular wages without overtime;
2. If the dismissed employee has been continuously employed by the University for two years or more, two weeks regular wages without overtime; or accrued and unused vacation pay whichever is greater.

I. *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 some or all of his/her entitlement pursuant to this sub-provision. Accordingly, as a matter of administrative policy, an employee may request using some or all of his/her entitlement to attend funeral or memorial services during the six months following a death in the immediate family as defined above, and the granting of such request will not be arbitrarily withheld.

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

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

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

J-. *Jury Duty.* Any employee who is absent from scheduled work with the University for jury duty shall receive the difference between what the employee would have earned at his or her regular straight time rate of pay had he or she been at work and the payment received for such jury duty provided (a) the employee furnishes the University with evidence of jury pay from the clerk of the court wherein he or she served as a juror and (b) the employee reports for work on a regularly scheduled work day when he or she is excused from jury duty at such time as will permit the employee to work at least four hours. Jury duty pay shall be limited to one call for Federal jury duty in any twelve (12) month period, and shall be limited to one call for non-Federal jury duty in any twelve (12) month period.

K. *Reserve Duty.* A regular employee with a Reserve or National Guard commitment who attends required annual duty training or who is activated due to national, state, or local emergency, shall receive up to a maximum of ten (10) working days in any twelve (12) month period, the difference

between what the employee would have earned at his or her regular rate of pay had he or she been at work for that period and the payment received for such duty.

In order to receive this differential, the employee must present the University with an order from the Federal or State Government ordering him or her to duty and a statement from the paymaster of his or her Reserve or National Guard Unit indicating the amount of pay received for his or her training.

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

If an employee continues to serve in a Reserve or National Guard Unit beyond the period of obligatory service, periods of absence caused by training or active duty shall be considered leave without pay and no benefits under this Agreement shall be accrued during such periods of absence, except as may be required by law.

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

## **Article IX**

### **Medical and Life Insurance**

The University will provide all employees covered by this Agreement with the same health coverage options offered to other Brown employees. The current options offered are: Blue Cross Blue Shield Health Mate Coast-to-Coast, and United Health Care – Choice Plus. Commencing with plan year 2012, the University can substitute these named carriers with any other carrier or carriers provided that it does so for all other Brown employees and that the benefits are substantially comparable to the terms existing at the time.

If the University exercises its right to substitute or change carriers, it will provide notification to the union and bargaining unit members by August 15, or as soon thereafter as possible, but in no event later than September 30 for the upcoming benefit year beginning January 1.

In the event that during the term of this agreement any health insurance carrier or HMO or other provider refuses to renew its relationship with the University for a new plan year or, in the case of insurance coverage, refuses to guarantee a fixed premium rate for a new plan year, or makes it a condition that the University cease offering any other plan or plans, (in each case with respect to the bargaining unit) the University will have the right to drop that carrier, HMO or provider from its health care package provided, however, that the University will replace the dropped carrier, HMO or provider with a plan that provides substantially comparable benefits and premiums.

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.

The University will use its best efforts to negotiate a waiver of preexisting conditions clause for the members of the dropped plan. In any event, the University will reimburse employees for expenses incurred related to pre-existing condition provisions.

An eligible full-time or part-time employee's share of the premium cost shall automatically be deducted from his/her pay through the University Flexible Premium Plan. A full-time employee will continue to pay ten percent (10%) of the cost of the premium for the plan selected effective on January 1, 2012. Effective on January 1, 2016, full-time employees in grades above 106 will pay 12% of the cost of the premium for the health plan selected.

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 through the University's Flexible Premium Plan.

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, provided the employee makes monthly cash payments to the University for that 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.

The surviving spouse of a deceased employee may elect to have hospital/surgical coverage continued for six (6) months, provided he/she makes monthly cash payments to the University for that portion of the premium the deceased employee would have been obligated to pay pursuant to the terms of the Agreement. The election must be made as soon as possible, but in any event within thirty (30) days of the spouse's death.

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.

An otherwise eligible full time employee who elects to waive health insurance coverage in accordance with University policy shall in consideration of such election receive a buy-out payment in accordance with University policy. If the University changes, modifies or eliminates this buyout benefit, the benefit received by bargaining unit members will also be changed, modified or eliminated in the same manner provided further that if the University eliminates the Brown to Non-Brown buy-out benefit, any bargaining unit members who then currently receives the Brown to Non-Brown buy-out benefit will continue to do so for the duration of the Agreement.

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

Term Disability Plan.

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

C. Retiree Health Benefit. All employees who meet the eligibility requirements may participate in the University's Retiree Health Benefit Plan.

## **Article X Bulletin Boards**

The Union shall have the privilege of posting notices of Union meetings, election of officers and stewards, appointments and social affairs on bulletin boards to be designed by the University. The Union may request the use of alternate University services to notify members of the bargaining unit with regard to the above mentioned subjects. If the University grants use of an alternative method of communication the Union agrees to purchase said service and pay the customary charge.

## **Article XI Military Service**

It is agreed that any employee who enters the military service of the United States shall, when available, be restored to his former position, provided application for reinstatement is made as required by law after honorable discharge and the applicant is mentally and physically fit. It is understood that service of any employee so reinstated shall be cumulative to his seniority rating. Any layoff of other employees in order to make room for such reinstatement shall not be considered a grievance, and any employee so laid off shall be given first preference to an opening for which the employee is capable of performing.

## **Article XII.1 Tuition Benefits**

If an employee's son or daughter is accepted for admission into Brown University as an undergraduate, tuition costs up to a maximum of \$5,050 per year, per child, are covered by the University provided the

employee has five (5) years of continuous full-time service. In order to be eligible for the benefit an employee must have been hired on or before September 30, 1978. Counseling for Brown Admissions:

A. Pre-application counseling - if a son or daughter of an employee expresses an interest in admission to counseling to supplement that provided by his or her high school, he or she should not hesitate to make an appointment with the Admissions officers. The employee may ask the Director of Labor Relations to make this appointment and he/she will do so.

B. Pre-decision counseling - after the application of an employee's son or daughter is received, the employee or the applicant may wish to discuss the application and the student's college planning with the Admission Office. The Director of Admission is willing to counsel the student at this time and appointments may be arranged through the Director of Labor Relations.

C. Financial Aid counseling - after the application of an employee's son or daughter is received, the University is willing to counsel the student and parents regarding financial aid. Appointments may be arranged through the Director of Labor Relations.

## **Article XII.2 Tuition Aid Program**

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

## **Article XIII.1 Paid Maternity Leave**

Women who have completed at least four years of continuous service and request a leave to give birth to a child will be granted a leave of six weeks with full regular pay. Said pay will not be charged against any other entitlement, except it will be credited toward statutory Parental Leave.

## **Article XIII.2**

### **Unpaid Leave**

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

A. *Disability Leaves.* If any employees disability due to illness or injury, including pregnancy related disabilities, continues beyond the period covered by paid leave of absence as provided for elsewhere in this Agreement or in the case of any employee who is not eligible for paid leave of absence, the employee may request a leave for the period during which such disability continues if the employee is unable to work. All requests for such disability leaves must be made in writing prior to the commencement of the leave if possible and shall indicate the approximate date of the return, and upon request by the University medical evidence must be submitted that the employee is so disabled.

Upon return from disability leave, an employee who is certified as able to resume his/her normal duties shall be reinstated in his/her former position unless the former position has been permanently filled or eliminated, in which case, the employee shall be placed in a comparable position, without decrease in rate of compensation or loss of promotional opportunities.

The initial disability leave, whether a combination of paid and unpaid or unpaid shall not exceed twelve months. Prior to the expiration of initial leave an employee may request an extension of the leave at which time and periodically thereafter the University shall have the right to review the circumstances to determine at its discretion consistent (with applicable laws) whether the leave should be extended or the employee/ employer relationship should be terminated pursuant to Article VIII (G) of this Agreement.

An employee may request a maternity leave immediately following a pregnancy related disability leave of absence provided, however, that the combined duration of the pregnancy related disability leave of absence and the subsequent maternity leave of absence shall not exceed nineteen (19) weeks.

The intent of this provision is to continue the employee's status up to the maximum duration as provided herein, together with related benefit entitlements, unless the employee's status changes from one of leave of absence to, by way of example, disability retirement, negotiated lump sum settlement, or similar situations.

B. *Union Business.* At the written request of the Union, the University shall grant either an officer of the Union or a duly elected or appointed representative of the Union, not to exceed one (1) employee at any one time, leave of absence without pay for a period not to exceed one (1) year or the period of elected office, provided that such leave will not interfere with the operations covered by this Agreement. The purpose of this leave is to permit the representative to work for the International, District Council and/or the Local Union on Union business. During the period of such leave of absence an employee will not accrue seniority, nor will the University have any obligation for continuation of benefits as specified elsewhere in this Agreement. Such leaves may be extended upon written request thirty (30) days prior to the termination thereof

C. *Other Leaves.* Unpaid leaves of absence may be granted at the discretion of the University to all employees for a specific period and for a specified reason such as family illness, study or travel, All requests for such leave shall be made in writing at least one (1) month, prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return. Such leaves may be granted for a period of up to six (6) months, and the granting of such leaves will not be arbitrarily withheld.

D. *Returning From Leave.* Except as provided for in 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.

E. *Medical Leave Acts*. Both parties agree to adhere to the Family Medical Leave Act of 1993 (FMLA) and the RI Parental and Family Medical Leave Act of 1987 (RIFMLA) and its regulations for all bargaining unit employees. Any family or medical leaves made available through this contract are intended to run concurrent with the leave time available through the Family Medical Leave Act of 1993 and the RI Parental and Medical Leave Act of 1987, where applicable.

An employee shall be eligible for parental leave for child birth, adoption or foster care, and medical leave for his or her serious health condition or the serious health condition of a member of the immediate family as defined by the applicable Act. Such leave shall be unpaid and will be granted for either a maximum of thirteen (13) weeks (RIFMLA) or twelve (12) weeks (FMLA) in accordance with the provisions of the applicable Act. An employee is expected to give thirty (30) days notice unless the need for the leave is unforeseen. At the expiration of the leave, if additional leave is desired, the employee may request leave under Article XIII.2 (A) or Article XIII.2(C), whichever may be applicable.

Benefits will be continued in accordance with the Acts. The employee may be required to pay in advance for health and dental insurance and request reimbursement when s/he returns to work. Vacation and sick time shall continue to accrue during such leaves.

Upon return from either a RJFMLA or FMLA leave, an employee shall be restored to his/her former position unless the former position has been permanently filled or eliminated, in which case the employee shall be placed in a position with equivalent seniority, status, employment benefits, pay and other terms and conditions of employment.

## **Article 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 Disciplinary Slips**

An employee will be entitled to receive a copy of any disciplinary slips placed in his or her file. A copy of such slips will be sent to the union. A copy of all written warnings shall be issued to the respective Chief Steward within in five (5) working days of the infraction. Upon request, an employee may look at his or her personal file at any time in accordance with University policy. Warnings shall be considered current and in effect for twelve (12) months from time of issuance. The parties may agree to a longer period if warranted.

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

## **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 of a major operation on a permanent basis.

## **Article XVII Invalidity Under the Law**

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

## **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. The current practice of allowing 2nd and 3rd shift employees to use the day parking lots during off-peak hours without fee will be continued in accordance with regulations determined by the Parking Office.

## **Article XX Classification and Wage Rates**

The following job classifications will apply during the life of the Agreement.

Effective October 13, 2016, the following job classifications will apply:

<b>Level 102</b>	Mail Driver/Clerk
<b>Level 103</b>	Parking Officer
<b>Level 104</b>	Custodian II
<b>Level 106</b>	Truck Driver Helper
<b>Level 107</b>	Groundswoker Stores Clerk – Stores Operations Service Response Coordinator Head Building Custodian Shop Clerk
<b>Level 108</b>	Material Control Clerk Crew Leader – Project Van Tinsmith Custodial Shift Assistant Utility Worker Truck Driver Senior Groundswoker
<b>Level 109</b>	Backhoe Operator Crew Leader – Ice Rink Plasterer Equipment Mechanic Truck and Tractor Driver

<b>Level 111</b>	<p>Equipment Mechanic – Lead  Oil Burner Worker  Painter/Glazier/Paperhanger  Stationary Engineer Mechanic  Plumber  Material Control – Lead  Key Control/Tool Clerk  Electronics Mechanic</p>
<b>Level 112</b>	<p>Locksmith  Painter – Lead  Groundswoker – Lead  Grounds Fleet Mechanic  Groundswoker – Lead/Landscape Maintenance  Building Operator  Electrician - Maintenance</p>
<b>Level 114</b>	<p>Mason/Plasterer  Roofer  Master Locksmith  Carpenter  Plumber – Licensed  Cabinet Maker  Stationary Engineer Operator  Upholsterer  Water Treatment Technician  Welder  HVAC Refrigeration Mechanic  Electrician  Electrician – Electronics  Electrician- Fire Alarm Specialist  Steamfitter  Meter Mechanic  Burner Technician  Controls Technician</p>
<b>Level 124</b>	<p>Plumber –licensed (Backflow Preventer Certified)</p>
<b>Level 115</b>	<p>Controls Mechanic  Stationary Engineer – Lead</p>
<b>Level 116</b>	<p>Carpenter – Lead  Plumber – Lead/Master  Electrician – Lead/Master</p>

HVAC Mechanic – Lead/Master  
 Steamfitter – Lead/Master  
 Controls Mechanic – Lead  
 Master Locksmith, Lead  
 High Voltage Technician  
 Instrument Technician  
 2nd Shift Lead

**Level 126** Plumber – Lead/Master (Backflow Preventer Certified)

**Wage rates for the above levels shall be as follows:**  
**Effective 10/13/2016**

Level	Step A			Step B			Step C			Step D			Step E		
	Base	3.5% SD	4.5% SD												
102	15.30			16.24			16.73			17.25			17.59		
103	15.48			17.82			18.36			18.92			19.09		
104	16.21	16.78	16.93	18.73	19.38	19.57	19.30	19.99	20.17	20.27	20.98	21.19	20.67	21.41	21.60
155	18.85	19.50	19.69	19.62	20.31	20.51	20.27	20.98	21.19	21.28	22.02	22.24	21.70	22.46	22.68
106	19.62	20.31	20.51	20.34	21.05	21.26	21.03	21.77	21.97	22.08	22.86	23.07	22.53	23.31	23.54
107	20.40	21.12	21.32	21.31	22.06	22.27	22.07	22.85	23.06	23.18	23.99	24.22	23.65	24.47	24.71
108	21.41	22.15	22.37	22.17	22.95	23.17	23.03	23.83	24.06	24.18	25.03	25.27	24.66	25.53	25.77
109	22.19	22.97	23.19	23.25	24.06	24.29	24.18	25.03	25.27	25.38	26.27	26.52	25.88	26.80	27.05
111	24.08	24.93	25.16	25.05	25.92	26.18	26.00	26.91	27.17	27.30	28.26	28.53	27.85	28.82	29.10
112	25.15	26.03	26.29	26.17	27.10	27.35	27.15	28.10	28.38	28.52	29.52	29.81	29.10	30.11	30.41
114	26.22	27.14	27.40	27.28	28.23	28.51	28.31	29.29	29.58	29.74	30.78	31.07	30.33	31.39	31.70
124	26.61	27.54	27.80	27.67	28.64	28.92	28.70	29.70	29.99	30.13	31.18	31.48	30.72	31.80	32.10
115	27.39	28.34	28.63	28.50	29.51	29.78	29.58	30.60	30.91	31.05	32.14	32.45	31.68	32.79	33.10
116	28.74	29.75	30.04	29.92	30.97	31.27	31.04	32.12	32.44	32.62	33.75	34.08	33.27	34.42	34.76
126	29.13	30.15	30.44	30.31	31.37	31.67	31.43	32.53	32.84	33.01	34.16	34.49	33.66	34.84	35.17

**Effective 10/13/2017**

Level	Step A			Step B			Step C			Step D			Step E		
	Base	3.5% SD	4.5% SD												
102	15.65			16.60			17.11			17.63			17.98		
103	15.83			18.22			18.78			19.34			19.52		
104	16.57	17.15	17.32	19.15	19.82	20.01	19.74	20.44	20.62	20.73	21.45	21.66	21.14	21.89	22.09
155	19.27	19.94	20.14	20.06	20.76	20.97	20.73	21.45	21.66	21.76	22.52	22.74	22.19	22.96	23.19
106	20.06	20.76	20.97	20.80	21.52	21.74	21.50	22.26	22.47	22.58	23.37	23.59	23.03	23.84	24.07
107	20.86	21.59	21.80	21.79	22.55	22.77	22.56	23.36	23.58	23.70	24.53	24.76	24.18	25.02	25.27
108	21.89	22.65	22.87	22.67	23.46	23.69	23.55	24.36	24.61	24.73	25.59	25.84	25.22	26.11	26.35
109	22.69	23.49	23.71	23.77	24.60	24.84	24.73	25.59	25.84	25.95	26.86	27.12	26.47	27.40	27.66
111	24.62	25.49	25.73	25.61	26.50	26.77	26.58	27.52	27.78	27.92	28.90	29.17	28.48	29.47	29.76
112	25.72	26.62	26.88	26.76	27.71	27.96	27.76	28.73	29.01	29.17	30.18	30.48	29.75	30.79	31.09
114	26.81	27.75	28.01	27.89	28.86	29.15	28.94	29.95	30.25	30.41	31.47	31.77	31.01	32.10	32.41
124	27.21	28.16	28.43	28.29	29.28	29.57	29.34	30.37	30.67	30.81	31.88	32.19	31.41	32.51	32.83
115	28.01	28.98	29.27	29.14	30.17	30.45	30.24	31.29	31.60	31.75	32.86	33.18	32.39	33.53	33.85
116	29.39	30.42	30.71	30.59	31.67	31.97	31.74	32.85	33.17	33.35	34.51	34.85	34.02	35.20	35.55
126	29.79	30.83	31.13	30.99	32.08	32.39	32.14	33.26	33.58	33.75	34.93	35.27	34.42	35.62	35.96

**Effective 10/13/2018**

Level	Step A			Step B			Step C			Step D			Step E		
	Base	3.5% SD	4.5% SD												
102	16.00			16.98			17.49			18.03			18.39		
103	16.19			18.63			19.20			19.78			19.96		
104	16.94	17.54	17.71	19.58	20.26	20.46	20.18	20.90	21.09	21.20	21.94	22.15	21.61	22.38	22.59
155	19.70	20.38	20.59	20.52	21.23	21.44	21.20	21.94	22.15	22.25	23.02	23.25	22.69	23.48	23.71
106	20.52	21.23	21.44	21.27	22.01	22.23	21.98	22.76	22.97	23.08	23.90	24.12	23.55	24.37	24.61
107	21.33	22.08	22.29	22.28	23.06	23.29	23.07	23.88	24.11	24.23	25.08	25.32	24.72	25.58	25.83
108	22.38	23.16	23.39	23.18	23.99	24.22	24.08	24.91	25.16	25.28	26.17	26.42	25.78	26.69	26.94
109	23.20	24.02	24.25	24.30	25.15	25.40	25.28	26.17	26.42	26.54	27.47	27.73	27.06	28.02	28.28
111	25.18	26.06	26.31	26.19	27.10	27.37	27.18	28.14	28.41	28.54	29.55	29.83	29.12	30.13	30.43
112	26.30	27.22	27.48	27.36	28.33	28.59	28.39	29.38	29.67	29.82	30.86	31.17	30.42	31.48	31.79
114	27.41	28.38	28.64	28.52	29.51	29.80	29.60	30.62	30.93	31.09	32.18	32.49	31.71	32.82	33.14
124	27.82	28.79	29.07	28.93	29.94	30.23	30.00	31.06	31.36	31.50	32.60	32.92	32.12	33.24	33.57
115	28.64	29.63	29.93	29.80	30.85	31.14	30.92	32.00	32.31	32.46	33.60	33.92	33.12	34.28	34.61
116	30.05	31.10	31.40	31.28	32.38	32.69	32.45	33.59	33.91	34.10	35.28	35.64	34.78	35.99	36.35
126	30.46	31.53	31.83	31.69	32.80	33.12	32.86	34.01	34.34	34.51	35.72	36.06	35.19	36.42	36.77

**Effective  
10/13/2019**

Level	Step A			Step B			Step C			Step D			Step E		
	Base	3.5% SD	4.5% SD												
102	16.36			17.36			17.89			18.44			18.80		
103	16.55			19.05			19.63			20.22			20.41		
104	17.32	17.93	18.10	20.02	20.72	20.92	20.63	21.37	21.56	21.67	22.43	22.65	22.10	22.88	23.10
155	20.15	20.84	21.05	20.98	21.71	21.92	21.67	22.43	22.65	22.75	23.54	23.77	23.20	24.01	24.24
106	20.98	21.71	21.92	21.75	22.50	22.73	22.48	23.27	23.49	23.60	24.43	24.67	24.08	24.92	25.16
107	21.81	22.58	22.79	22.78	23.58	23.81	23.59	24.42	24.65	24.78	25.64	25.89	25.28	26.16	26.41
108	22.88	23.68	23.91	23.70	24.53	24.77	24.62	25.47	25.73	25.85	26.76	27.01	26.36	27.29	27.55
109	23.73	24.56	24.79	24.85	25.72	25.97	25.85	26.76	27.01	27.13	28.09	28.36	27.67	28.65	28.92
111	25.74	26.65	26.90	26.78	27.71	27.99	27.79	28.77	29.04	29.19	30.21	30.50	29.77	30.81	31.11
112	26.89	27.83	28.10	27.98	28.97	29.24	29.03	30.04	30.33	30.49	31.56	31.87	31.10	32.19	32.50
114	28.03	29.02	29.29	29.16	30.18	30.47	30.26	31.31	31.62	31.79	32.90	33.22	32.42	33.56	33.88
124	28.44	29.44	29.72	29.58	30.62	30.91	30.68	31.75	32.06	32.21	33.33	33.66	32.84	33.99	34.32
115	29.28	30.30	30.60	30.47	31.54	31.84	31.62	32.72	33.04	33.19	34.35	34.69	33.87	35.05	35.39
116	30.73	31.80	32.11	31.98	33.11	33.42	33.18	34.34	34.67	34.87	36.08	36.44	35.56	36.80	37.16
126	31.14	32.23	32.55	32.40	33.54	33.86	33.60	34.78	35.11	35.29	36.52	36.87	35.98	37.24	37.60

**Effective  
10/13/2020**

Level	Step A			Step B			Step C			Step D			Step E		
	Base	3.5% SD	4.5% SD												
102	16.73			17.75			18.29			18.85			19.23		
103	16.92			19.48			20.07			20.68			20.87		
104	17.71	18.34	18.51	20.47	21.19	21.40	21.10	21.85	22.05	22.16	22.94	23.16	22.60	23.40	23.62
155	20.60	21.31	21.53	21.45	22.20	22.41	22.16	22.94	23.16	23.26	24.07	24.31	23.72	24.55	24.79
106	21.45	22.20	22.41	22.24	23.01	23.24	22.99	23.80	24.02	24.13	24.98	25.22	24.62	25.48	25.73
107	22.30	23.09	23.30	23.30	24.11	24.35	24.12	24.97	25.21	25.33	26.22	26.47	25.85	26.75	27.01
108	23.40	24.21	24.45	24.23	25.08	25.33	25.17	26.05	26.30	26.43	27.36	27.62	26.96	27.91	28.17
109	24.26	25.11	25.35	25.41	26.30	26.55	26.43	27.36	27.62	27.74	28.72	28.99	28.29	29.29	29.57
111	26.32	27.25	27.51	27.38	28.33	28.61	28.42	29.42	29.70	29.84	30.89	31.19	30.44	31.50	31.81
112	27.49	28.46	28.73	28.61	29.62	29.89	29.68	30.72	31.02	31.18	32.27	32.58	31.80	32.92	33.24
114	28.66	29.67	29.95	29.82	30.86	31.16	30.94	32.02	32.34	32.50	33.64	33.97	33.15	34.32	34.65
124	29.08	30.10	30.39	30.25	31.30	31.61	31.37	32.47	32.78	32.93	34.08	34.41	33.58	34.76	35.09
115	29.94	30.98	31.29	31.16	32.25	32.56	32.33	33.45	33.78	33.94	35.13	35.47	34.63	35.84	36.19
116	31.42	32.52	32.83	32.70	33.85	34.18	33.93	35.12	35.46	35.65	36.89	37.26	36.36	37.63	38.00
126	31.85	32.96	33.28	33.13	34.29	34.62	34.36	35.56	35.90	36.08	37.34	37.70	36.79	38.08	38.45

Employees will be hired at Step A of the classification they are to hold. Employees shall be advanced to Step B upon completion of three (3) 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 seven (7) years at Step C in a position covered by this agreement or fifteen years Facilities Management seniority, whichever comes first.

Effective October 10, 2004, a new step will be added to the grid. Step "E" will be 1% higher than step D in the respective pay level on the grid. Employees will be advanced to this new step "E" upon completion of twenty years of Facilities Management seniority. Effective October 9, 2005, the value will increase an additional 1%.

Stationary Engineer Mechanic, Operator and Lead shall receive an additional 15% added to their respective base pay.

Employees who hold a Master's license as recognized and controlled by the State of Rhode Island will receive a premium of fifty (50) cents per hour, provided only that the employee holds a regular, full time position and also possesses an applicable, job related license as indicated below.

Category 1. If the employee holds a master electrician license and is employed on a regular, full time basis in the job classification of: electrician – electronics, electrician, electrician – lead/master, or high voltage technician, s/he is eligible for the premium pay.

Category 2. If the employee holds a master refrigeration license and is employed on a regular, full time basis in the job classification of: HVAC refrigeration mechanic, HVAC mechanic – lead/master, controls mechanic, or controls mechanic – lead, she is eligible for the premium pay.

Category 3. If the employee holds a master plumber license and is employed on a regular, full time basis in the job classification of: plumber – licensed, or plumber – lead/master, s/he is eligible for the premium pay.

Category 4. If the employee holds a master pipe fitter license and is employed on a regular, full time basis in the job classification

of: stationary engineer operator, steamfitter, steamfitter – lead/master, stationary engineer – lead, HVAC refrigeration mechanic, stationary engineer mechanic, or controls mechanic, s/he is eligible for the premium pay.

Each of the four categories above is mutually exclusive. For example, an employee who possesses a master license contained in category 1, and is employed in a job classification contained in category 2, will not be eligible for the premium pay.

Any employee who is receiving the master pay premium as of October 12, 1997, but who does not hold the job classification and applicable master license as indicated in categories 1-4 above, will continue to receive the premium while he remains in his current job classification. Under no circumstances will the University pay a duplicate master premium to any individual who holds more than one master's license.

An employee holding the classification "Lead" or "Lead/Master" will be paid an hourly rate (inclusive of shift differential and other differentials and premiums) which is five percent (5%) higher than the highest inclusive hourly rate paid an employee directly led.

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, except when that promotion takes place within a designated division, or job family with Facilities Management, in which case the employee will be placed in the same step in the new job as that permanently held immediately preceding promotion. Thereafter, an employee's progression through steps will be based upon continuous divisions/job family seniority. When the promotion is not with the division/job family, an employee's progression through the steps will be based upon continuous seniority within the new classification.

For purposes of this section, “job family” is meant to reflect a preponderance of transferable skills between the two positions.

A shift differential of 3.5% of base hourly rate per hour shall be paid to employees whose regularly scheduled shift begins on or after 3:00 p.m. and before commencement of the so-called “first (day) shift”, except that such shift differentials shall not be paid to Stationary Engineer Mechanics, Operators or Leads who work regularly scheduled rotating shifts. Employees who substitute for Stationary Engineers working the schedule will receive the (5%) rotating shift premium for hours they work in the heating plant performing the duties of the Stationary Engineer they are replacing. Heat Plant personnel will receive a (15%) premium added to the base rate of pay for work performed inside vessels after the access hatch, manhole, door or other means of entry has been opened and work has actually begun in said vessel. Vessels are defined as boilers (waterside and fireside) generators (steam), receivers, soot re-injection system (hoppers and uptakes), converters, bilges and treated water tanks. Supervisors and/or lead men will estimate the time that each such assignment should take and record the actual time spend working inside the vessel. Bargaining unit members assigned to the 11:00 p.m. to 7:00 a.m., 11:30 p.m. to 7:30 a.m., or midnight to 8:00 a.m. shifts shall receive a 4.5% shift differential. Bargaining unit members assigned to one or more weekend days as part of their regularly scheduled shift will receive a 3.5% shift differential. This differential will not be applied to employees already receiving another shift differential for working the AM, 2nd or overnight shifts, and Stationary Engineer Operators and Stationary Engineer Mechanics.”

Shift premium and rotating shift premium will be considered as included in an employee’s base pay for the purpose of calculating vacation pay.

Bargaining unit staff assigned to work in buildings that house animal care facilities will abide by the requirements detailed in the Brown University Animal Care Facility Program (Program) document (attached hereto as exhibit 1). Employees in said assignments will be designated by management as follows:

- Custodian
- Trades
- Trades with Rabies vaccination

Employees currently designated by management as being in the program will have the option to remain in the program and assume all the rights and responsibilities therein. Prior to the implementation of the Program an employee that chooses to opt out of it will be replaced by another employee from within their division/key station, on the same shift and in the same job classification on a volunteer basis. If more than one employee is interested in the assignment the University will recognize the seniority principle and will give preference to employees having the longest service within the bargaining unit when determining who will fill the Program vacancy.

Bargaining unit staff that are in the program will receive annual lump sum payments based as follows:

- Custodian - \$650.00
- Trades with Rabies vaccination - \$650.00
- Trades - \$325.00

For a bargaining unit member who voluntary leaves the program, management will calculate the percent time the employee was in the Program for the calendar year beginning when s/he received the most recent lump sum payment, apply that percentage to the lump sum amount received, and use payroll deductions to retrieve funds for the time the employee was not in the program. If the University decides to add an employee to the program they will do so according to the provisions in paragraph 2 and employees entering the Program mid-year will be given a prorated lump sum amount that reflects the percent time they will work in the program during a calendar year.

Any changes in the Program that result in the addition or subtraction of a significant medical procedure requirement will result in labor-management discussions to consider compensation adjustments. Management will determine the number and classification of employees in the Program. This agreement will not limit management's rights to subcontract as stated in article XVI of this agreement.

## **Article XXI**

### **Hours of Work and Overtime**

The normal hours of work for employees covered by this Agreement shall be (40) hours per week, eight (8) 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 eight (8) hours per day or forty (40) 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 normal work week shall be Monday through Friday, inclusive; provided that the employees in the following classifications, which require continuous operations, may be regularly scheduled on a shift basis which allows for five continuous days of work with overtime paid to the employees in such classifications for work performed by such employees in excess of eight hours per regularly scheduled work day or in excess of forty hours with any seven day consecutive period: HVAC Mechanic – Lead/Master, HVAC Refrigeration Mechanic, Stationary Engineer, Stationary Engineer – Lead, Stationary Engineer – Mechanic, Controls Mechanic, including Apprentices to these classifications and Custodian II – Dining Services and Service Response Coordinator. Provided the present five-man rotating shift schedule in the Heat Plant remains in effect, the obligation to pay overtime shall not apply to regularly scheduled work days which are in excess of forty hours within any seven day consecutive period.

An employee who works more than twelve (12) continuous hours shall receive double time for hours worked in excess of twelve (12) hours. Overtime will be equalized in so far as practicable between employees fully qualified to perform the work within their respective Division, by shift, provided however that the obligation to equalize overtime shall not apply in cases involving security requirements or continuation of work begun during the regular shift. Where no employee is available to fill a scheduled overtime assignment or an emergency assignment occurring before the end of the regular shift (as distinguished from overtime on recall), the assignment will be filled by the next person in rotation (low hour man). No individual employee can refuse the assignment except for overriding personal considerations. Employees who refuse overtime or those who accept and fail to report for overtime shall be charged for the assignment refused or missed. 48 hours notice shall be given of overtime opportunity, except in emergencies beyond the control of the University. For the purposes of this section, it is understood that the regular straight time hourly rate of pay for

the purpose of computing overtime or shift differential shall never itself be increased by including in it any overtime, shift differential, vacation pay, or any other premium pay, whether provided for in this Agreement or otherwise, or by adding any such pay to the regular rate of pay. There shall be no pyramiding or duplication of overtime, shift differential, vacation, or any other premium pay. Hours paid at overtime rates on one basis shall not be paid, or used to calculate, an additional overtime pay on another basis. Details of the implementation of the overtime program can be found later in this document under the heading “MEMORANDUM OF AGREEMENT 4.”

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**

### **Division 4 Shift Preference Transfers**

In consideration of the quad-shift operation in Division 4 exclusively a bidding employee who permanently holds the same classification as that being filled may be given credit for the position on a different shift because of the experience gained in the class, provided such credit is consistent with other terms of the Agreement. When Facilities Management administration determines that a vacancy exists in Division 4, Custodial, the vacancy will be posted within the Division for 3 full business days. Said posting will include the Key Station in which the vacancy exists and (if known) the building assignment (although transferring into the position is not a guarantee of that building assignment). All interested applicants may apply. An applicant’s relevant experience, ability, excessive absenteeism as defined in Article XXVII, and discipline will be considered and, when equal, the candidate with the longest bargaining unit seniority will be offered the position. An employee who plans to be on vacation may file a pre-notice of interest and, if available for interview, will be considered for any openings which may occur in the employee’s vacation absence.

In the event a candidate is not found through the above procedure, the University reserves the right to post a vacancy under regular procedures. Nothing herein shall modify any other terms or conditions of the Agreement.

### **Article XXIII Temporary Vacancies**

Temporary vacancies within a division which the University intends to fill will first be offered as a promotional opportunity to qualified employees within the respective division. Eligible employees will be notified of such vacancies and shall indicate within two (2) working days that they wish to be considered for the position. If there is more than one qualified candidate, the position will be filled on the basis of seniority. If the University deems it necessary to fill any vacancy created by the application of this provision, the University has the right to fill the vacancy from outside the bargaining unit. If no employee is selected from within the division, temporary vacancies expected to last more than 60 days will be offered as a promotional opportunity to qualified employees within Facilities Management in the same manner as within the division. There is no intent to change existing practice for temporary jobs under 60 days or summer postings.

When a temporary assignment lasts more than thirty (30) consecutive days, an employee who takes time off for vacation, sick, bereavement, or holiday, will have his/her benefits paid at the rate of pay of the temporary assignment, beginning on the thirty-first (31) day.

When necessary the University will consider temporarily upgrading a Custodian II to Head Building Custodian for those whom the University designates as temporary Head Building Custodian and assign such work. It remains management's discretion whether to have someone serve in this role.

### **Article XXIV Holidays**

The following days, or the day following each of them falling on a Sunday, shall be recognized as holidays, whether or not a regularly scheduled work day, all eleven of which shall be with pay at straight time.

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day Before Christmas (#2)
Victory Day (#1)	Christmas Day
Labor Day	

(#1). The University agrees to meet with the Union and determine a substitute holiday, if the State of Rhode Island discontinues observance of Victory Day.

(#2). When the day before Christmas falls on Saturday, it will be observed on the preceding Friday.

Any employee required to work on one of said holidays, whether or not it is a scheduled work day for such employee, shall receive in addition to his or her holiday's pay, payment at time and one-half for the hours actually worked on such holiday. Any employee required to work on a shift which commences after 3:00 p.m. on New Year's Eve shall receive payment at time and one-half for all the hours actually worked during that shift.

In order to be eligible for holiday pay, a regular employee must have worked his or her regularly scheduled shift immediately prior to and immediately following the holiday, unless (a) on approved sick leave; (b) by prior arrangement with the employee's supervisor or (c) on scheduled vacation. When a two or more day holiday situation occurs, if an employee is absent the day before or the day after he/she loses one holiday, if an employee is absent on the day before and day after, the employee loses all holidays in between.

Except for employees in Division 7, employees who work a non-standard work week will in a week a holiday falls have their work week reduced by one day as agreed to between the employee and supervisor. If the employee is later scheduled to work on said day, he/she will be paid time and one-half for hours worked.

## **Article XXV Overtime on Recall**

Any employee recalled to the University to do overtime work (as distinguished from overtime work not involving leaving the University without being recalled and/or scheduled early starts) shall, if recalled before midnight and if required to work less than four (4) hours, be paid for four (4) hours of overtime, and if recalled on Saturday, Sunday or a holiday or after midnight and before seven o'clock and if required to work less than four (4) hours, shall be paid four (4) hours of overtime. Employees will cooperate with the University in accepting overtime work on recall. The University will not discipline employees for refusing overtime assignments on recall.

## **Article XXVI 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 lunch period for all employees shall be one-half 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.

All four shifts in Division 4 will be eight (8) continuous hours. Employees on these shifts will be entitled to one twenty and one fifteen minute portal-to-portal rest period during their regularly scheduled shift, as determined by the Division Manager.

## **Article XXVII**

### **Sick Leave with Pay**

All regular employees covered as of the date of this agreement, shall be entitled to eight (8) sick days with pay at their straight time rate during each subsequent benefit year (July 1 – June 30). All regular employees newly hired will earn, during the first benefit year in which they are employed, one (1) sick day with pay for each 1.5 months of service commencing with the end of their probationary period but retroactive to their date of hire. By prior arrangement between an employee and his/her supervisor, an employee may be excused from work and have the absence charged against the basic eight (8) sick days. Any employee who has not used the sick days to which he or she is entitled by the end of the contract year will be paid for such unused days at his or her regular straight time rate in effect as of the end of the benefit year. An employee who uses four or fewer sick days in a benefit year will have all unused days carries forward (banked) or paid off at the rate of one and one-half.

Absenteeism will be considered excessive, except in cases of major surgery and illness, when it exceeds a total of eight (8) days in a fiscal year (July 1 – June 30).

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

Employees have an option to have unused sick leave days “banked” in the following way. An employee under this option may have such unused sick days accumulated to be drawn upon at a later date if such employee becomes sick. In order to draw upon such accumulated sick leave the employee or the employee’s family member must actually be sick and the employee must have exhausted sick leave pay to which s/he was otherwise entitled to under the contract. The University shall have the right to have an employee examined by its own physician. Upon termination of employment such accumulated banked sick leave shall be paid in full to the employee. Payment under this option will be at the employee’s rate in effect at the time of payment. All existing employees desiring to elect the “banking” option may do so within 30 days prior to each July 1. All existing employees not electing the above option within said 30 days will be deemed to have chosen to receive unused sick pay in accordance with

the contract. New employees will have the same right to make a choice or waive such choice within 30 days of their employment.

A regular employee who qualifies for, and receives, Worker's Compensation or Temporary Disability Insurance payments from the State of Rhode Island shall receive, after the applicable waiting period, supplemental sick leave pay equal to the difference between his or her gross pay for a normal work week and his or her weekly W.C. or T.D.I. payments. The supplemental benefit under this provision will be for a maximum of up to ten (10) 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 ten (10) 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 employee worked full time during the period used to determine the basic T.D.I. or W.C. benefit, except that absence due to illness or injury shall not, as such, reduce the supplemental benefit.

Whenever an employee become disabled by reasons of illness or injury compensable under the Worker's Compensation or Temporary Disability Insurance (Rhode Island) 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. If such employee later becomes entitled to the above mentioned statutory benefit for such first week the University shall have the right to deduct an amount equal to such benefits from his/her wages or from supplemental payments. (See Memorandum of Agreement dated June 19, 2000 attached hereto)

In order to be granted sick leave the employee or a designee must notify the employee's department head or supervisor prior to the employee's reporting time for work, except in cases of proven inability to furnish such notice. In any case, the University shall have the right, at any time and from time to time, to require an employee to submit to an examination by a physician designated by the University, both as to the question of the

existence of and duration of any sickness or illness causing absence from work.

The Union agrees to cooperate with the University to prevent abuses of sick leave. Abuse by an employee of sick leave shall be grounds for disciplinary action or discharge. In view of this provision for paid sick leave, other employees shall assist in covering, at straight time rates of pay, the duties performed by the employees on sick leave.

Employees who are unable to work due to illness or injury must use a full day of paid sick leave for each full day of absence. This provision does not apply to employees who are eligible for and receiving supplemental pay. Notwithstanding the foregoing, employees who are on TDI or JRI and who have exhausted their supplement will not be required to use a full day of paid sick leave for each full day of absence, however, any sick days not used pursuant to such an election will not be paid off at time and one half pursuant to the first paragraph of this Article, rather, straight time will be paid.

During the first six (6) months of continuing absence due to illness or injury and employee will continue to accrue sick pay entitlement. Sick leave with pay will be credited as time worked for calculating overtime.

## **Article XXVIII**

### **Vacations and Personal Time**

Regular employees shall receive a vacation with pay, each year, of the length shown on the table below. Vacation pay shall be upon the basis of a normal work week and at the rate per hour in effect during the period of his or her vacation. Employees shall be given a choice of vacation time and duration on the basis of seniority standing, provided such choices shall be indicated no later than April 1 of each year and shall be consistent with work requirements. All employees shall have appropriate advance notice of when their vacations may be taken.

Employees may take vacations for periods of less than five (5) days provided appropriate advance notice has been given and the vacation is consistent with work requirements. All vacations shall be scheduled by the employee's immediate supervisor.

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

**Vacation Table**

Length of Service	No. of Days
1 year	10 days
2 years but less than 5 years	15 days
5 years and over	22 days

**Vacation Bonus**

Employees reaching their 25th anniversary with the University shall receive a one time bonus of ten (10) vacation days.

During the first year of employment, following probation, an employee will earn one (1) day vacation per month up to a maximum of five (5) days, and the vacation must be used before the employee's first anniversary.

Employees with less than five (5) years service may accrue unused vacation up to a maximum entitlement at any one time (current + accrued) not to exceed twenty (20) days. Employees with five (5) or more years of service are not limited with regard to the amount of accrued vacation.

When issuance of pay would normally occur during an employee's vacation period, the employee shall receive his/her pay prior to taking vacation provided the employee's supervisor is given ten working days notice prior to the last day work.

Any regular employee leaving the employment of the University shall receive at the time of such leaving, in addition to all other sums due him or her, a payment at his or her regular rate with respect to each day of accumulated vacation rights credited as of the preceding anniversary date and not yet used plus a pro-rata payment assumed to have been earned for the current benefit year, determined by the above schedule except if such employee is discharged for misconduct or other violation of University regulations.

In the event any of the holidays listed in this Agreement occurs on a day during the vacation of an employee, which would, except for said vacation, be a regularly scheduled work day or said employee, such employee shall be entitled to one additional day's vacation with pay for each such holiday occurring during his or her vacation.

In the case of any employee whose period of employment by the University was interrupted by service with the Armed Forces of the United States, the period of such employee's service with the Armed Forces of the United States shall be deemed to be employment by the University for the purpose of determining vacation benefits, subject to the provisions of this Agreement.

Regular part-time employees shall be entitled to the above benefits on a pro-rata basis.

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

One personal day with pay will be provided to each bargaining unit member on January 1, 2017, and two personal days with pay will be provided to each bargaining unit member each benefit year (July 1st to June 30th) starting July 1, 2017. Requests for the personal day must be made in a timely manner. The personal day cannot be carried over from year to year. New hires into the bargaining unit will receive personal time with pay upon successfully completing their probationary period. The amount of personal time granted will be prorated from the full benefit of two days to coincide with the amount the time remaining in the benefit year from the date of the employee's hire.

## **Article XXIX**

### **Truck Driver Helper**

Employees holding the classification of Truck Driver Helper will be utilized to assist Truck Drivers whenever needed and practicable. Truck Driver Helpers will not be utilized as replacements or fill-in personnel to perform custodial duties in buildings when a labor pool or other temporary employee is available to perform the custodial duties.

**Article XXX**  
**Moving Furniture, Snow Shoveling**

Custodians shall not be required to shovel snow or move furniture for more than four (4) hours during their scheduled shift. The University agrees to provide for any custodian, who is required to remove snow during the winter, and who requests the same, such of the following articles of rubber storm gear as such custodian shall request namely: hat, coat, pants, gloves and boots. All storm gear so furnished any custodian shall be used and kept by the custodian in the custodian room and not elsewhere, and shall be returned to the University on or before the first of April following issue as directed. A good faith effort will be made to not work custodians in buildings at temperatures below 50 degrees and to gang clean and provide hot water if applicable.

**Article XXXI**  
**Transfer of Custodians**

Custodians will not be transferred from their existing buildings during the school year for capricious reasons.

In the event a vacancy occurs in a particular building on a particular shift, the supervisor will give serious consideration to requests to transfer to that building.

**Article XXXII**  
**Uniforms**

Uniforms are deemed necessary for security identification and University community relations. Employees who are provided a uniform by the University shall be required to wear same while at work as a condition of employment.

The University agrees to apply up to one hundred dollars toward defraying the cost of purchasing safety shoes for employees in Facilities Management who are required to wear them. An employee will be entitled to one such payment in any twelve month period. Toe caps will be provided for custodians when requested.

### **Article XXXIII**

#### **Hand Tools**

The University agrees to replace hand tools which have been broken or stolen on the job. Common hand tools will be stocked in the tool crib section of the Material Control Room. Stolen tools will only be replaced if a complaint has been filed with the University Department of Public Safety and the police determine there was no contributory negligence on the part of the employee.

### **Article XXXIV**

#### **Labor-Management Committee**

A Labor-Management Committee shall be established wherein employees covered by this contract and representatives of Brown University shall normally meet once each month to discuss current job-related problems. The Committee's meetings will be held at a place designated by the University at a mutually convenient time.

The Union's committee shall be made up of up to eight (8) members 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.

### **Article XXXV**

#### **Supervisors Working**

The following provisions shall apply to all Divisions existing on the date of this Agreement, except Division 7 (Heat Plant) and Division 11, Service Response: Supervisors shall not perform bargaining unit work except for instruction, inspection of work performed or emergencies beyond the control of both parties to the Agreement.

The Materials Control operation may be operated by a supervisor or his/her designee on the second and third shifts and on weekends at the sole discretion of the Facilities Management administration.

## **Article XXXVI Employee Education Program**

A regular employee covered by this Agreement may participate in the University's revised employee education program effective June 1, 2001.

The Maximum number of courses to be reimbursed each year is one hundred and thirty-five (135) courses per year. The University intends to more liberally apply the Employee Education Program provisions of this agreement.

## **Article XXXVII Pay Corrections**

Provided at least eight hours pay is missing, inaccurate paychecks will be corrected within one business day of notification or error.

## **Article XXXVIII Assignment of Work**

Management reserves the right to determine assignment of work on the following priority basis:

- i. daily service orders
- ii. cycle maintenance
- iii. project work.

When practicable, employees will be assigned project work.

## **Article XXXIX Entire Agreement Clause**

The parties mutually agree that each party has, through the process of collective bargaining, included in this Agreement, including appendixes attached hereto any and all memorandum of understanding, grievance and/or arbitration settlements and other similar resolutions having the effect of modifying, amending or otherwise changing the language or intent of the prior agreement between the parties and therefore this Agreement between the parties concludes negotiations and resolves all issues between the parties and further is the entire Agreement between the parties. Any addition,

deletion or modification of those terms shall be by mutual agreement and shall be reduced to writing, signed by both parties and made a part hereof for the term of this Agreement.

## **Article XL**

### **Effective Date and Duration of Agreement**

This Agreement shall become effective as of October 13, 2016 and shall continue in effect until midnight, October 12, 2021 and from year to year thereafter, unless no less than sixty (60) days prior to October 12, 2021 or to any October 12<sup>th</sup> thereafter either party gives notice to the other in writing of its desire to terminate or amend this Agreement. If notice to terminate or amend is given by either party as aforesaid, this Agreement shall terminate as of October 12<sup>th</sup> of the year in which said notice is given, unless an agreement is reached between the parties on proposed amendments before that date or unless this Agreement is extended beyond that date by mutual agreement between the parties.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto and to five counterparts set their hands and seals, each by its officers thereunto duly authorized, this 2nd day of August, 2017.

In presence of:

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

Committee for the University:

Committee for the Union:

Committee for the University:

*Stephen W. King*  
*John D. ...*  
*John W. Wilcox*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee for the Union:

*Karen McQuinn*  
*David Maloney*  
*Antonio Alues*  
*Victor Angell*  
*John Sack*  
*John ...*  
*David ...*  
*Joseph M. ...*  
*Vincent ...*  
*Benezer Sowah*  
*George Bell*  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix

### Understandings and Agreements not to be included in the Contract

- The health plans offered to bargaining unit members shall have the same benefit design as the current faculty/staff health insurance plans (\$6 - \$30 – \$45 pharmacy and \$75 emergency room co-pays).
- Equipment mechanic's overtime will be considered in division 4.
- The parties agree to continue the practice of granting emergency vacation time in instances where a verifiable emergency exists.
- Employees may continue to participate in the annual "Staff Development Day" in accordance with the standards set forth by the University.
- The parties will discuss transfers from one division to another at regular labor/management meetings.
- Position vacancies will be an agenda item at regular labor/management meetings.

### Side Letters of Agreement

#### A. Dining Services - Custodians

The University agrees that it shall not utilize employees on the 11 p.m. to 7a.m. Dining Services shift to circumvent or eliminate overtime that it posts pursuant to the current practice. Said employees shall be primarily responsible for providing custodial services to the University's Dining Facilities. However, the Department reserves the right to deploy individuals assigned to the 11:00 p.m. to 7:00 a.m. shift to respond to emergencies, that is, situations that pose a safety hazard or, without immediate attention will likely result in property damage.

B. 11:00 p.m. to 7:00 a.m. shift

The parties agree to expand the custodial services in the University's classrooms and laboratories by adding an 11:00p.m. to 7:00a.m. shift. The shift shall be implemented in the following manner and consistent with the following terms:

1. The shift shall commence on Sunday at 11:00 p.m. and end on Friday at 7:00 a.m. of each week;
2. Immediately following the execution of the parties' successor agreement, the Department shall offer the incumbents of the assignments listed in Exhibit A (this document lists buildings and number of assignments that the department presently intends to convert to the 11:00 p.m. to 7:00 a.m. shift) the first opportunity to move to the 11:00p.m. to 7:00 a.m. shift in their current assignments;
3. The Department shall then offer the remaining 11:00 p.m. to 7:00 a.m. slots to all individuals currently assigned to the 4:00 a.m. to 12:00 p.m. shift that hold assignments not listed in Exhibit A. Any such individual will be able to bump a less senior incumbent from an assignment listed in Exhibit A position on the 4:00 a.m. shift. The bumped employee, if he/she chooses, may remain on the 4:00 a.m. to 12:00 p.m. shift. The assignment that was held by the bumping employee on the 4 a.m. shift shall be offered to those who remain on the 4 a.m. shift based on seniority;
4. Thereafter, at the Department's sole discretion, if an employee leaves, for any reason, an assignment listed in Exhibit A, the position will be posted as an 11:00 p.m. to 7:00 a.m. vacancy;
5. If an employee on the 4:00 a.m. to 12:00 p.m. shift in an assignment/slot not listed in Exhibit A vacates his/her position, the Department shall post an 11:00 p.m. to 7:00 a.m. at an assignment listed in Exhibit A. The incumbent of the Exhibit A assignment will be given the option of remaining in his/her assignment on the 11:00 p.m. to 7:00 a.m. shift or being reassigned to the original 4:00 a.m. to 12:00 p.m. shift;

6. This provision shall not be construed as a minimum staffing provision. The University, consistent with its management rights, reserves the sole and ultimate discretion to set staffing levels.

C. Merit Pool Grievance

The USAW – RI agrees to withdraw its grievance dated July 7, 2006 (Merit Pool Increases) with prejudice as it relates to the Facilities Management bargaining unit.

D. Bargaining Unit Positions

The Department shall utilize bargaining unit members to provide custodial services at 10 Park Lane. The parties shall form a labor management committee to discuss work at new Brown buildings.

E. Inclement Weather

The University agrees to implement the following policy relative to inclement weather comp time during non-administrative work hours:

If the Vice President of Facilities Management determines that the University would have been closed during non-administrative hours (e.g., on weekends and non-administrative hours during the normal workweek), bargaining unit members who work when the University would have been closed shall earn twice the pay normally received when working under normal conditions.

F. Uniforms

Effective February 2007, the Department shall institute a uniform leasing/cleaning service. The parties shall discuss the terms of its implementation at their labor management committee meetings.

Side Letters of Agreement 2011

- The University agrees that it will not hold off making middle of the night calls for priority cleanups (such as vomit or blood spills) to save this work for the weekend cleanup shift. This does not mean these shifts

might not have such cleanup duty – as in unreported or late reported situations.

- The Union has made a good faith representation that bargaining unit members will chip in during extreme emergencies by working out of classification if assigned to do so.
- The inclement weather assessment outlined in the side letters of agreement will be conducted by Facilities Management, Dining Services, and the Department of Public Safety before the end of the payroll week if practicable. Assessments are made on a case by case basis. The cancellation of all University events will be taken into consideration when making this assessment, although it will not necessarily be dispositive.
- The University agrees with the principle that, in general, Facilities Management will maintain buildings that are entirely dedicated to University use. The University will make these assessments, however, on a case by case basis. Factors including, but are not limited to, location, relation to the overall portfolio, size, type of operation, type of building, future use, etc., all come into play.
- Non-day shift employees may park in University lots at 4 pm rather than 5 pm during Summer Hours as designated by the University, but they must display the appropriate parking tag.
- The University and Union agree to meet and consider in good faith, position upgrades that are recommended by either party during the term of this Agreement.

October 6, 1994

Ms. Karen McAninch  
Business Agent  
SEIU, Local 134  
90-92 Printery Street  
Providence, RI 02904

Dear Ms. McAninch,

The University will not agree to add language to the Food Services Unit and Plant Operations Unit Contract regarding wage and benefits paid to Brown's Miscellaneous Payroll Employees.

As a courtesy, I will inform you it is the University policy that employees on Brown's Miscellaneous Payroll who are continuously employed for more than one-hundred and eighty days are entitled to regular employee benefits.

Respectfully,

Howard Boland  
Director, Labor Relations

## Memorandum of Agreement

The parties mutually agree that during the term of the present Contract, all hours worked on actual holidays will be paid at the rate of time and one half to Central Heat Plant staff working on the rotating shift. Staff on the rotating shift will receive straight time rates for hours worked on the observed holiday.

Agreed to on this 24<sup>th</sup> day of November, 1999.

For the University:

*James D. Coen*

For the Union:

*Karen McAninch*

**BROWN UNIVERSITY**  
Brown University Memorandum

TO: Karen McAninch, Business Agent  
SEIU, Local 134

FROM: Steven Rotondo  
Labor Relations Representative

RE: SETTLEMENT AGREEMENT – AAA Case No. 11300-  
00669-96.

DATE: December 9, 1996

The University agrees that employees or their respective stewards 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.

Arbitration 11300-00669-96 is hereby withdrawn without prejudice.

*Karen McAninch*  
Business Agent  
SEIU, Local 134

*Steven Rotondo*  
Labor Relations Representative

Brown University Memorandum

TO: Karen McAninch, Business Agent  
SEIU, Local 134

FROM: Steven Rotondo  
Director of Labor Relations

DATE: June 19, 2000

RE: Settlement Agreement-Arbitration No. 11300-0016-99,  
Temporary Disability Insurance  
Supplemental Pay-Facilities Management.

The Service Employees International Union, Local 134, and Brown University agree that the above referenced grievance and arbitration are resolved and withdrawn on the following basis.

1. Where Brown University is the employee's only or successor employer, the term 'TDI payments' as it appears on page 71 of the Agreement shall mean an amount equal to the full check the employee receives from the Rhode Island Division of Temporary Disability Insurance (RITDI).
2. When the Benefit Computation Statement indicated concurrent employment (as distinct from successive employment) the term 'TDI payments' as it appears on page 71 of the Agreement shall mean the amount the employee would have received if Brown had been the only employer listed on the Benefit Computation Statement prepared by the RITDI.
3. The University is entitled to the information necessary to verify its obligations. The employee must submit the Benefit Computation Statement prepared by RITDI. The Benefit Computation Statement would be necessary to distinguish other employment as referred to above, and is needed for the University to discern the entitlement that the state will provide to the employee. Supplemental payments will only be made upon receipt of necessary documents or information.
4. The University will make supplemental payments based on the following schedule.
  - a. The "first 40" and two weeks of supplement based on

Brown's estimate of its obligations will be paid following the employee's notification to the University that s/he has an illness or injury for which s/he has or will apply for TDI benefits.

- b. Up to eight (8) weeks of additional supplements will be made (with an adjustment to correct for the estimate referred to in 'a' above) upon receipt of the Benefits Computation Statement. In lieu of weekly TDI check attachment memoranda the University will use the Benefits Computation Statement to provide the appropriate supplement to the employee.
- c. Once the TDI supplement period has ended it is the employee's responsibility to confirm the specific weekly amounts that s/he received from TDI by providing either:
  - i. a Payment History document from RITDI;
  - ii. bank statements that confirm deposits directly from the state of RI for the purposes of TDI;
  - iii. a printout from the Electronic Payment Card account showing all the TDI deposits.

Note: Any amounts paid by Brown contingent upon subsequent receipt of supporting documentation will become repayable to Brown if said documentation is not submitted within twenty weeks of the first day of absence, or a time frame which is otherwise reasonable.

5. The 'gross pay for normal work week' as stated in the Contract shall be calculated according to the rate of pay in effect during the applicable week.
6. For all future requests for "first 40" and supplemental TDI payments, the University will not be obligated to provide back payments to employees who do not provide the information as indicated in items 3 and 4 above. However, if the information is provided within twenty weeks of the first day of absence, or a time frame which is otherwise reasonable to the circumstances, the University will reimburse the employee.
7. This agreement shall be effective for payments due for weeks ending after September 1, 1998.

Karen McAninch  
For the Union

Steven M. Rotondo  
For the University

6/29/00  
Date

06/29/00  
Date

c: B. Bowen  
J. Coen  
V. Johnson  
J. Noonan  
P. Vetere  
J. Wilson  
D. Woodward  
File

Memorandums of Agreement to include in the CBA 2011:

MOA1

January 5, 2011

The University and the United Service and Allied Workers – RI (“Union”) hereby agree to the following terms:

1. On or before June 1, 2011 all licensed Plumbers, including the Plumber-Leads, must be certified as testers for backflow preventers. New employees hired into licensed Plumber or Plumber-Lead positions must be certified as testers for backflow preventers within six months of completing their probationary period.
2. To assist with certifications/re-certifications the Department will be responsible for tracking and assigning backflow preventer testing work in an even, consistent manner in order to allow each employee to fulfill their respective minimum certification and re-certification work requirements. Employees who make good faith efforts to fulfill the recertification requirements through performing the minimum number of required backflow preventer tests but who are unable to do so will be given the opportunity to recertify through classroom training and testing.
3. The University will pay for all costs associated with licensed Plumbers’/Plumber-Leads’ certifications and re-certifications as testers for backflow preventers.
4. The job descriptions for the Plumber, Licensed/Backflow Preventer Certified and the Plumber–Lead, Backflow Preventer Certified will take effect effective upon the execution of this agreement. The revised job descriptions are attached hereto as Exhibit 1. The level for the Plumber, Licensed/Backflow Preventer Certified and the Plumber–Lead, Backflow Preventer Certified will be 124 and 126 respectively; the University will create these two additional levels, the salaries for which are detailed in the salary rate sheet attached hereto as Exhibit 2.
5. Commencing on January 9, 2011 all employees classified as Plumber, Licensed who are certified to perform backflow preventer testing will move into Plumber, Licensed/Backflow Preventer Certified positions, and Plumber, Leads who are certified to perform backflow preventer testing will move into Plumber–Lead, Backflow Preventer Certified positions. If at any time an employee is not certified to perform backflow

preventer testing s/he will immediately move into a Plumber, Licensed position. The practice of offering a minimum number of backflow preventer testing assignments on an overtime basis shall be eliminated.

6. Nothing herein shall be construed to limit the University's right to subcontract backflow preventer work pursuant to Article XVI of the parties' collective bargaining agreement.
7. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union.
8. This Agreement shall not be introduced into any other forum for any reason at any time except for the enforcement of its terms.

## MOA2

1. Except to respond to emergencies, that is, situations that pose a safety hazard or, without immediate attention, will likely result in property damage, individuals who voluntarily accept scheduled overtime assignments, or voluntarily accept an overtime assignment to provide custodial services at University events (e.g., basketball games and office parties) shall not be required to perform duties that are not related to the assignment.
2. The Union agrees to withdraw the grievance it filed on December 4, 2006 (Evergreen Overtime) with prejudice;

## MOA3

July 9, 2008

The University and the United Service and Allied Workers – RI ("Union") hereby agree to the following terms:

1. Upon the execution of this Agreement, the language in item 14 ("University Vehicles") in the "Guidelines for Union Personnel" will be changed to:

### 14. University Vehicles

University-owned vehicles must be operated in a manner consistent with all Federal, State, Local and University regulations. Employees must always have a valid driver's license with them when operating a vehicle. All employees that operate a University-owned or leased vehicles more than five times per year must successfully complete

the Insurance Office-sponsored defensive driver training program. If, in the course of an employee's duties, legal parking is not available near a building in which he/she must provide service, he/she must park in the nearest Brown University owned parking lot as designated (in blue and orange) on the Facilities Management parking map. Employees should park in a designated Brown parking lot even if requires unloading passengers, supplies, and/or equipment at the job site prior to parking in the lot. When a spot in a nearby University parking area is unavailable, or when unloading equipment and/or supplies is unreasonable, employees may park in safe areas as designated (in red) on the Facilities Management parking map. Employees are responsible for reporting all moving violations and parking tickets received while using University-owned or leased vehicles. Employees are responsible for paying all moving violations received while using University-owned vehicles. Employees are responsible for paying all parking fines except in the following instances:

- the violation notice was issued by the Brown University Department of Public Safety while the vehicle was parked in a legitimate parking spot in a designated Brown University parking lot;
  - the violation was issued while the vehicle was parked in a spot designated as safe on the Facilities Management parking map; and
  - the violation was issued during the period of time while the driver was responding to an emergency and reported this to her/his supervisor. An emergency is defined as a situation that poses a safety hazard or, without immediate attention, will likely result in significant property damage.
2. The "Facilities Management Parking Map" referenced above will be placed in all University vehicles and be available by request to one's Supervisor.
  3. The Union agrees to withdraw the general policy grievance regarding the University vehicles parking provision (dated August 15, 2007) with prejudice.
  4. Subject to its notice and bargaining obligations under the law, if any, the University reserves its right to amend Item 14 of the Guidelines and/or the Facilities Management Parking Map.
  5. This Agreement shall not constitute prejudice or precedent for any

other matters, pending or future, between the University and the Union.

6. This Agreement shall not be introduced into any other forum for any reason at any time except for the enforcement of its terms.

Memorandums of Agreement to include in the CBA 2016:

## **MEMORANDUM OF AGREEMENT 1**

The University and the United Service and Allied Workers – RI (“Union”) hereby agree to the following terms:

1. Both Watch and Non-Watch Stationary Engineer Operators assigned to the Central Heat Plant will follow a 12-hr. shift rotating schedule during the heating season. The first shift will run each day from 6:00 AM to 6:00 PM. Paid breaks on the first shift are 8:45 AM – 9:00 AM, noon – 12:30 PM and 3:15 – 3:30 PM. Paid breaks on the second shift are 8:45 PM – 9:00 PM, midnight – 12:30 AM and 3:15 AM – 3:30 AM. Stationary Engineer Mechanics assigned to the Central Heat Plant will follow an 8-hr. scheduled shift during the heating season. Two Stationary Engineer Mechanics will be assigned to the first shift 7:30 AM – 4:00 PM. One Auxiliary Stationary Engineer Operator will be assigned to a 12-hour shift, 7:30AM – 7:30PM, that will be similar to the Watch and Non-Watch Stationary Engineers in that there will be three days on duty one week and four days on duty the next. The days to be worked will be scheduled each week on consecutive days between Monday and Friday, inclusive, but will not always begin on the same day. Paid breaks on this shift will occur 10:45AM – 11:00AM, 2:00PM – 2:30PM, 5:45pm – 6:00PM. This position will be eligible for the 15% premium as detailed in Article XX of the CBA.
2. All deviations from the break schedule described in paragraph 1 must be pre-approved by management, or in the absence of access to a management representative the deviation must be pre-recorded in the shift log book. At no time is it acceptable to combine breaks (i.e. delaying the first break of the shift and later adding it to the second break in order to have a 45-minute break without prior approval from management).

3. For Watch and Non-Watch Stationary Engineer Operators at the Central Heat Plant, all breaks will ordinarily be “working breaks”. The term “working break” for the purposes of this Agreement shall mean that staff cease performing specific job-related duties and engage in break activities, but must remain on site and continue to pay attention to the facilities, respond to issues and resume duties in order to continue the safe and continuous operation of the CHP.
4. A Watch Stationary Engineer Operator assigned to the Central Heat Plant can request a non-working break. The term “non-working break” for the purposes of the agreement shall mean the employee can leave the site for the duration of his break. If approved, the Watch Engineer’s responsibilities will be officially transferred to another qualified and available staff member to assume responsibility for the plant. At no time is it appropriate for the Watch Stationary Engineer Operator to leave the CHP without first being relieved by another qualified Stationary Engineer Operator.
5. During their entire 12-hour regularly scheduled shifts Watch and Non-Watch Stationary Engineer Operators will be paid their regular rate of pay, unless they have worked in excess of 40 hours during the pay period. Watch and Non-Watch Stationary Engineer Operators will be paid time and one half for hours worked over forty hours in any given pay cycle week.
6. Watch and Non-Watch Stationary Engineer Operators who continue working beyond their regularly scheduled 12-hour shift will be compensated as follows:
  - A. One and one-half their regular straight time hourly rate of pay for the first four hours beyond their regular shift.
  - B. Twice their regular straight time hourly rate of pay for hours worked in addition to the first four hours beyond their regular shift.
7. If coverage is needed to backfill a short term absence on a watch shift the following protocol will be used to secure qualified personnel:
  - A. The first priority is that the Non-Watch Stationary Engineer Operator assigned to the shift that coincides with the watch shift to be covered will work the watch shift. This employee

cannot refuse this assignment except for verifiable overriding personal reasons. For callouts on Monday-Friday and in order to maintain full 24 hour CHP/Campus coverage, when it is necessary to backfill a short term absence of a Stationary Watch or Non-Watch Engineer Operator, a Stationary Engineer Mechanic or the Auxiliary Stationary Engineer Operator assigned to the shift most closely aligned to the shift needing coverage will be assigned the Stationary Non-Watch Engineer Operator's shift. If there is more than one Mechanic on that shift then management will use the evergreen list to determine who should be offered the assignment. Employees cannot refuse this assignment except for verifiable overriding personal reasons. In the event of a callout on the 12-hour shift that begins at 6AM and in order to fill the gap between 6AM-7:30AM when a covering Stationary Engineer Mechanic will begin her/his shift, a Stationary Engineer Operator on the previous shift will be offered the opportunity to stay an extra 1.5 hours according to evergreen guidelines. If the first Operator on the evergreen list refuses the assignment the second is required to accept it.

- B. In the second priority for a weekday callout and the first priority for coverage for a weekend or holiday callout the shift will be offered to a Watch or Non-Watch Stationary Engineer Operator that is on her/his day off according to evergreen guidelines. These employees cannot refuse this assignment except for verifiable overriding personal reasons. If management is not able to secure coverage from a Stationary Engineer then the shift will be offered to Stationary Engineer Mechanics and the Auxiliary Stationary Engineer Operator according to evergreen guidelines. These employees cannot refuse this assignment except for verifiable overriding personal reasons.
- C. In the third priority for a weekday callout (second priority for a weekend/holiday callout) the shift will be covered by the Stationary Engineer Lead. This employee cannot refuse this assignment except for verifiable overriding personal reasons.
- D. If coverage is needed to backfill a long-term absence of a Watch Stationary Engineer Operator assigned to the watch crew of one

week or more, the Non-Watch Stationary Engineer Operator on the same shift will automatically assume watch duties. This reassignment is mandatory and cannot be refused. To cover a long-term absence of one week or more of a Non-Watch Stationary Engineer Operator who is back filling as a Watch Stationary Engineer Operator as described herein, or is on a long-term absence him- or herself, management may offer the 12-hour non-watch shift as a temporary reassignment to the Stationary Engineer Mechanics and the Auxiliary Stationary Engineer Operator. Level 111 employees accepting this temporary reassignment will remain Stationary Engineer Mechanics and not receive a grade base salary or title change. If more than one staff member is interested in the temporary reassignment, then management will assign the most senior qualified employee to the watch crew for the duration of the long-term absence. In the event that no qualified employee is interested in the reassignment management will assign the least senior qualified employee to the 12-hour non-watch shift for the duration of the long-term absence. This reassignment is mandatory and cannot be refused. While on this reassignment hours of work and compensation thereof will follow the stipulations put forth regarding Stationary Engineer Operators in paragraphs 1-3 and 5-6 of this agreement. If this reassignment is accepted by the Stationary Engineer Operator assigned to the 2PM-6AM shift then one of the Stationary Engineer Mechanics on the 7:30AM-4PM shift will be temporarily reassigned to the 2PM-6AM shift. This reassignment will be offered to the Mechanic with the greatest seniority. If s/he refuses the other Stationary Engineer Mechanic is required to accept the reassignment.

8. Nothing herein shall be construed to limit the University's right to consider work requirements and schedule employees' vacations pursuant to Article XXVIII of the parties' collective bargaining agreement.
9. For holidays recognized by the collective bargaining agreement Stationary Engineer Operators and Stationary Engineer Mechanics assigned to the 12-hour shift will be paid 8 hours of holiday pay. Those that are required to work on a holiday will additionally be compensated for hours worked at time and one half.

10. Compensable time earned by Central Heat Plant staff assigned to the 12-hour shift will only be used during the time period outside of the heating season.
11. Stationary Engineer Operators that request entitlement time in lieu of working the shift will have their relevant entitlement time debited an amount equal to the hours they were scheduled to work. For example an employee scheduled to work a 12-hour watch shift who calls out sick or requests a vacation day will be debited 12 hours of sick or vacation time.
12. Management retains its right to make reasonable rules to assure orderly and effective work. For the purposes of this agreement this includes, but is not limited to, the start and end of the heating season, and the decision regarding how many and what type of employees are required to operate the CHP.
13. On the first working day after the designated end date for the Heating Season all Watch and Non-Watch Stationary Engineer Operators and Stationary Engineer Mechanics will revert back to an 8 hour daily schedule; 7:30 AM – 4:00 PM, Monday through Friday, with one Stationary Engineer Operator working the 11:00 PM – 7:00 AM overnight shift Sunday through Saturday. The Watch Rotation will resume at the designated start of the Heating Season, normally the last Sunday in September.
14. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union.
15. This Agreement shall not be introduced into any other forum for any reason at any time except for the enforcement of its terms.

## **MEMORANDUM OF AGREEMENT 2**

The University and the United Service and Allied Workers – RI (“Union”) hereby agree to the following terms:

1. An employee who holds an Arborist license as recognized and controlled by the State of Rhode Island will receive a premium of sixty cents per hour provided only that the employee holds a regular, full time position and holds the job classification of Groundswoker – Lead or Groundswoker – Lead/Landscape.
2. The job description for the Groundswoker–Lead classification will add the requirement of a valid Arborist’s license as recognized and controlled by the State of Rhode Island. This requirement will not be imposed on employees currently in Groundswoker-Lead classification, but any employee hired into that job classification after execution of this agreement will have to meet that requirement. Also employees currently in this classification that come to possess a valid Arborist’s license as recognized and controlled by the State of Rhode Island will be entitled to the sixty cent premium.
3. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union. It shall not be introduced into any forum, for any purpose, except to enforce its terms.

The University and the United Service and Allied Workers RI (“Union”) hereby agree to the following terms:

### **MEMORANDUM OF AGREEMENT 3**

The University and the United Service and Allied Workers – RI (“Union”) hereby agree to the following terms:

1. When the University closes for emergency reasons and Management decides to use limited staff to maintain operations during the closure, Management will use a separate Emergency Closure list for each trades division by shift, when offering staff the opportunity to work during a closure. The list will include employees within a division and on a particular shift and will be organized by divisional seniority within each job classification. Based on job classification the employee with the highest seniority will be asked to work during the first University closure. Employees that decline the assignment will be tentatively skipped (see below) and the University will move to the next most senior employee,

continuing this process until the assignment is filled. When there are not enough volunteers in a division to provide the minimum shift coverage (as determined by management) the assignment(s) will be filled by the last employees who are left on the list at the time of the closure. Certain circumstances may arise where management may have to go back to employees that declined the assignment earlier and require them to report to work. Thereafter during subsequent University closures Management will ask the next employee on each division's list from where they left off from the previous closure and continue through the list as before until the assignment is filled, employees that were required to work the previous closure will be marked as such (as distinguished from those employees who were given a choice and accepted the assignment)so as to ensure that an employee cannot be placed in a required work assignment more than once in a division or shift's rotation. Employees who accepted to work the closure assignment/s or who are required to report to work to cover the closure assignment/s and are unable to report in as agreed upon or required to, will be required to use entitlement time.

2. Management will determine the classification(s) and number of employees needed during each closure and will make every effort to coordinate staffing so that employees are performing their primary duties. This particularly applies to Division 3 where management will seriously consider including an Electrician in the closure staffing plan when including a Fire Alarm Specialist and/or a High Voltage Technician to support such events as potential power outages. Participation in the Animal Care Facility (ACF) program will be included as a prerequisite, and Management will have the right to require that one or more employees fully cleared to enter and work in ACF buildings according to the ACF protocol in each of the following divisions specifically consisting of Div 8 and/or Div 9 and/or Second Shift Staff personal, be offered the opportunity to report during the closure without regard to where they may stand on the emergency closure list. Management may also apply this clause to other trades' divisions if there is a demonstrable anticipated need for ACF-certified workers.
3. During a closure where there are safety considerations, Management has the right to ask employees currently on site to remain beyond their shift to provide coverage in lieu of bringing in employees on the subsequent

shift or having to resort to the recall system. Such time worked beyond an employee's regular shift shall be charged to Evergreen, and where this extension of shift coverage is known in advance, selection to fill those shifts will be done by the Evergreen procedure (low hour). Employees who work their regular shift and any overtime during the closure will be marked on both lists to ensure equalization between employees.

4. This memorandum of agreement does not apply to Division 7 Watch and Non-Watch Stationary Engineer Operators on the rotating shift during the heating season, but does apply to all other Division 7 staff. This memorandum also does not apply to the Grounds and Custodial Divisions.
5. This Agreement shall not constitute prejudice or precedent for any other matters, pending or future, between the University and the Union. This Agreement shall not be introduced into any other forum for any reason at any time except for the enforcement of its terms.

## **MEMORANDUM OF AGREEMENT 4**

### **Evergreen Procedure Custodial Divisions**

1. The provisions of the contract related to overtime will continue. Please see Facilities Management USAW-RI Collective Bargaining Agreement article XXI and other related contract provisions.
2. The system will be implemented utilizing divisional seniority.
3. Except in situations stated later in this document, all overtime will be charged to the Evergreen list. Employees will be charged for overtime which is offered and refused. A refusal may either be a direct or indirect decline of the job. Indirect declines include not answering the phone, not answering an answering machine message or otherwise being unavailable. Employees who give management two contact numbers will be called at both numbers before a refusal is charged. Employees will not be charged for refusing overtime when on an excused absence. Employees who return to work after an absence of 3 or more weeks will be given the average of the overtime hours worked and refused within their division and job classification that was recorded during the absence.

4. Supervisors will determine the classification (fully qualified employee) which is needed for the overtime job to be performed. Low-hour person shall have the preference when multiple assignments need to be covered and will continue to have preference until overtime is equalized. Low-hour person will be given preference when projects or assignments may include overtime.
5. Supervisors will maintain the overtime lists daily. Stewards may check the Evergreen list and must present any possible errors to the Supervisor within 5 working days of the occurrence of the alleged error.
6. Overtime hours charged after a refusal will equal the greatest overtime hours worked by a person who accepts the assignment, except on recall, where it will be either a minimum of 2 or 4 hours or actual hours worked, if greater.
7. In mandatory overtime situations, the low-hour employee is required to perform the overtime. If all lists and backup lists are exhausted and no employee has accepted the assignment the employee on the list with the least amount of seniority must accept the assignment. Mandatory overtime will be specifically itemized so as to ensure that an employee cannot be placed in a mandatory work assignment more than once in a division's rotation.
8. Forty – eight (48) hours' notice is required to secure employees to work overtime assignments, excluding emergency callback, snow list, and area overtime. If such notice is not given there are no hours charged to the employee(s) who refuse(s) the assignment. There are also no hours charged to the employee(s) who accept(s) the overtime assignment. Snow, emergency callback, area overtime lists do not require forty – eight hour notice, and all overtime hours worked and refused will be charged to the employee.
9. Evergreen does not apply to new employees who are still in their probationary period and temporary employees. However, probationary employees are not excluded when the overtime list is exhausted and overtime still exists. At the end of the probationary period new employees will be given the average of the total overtime hours worked and refused within their division and job classification that was recorded during the probationary period.

10. There are multiple overtime lists available to all current regular custodial employees based on four (4) shifts. All employees on all shifts can only be on one evergreen list, with the exception of emergency call back, the seasonal snow list, and the area overtime list.
  - a. Library Coverage – Includes Rockefeller Library, Science Library, JW Wilson, Watson CIT, Medical Education and Ship Street, plus event coverage. This list is open to all shifts;
  - b. Athletics Coverage – Includes, Pizzitola, OMAC, Aquatics/Nelson Fitness Center, Stephen Roberts Center and 295 Lloyd Ave. This list is available to all shifts;
  - c. Bookstore Coverage- This is a sold service list assignment and is available to trained staff from the Keeney campus and have first rights to that overtime;
  - d. Infirmary / Manning Chapel – Andrews House and Manning Chapel, plus event coverage. This list is available to all shifts;
  - e. Weekend Dormitory Service – This overtime only runs 29 Sunday’s over the course of the academic year. This list is available to all shifts;
  - f. Events - Coverage for the Events beginning Friday night after 11 pm, weekend and holidays. This list is available to Second Shift Employees only;
  - g. Pembroke Event Coverage – Available to only Pembroke Employees - Monday – Friday
  - h. Moves, Setup-Break Downs – Events – Open to all shifts
  - i. Emergency Call Back Lists – Available to all shifts
  - j. Snow List - Available to all shifts
  - k. Area overtime – Available to all shifts
11. Every year on July 1, the hours are reduced equally across the board for administrative purposes.
12. Staff cannot change lists during the fiscal year, which ends on June 30. Each year employees can change to another list by submitting a request in writing indicating the list on which s/he wants to be placed. Once added to their requested list they will be given the average of the total overtime hours charged to employees already on that list plus the number of hours the employee has accumulated from her/his previous list, and they will trained on that new assignment. All requests to be added or moved must be in writing and submitted to the employee’s Supervisor. Employees can also request to be removed from evergreen

lists at any time; such request must be in writing and submitted to their respective Supervisor. Employees removed from an evergreen list cannot be reinstated to the list or added to another until the beginning of the new fiscal year.

13. An employee on vacation can make it known to their Supervisor prior to the scheduled time off that s/he is available for overtime assignments during the vacation period. Such requests must be made in writing and indicate the specific days during the vacation for which the employee will be able to work overtime. Furthermore it is the responsibility of the employee on vacation to call the Supervisor during the vacation period to ensure that s/he will be considered for overtime assignments. Employees that fail to do both of these tasks will be charged all overtime hours offered during their absence as if the hours were refused.
14. Overtime will continue to run and hours may not be crossed out. Hours may be reduced equally across the board at any time for administrative purposes only, but will not be zeroed out without labor-management negotiation.

### **Evergreen Procedure**

#### **Trade and Grounds Divisions**

15. The provisions of the contract related to overtime will continue. Please see Facilities Management USAW-RI Collective Bargaining Agreement article XXI.
16. The system will be implemented utilizing divisional seniority within job classifications.
17. All overtime will be charged to the Evergreen sheet. Employees will be charged for overtime which is offered and refused at the time the assignment is asked to be filled. A refusal may either be a direct or indirect decline of the job. Indirect declines include not answering the phone, not answering an answering machine message or otherwise being unavailable. Employees will not be offered nor charged for overtime assignments that may arise when on an excused absence of less than three weeks. The length of an excused absence is defined as the period of time from the moment the employee last worked before the start of the leave to the moment of her/his return - this clause does not apply to the recall OT system. Employees (other than division Leads) who

return to work after an absence of three or more weeks will have their total hours adjusted so that they equal the number of hours held by the employee(s) in the same classification that have the highest amount of hours, not inclusive of the division leads. A division lead who begins a leave of absence of three or more weeks as the employee with the highest number of hours in their skilled classification, upon return from leave will be reinstated on the evergreen list with the same hours differential between themselves and the next highest employee as when s/he began the leave. A division lead who begins a leave of absence of three or more weeks as the employee not with the highest number of hours in their skilled classification will have their total hours adjusted so that they equal the number of hours held by the employee(s) in the same classification that have the highest amount of hours.

18. Supervisors will determine the classification(s) and number of employees needed for the overtime job to be performed. The low-hour person shall have preference when multiple assignments need to be covered and will continue to have preference until overtime is equalized to the next low hour person. The low-hour person will be given preference when projects or assignments may include overtime, unless the overtime assignment is a legitimate continuation of work as defined below. Management reserves the right to determine that a division lead (to act in a lead capacity – not to exclusively perform skilled work) is required to fulfill an overtime assignment in addition to skilled and semi-skilled staff.
19. Continuation of work is defined as a situation where there is a legitimate objective need for an employee to be offered an overtime assignment despite not being the low-hour person. For example work which extends beyond an employee's normal shift into overtime hours will first be offered to those skilled employees already engaged in the job without regard to accumulated overtime hours; however these overtime hours worked will be added to employee totals on the Evergreen List. Being "engaged in the job" is defined as the skilled employee is actively performing the physical work associated with the assignment. Planning and scoping projects and tasks during regular hours for work to be completed on overtime does not constitute an entitlement to that overtime assignment based on continuation of work. Another continuation of work example is the instance where there is a break in the assignment (for example, work has completed up to a point but cannot be completed without

shutting down the building which must be done outside the employees' shift). In this situation the skilled employee(s) who were engaged in the work on her/his regular shift will first be given the opportunity to the overtime assignment as a legitimate continuation of work. Semi-skilled workers assisting skilled workers in the same situation are not entitled to the overtime in this scenario. When a break in an overtime assignment occurs the assisting semi-skilled worker will be selected according to the guidelines detailed elsewhere in this document.

20. Scheduled OT assignments that are accepted and recorded on the evergreen list that have to be rescheduled, management will first utilize those employees that had initially accepted the assignment, provided those employees are available and willing to work on the rescheduled date. Employees that cannot work on the rescheduled date will be charged along with those who initially refused, and the assignment will then be offered to employees according to the guidelines stated herein. When a scheduled OT assignment is cancelled for any reason the hours added to the evergreen list for those employees that accepted or refused the assignment will be deducted and the hours will be readjusted to reflect the change moving forward.
21. Supervisors or other management-designated personnel will maintain and post the Evergreen lists daily and are responsible for assigning overtime work according to established guidelines. Under certain conditions when management personnel is not available to oversee this process, management may assign these duties to a division lead person who may also assign approved overtime work according to the guidelines stated herein.
22. Assuming management has fulfilled its daily posting obligation as detailed in item 7 it is incumbent upon union personnel to check the Evergreen list and to be responsible for notifying their divisional steward or any available steward of any possible errors in the assigning of overtime. That representing steward must present any possible errors to the Supervisor within 48 hours of the occurrence of the alleged error.
23. Overtime hours charged after a refusal will equal overtime hours worked by the person who accepts the assignment, except on recall, where it will be either a minimum of 2 or 4 hours or actual hours worked, if greater.

24. In mandatory overtime situations, the low-hour employee is required to perform the overtime. If there are two or more employees with the same amount of low hours, then the least senior employee must perform the overtime. Mandatory overtime will be specifically itemized so as to insure that an employee cannot be placed in a mandatory work assignment more than once in a division's rotation.
25. Evergreen does not apply to employees who are still in their probationary period and temporary employees. However, probationary and temporary employees are not excluded when the overtime list is exhausted and overtime still exists. At the end of the probationary period employees coming off probation will be given the same number of hours as the employee with the highest number of recorded hours in the employee's classification at that time, not inclusive of the division leads. Additionally employees transferring to a new shift while retaining the same job title will also be given the same number of hours as the employee with the highest number of recorded hours in the employee's classification at that time, not inclusive of the division leads.
26. Each employee within a division will be listed on their division's Evergreen list. If an employee does not wish to be considered for scheduled overtime, s/he must submit a letter for approval to the supervisor indicating this. The letter should state the period (minimum of thirty days) the employee does not want to work scheduled overtime (this does not include recall overtime assignments). The employee's name will remain on the overtime list and will be charged as though overtime was refused.
27. Overtime coverage on the rotating shift at the Central Heating Plant will follow the guidelines put forth in the memorandum of agreement signed on May 13, 2013.
28. Overtime will continue to run and hours may not be crossed out. Hours may be reduced equally across the board for administrative purposes only, but will not be zeroed out without labor-management negotiation.
29. The Union and Management agree to make good faith efforts to amicably resolve all Evergreen issues at the divisional level that are not addressed in this document.