

July 1, 2019-June 30, 2022
COLLECTIVE BARGAINING AGREEMENT

Between

BROWN UNIVERSITY

AND

BROWN UNIVERSITY SECURITY
PATROLPERSON'S ASSOCIATION

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THIS JULY 1, 2019 – JUNE 30, 2022 COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is made as of the 26th day of September, 2019 by and between BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND, AND PROVIDENCE PLANTATIONS, herein called the "University", and BROWN UNIVERSITY SECURITY PATROLPERSON'S ASSOCIATION, herein 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 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 collective 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, and the University and the Union agrees as follows:

I. UNION ACTIVITIES

1. Recognition of the Union. The University recognizes the Union as the sole collective bargaining agency for all employees of Brown University who are employed by the University as building guards, public safety officers, security officers, campus police officers and communication control officers, including all regular part-time building guards, security officers, public safety officers, campus police officers and communication control officers, exclusive of all other employees, office clerical employees, professional employees, supervisors, sergeants, lieutenants, all Brown University students, and part-time employees who regularly work less than twelve hours per week, for the purpose of all bargaining with respect to wages, hours and working conditions.

2. Union Membership. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a

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

The Union will accept as members all present and future 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 who has become a member of the Union in good standing has failed to remain a member of the Union in good standing during the term of this Agreement as required by the preceding paragraph or that any 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 this paragraph 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 notice to discharge such employee. If during such 30-day period the employee shall pay or tender his or her initiation fee 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 Section.

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

3. Union Dues. Upon receipt of a valid assignment in writing, in a form approved

by the University, executed by an employee assigning a portion of his or her wages to the Union for payment of dues, initiation fees and assessments, the University shall cooperate with the Union in the collection of its dues, initiation fees and assessments by recognizing such assignment and by deducting from the wages paid each employee, who makes such assignment, on the University's first regular payday in each calendar week the amount assigned. Said deductions shall begin on the first such regular payday in each calendar week which starts one or more days after receipt by the University of said assignment and shall continue thereafter so long as specified in the assignment or until 10 days following revocation of the assignment in writing. All sums so assigned shall be paid by the University to the Union during the month in which deducted. The Financial Secretary of the Union shall certify to the University on an annual basis, or whenever there is a change in union dues, the current Union dues.

4. Time to Conduct Union Business. The Union President or another Union officer, who is employed by the University, may be designated by the Union as Chief Steward and such designation shall be in writing from the Union to the Chief of Police/Director of Public Safety (hereinafter "Chief"). Subject to prior arrangements with Department Management, the Chief Steward (or a substitute designated by the President) shall be allowed, without loss of pay up to a maximum of sixteen (16) hours of regular working time per month, to confer with Union members or conduct Union business during working hours. Normally requests to be excused for union business should be made to either the Deputy Chief/Executive Officer (hereinafter "Deputy Chief") or the Lieutenant as far in advance as practicable, however, when circumstances make notice to management impossible, the on duty supervisor may grant the request.

II. MANAGEMENT

1. Operation. The parties agree that the operation of the University, including supervision of the employees 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 an orderly and effective work; the determination of reasonable work schedules; the determination of minimum staffing levels; the determination of what duties, including post and special assignments shall be performed; and of employee competency; the subcontracting of work; the hiring, transfer, promotion, demotion, layoff, discharge or suspension of employees for just cause without regard to Union membership and without discrimination; and the right to communicate directly with

employees and to inform them directly concerning employment matters, are privileges of the University. The University is willing to meet with the Union to advise the Union of its intention and/or decision to subcontract work, or will meet with the Union at its request to discuss subcontracting work being performed on campus. The University agrees, in using these privileges, that the provisions of this agreement relating to seniority will be followed. The University also agrees that the interests and viewpoints of the employees will be considered and that the right of the Union to represent any of the employees for collective bargaining and in dealing with the individual grievances shall be observed.

2. Vacancies. Bargaining Unit positions in the Department may be left vacant for any of the following reasons:

- a) Normal delay in processing for filling vacancy.
- b) Planned delay due to intervening vacations, lack of qualified candidates, or other good and sufficient cause.
- c) Planned elimination of a position from the Department due to lack of work or funds.

When the vacancy is due to condition (a), the University agrees to fill the position within 90 days.

When the vacancy is due to condition (b), the University agrees to advise the Union in writing of reasons for the delay and to set a date by which it is expected the position will be filled.

When the vacancy is due to condition (c), the University will notify the Union forthwith.

When qualifications such as ability, training, education, and skill are considered equal, the University shall give the preference to an employee having the longest unit seniority for filling job vacancies.

III. SENIORITY

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

2. Definitions

- a) "Unit Seniority" is the length of an employee's service from his or her most recent starting date of employment with the University in the bargaining unit.
- b) "Classification Seniority" is the length of an employee's service from the date an employee first worked in the classification to which he or she is presently assigned. An employee shall have classification seniority in no more than one classification at any time.

3. Shift Bidding Preference and Process.

If a shift vacancy arises, and the University in its discretion chooses to fill that vacancy, the following process will be used.

On an annual basis, in the month of November, a shift bidding process shall take place in order to fill all shift vacancies that occurred in a classification over the previous twelve (12) months. Employees in the classification in which the vacancy arises (as of the date of the November shift bidding process) shall have the right to submit a bid to fill the vacancy. The successful bidder will be the employee in the classification having the longest unit seniority. The position will be filled within 30 days from the closing date of said bids. If unable to do so, the employee and the Union will be advised in writing of the reason. In order to prevent a domino-type effect, shift changes pursuant to this provision will be limited to two (2) for any one (1) initial vacancy and, thereafter, the vacancy will be filled in accordance with the other provision of this Agreement.

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

4. Layoffs. In the event that it becomes necessary to lay off employees during the term of this Agreement, said layoffs shall be accomplished in the following manner:

- a) Employees in classification 300 shall be laid off first.
- b) Thereafter, employees will be laid off by classification but, within each classification employees shall be laid off by inverse unit seniority.

When rehiring takes place those employees laid off last shall be rehired first, provided such employee shall accept the re-hiring within three (3) days after notice and shall report for work within fourteen (14) days after notice that he or she will be re-hired and no new employee shall be re-hired until the list of qualified former employees has been first exhausted. No employee who was in classification level 300 will be re-hired until all other employees in the other classifications have been afforded an opportunity to be rehired.

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

6. Tie Breaking Procedures. In the case of CPOs who are hired on the same day, seniority shall be decided by that employee with the highest score from the training academy.

If for any reason the tie in seniority for CPOs cannot be determined in the fashion aforesaid, or in any other situation where employees have the same seniority, then the highest score on the oral board examination shall serve as the CPO seniority tiebreaker and that a written test shall serve as a second tiebreaker if necessary.

IV. PROBATIONARY PERIODS

1. Newly Hired Employees. All newly hired employees shall serve a one year probationary period.

2. Transferred or Promoted Employees. An employee transferred or promoted shall serve a six (6) month probationary period in the new position. An employee transferred or promoted from a part-time to a full-time position, or an employee transferred or promoted during the first twelve (12) months of employment with the Department, shall serve a twelve (12) month probation in the new position. If the employee does not successfully complete said probationary period, said employee shall be returned to his or her former classification and such action will not be subject to the grievance procedure except the employee may file a grievance on the grounds that the removal from the new position was arbitrary, capricious, or discriminatory, and further, if it is found otherwise, the grievance will be denied.

V. EMPLOYEE DEFINITIONS

1. Regular Employees. For purposes of this Agreement, the term "regular employees" means those employees who have satisfactorily completed the first three (3) months of their initial one year probationary service in a position covered by this Agreement. Prior to the completion of the initial one year probationary service, 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. The Chief or a designee will meet with the affected employee, advise the employee of the decision to terminate and afford the employee the opportunity to comment. Upon the satisfactory completion of the initial one year probationary service, the employee will be advised of his or her job classification and the rate of pay under this Agreement, and his or her seniority under the agreement shall date from the employee's first day of work.

Thereafter, the employee's performance shall be reviewed on an annual basis by the employee's supervisors 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. The annual performance review is not subject to the grievance procedure, however, an employee who is unsatisfied with the review can prepare a written response which shall be attached to the review and kept in the employee's human resources file.

Qualified regular employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement.

2. Full Time Employee. For the purpose of this Agreement, the term "full time employees" means those employees who are engaged with mutual understanding that they will be continuously employed and who work at least twenty-five hours per week.

- a) 12-month full time building guards accrue the same benefits as noted in this contract for full time employees; if they work less than 40 hours per week then vacation and sick time is pro-rated. Vacation requests must be at least one week in advance in order to provide time to fill the position.
- b) 9-month full time building guards accrue vacation and sick time on a pro-rated basis according to the number of months they work and the number of hours per week. Vacation time may be used during the months they are working or not working.

3. Part Time Employees. For the purpose of this Agreement, the term "part time employees" means those employees who are engaged with mutual understanding that they will be continuously employed and who work less than twenty-five (25) but more than twelve (12) hours per week.

Part time employees are not entitled to the fringe benefits contained in this Agreement, such as, but not limited to, health benefits (except as provided for in Section X), life insurance, vacations and holidays, but may be represented by the Union for all other purposes.

Part time employees will be required to pay dues to the Union in an amount proportionate to the total number of hours worked each week.

Part time employees shall be considered as internal candidates with regard to candidacy for a position in the department. Wage progression will be based on the permanent full time bargaining unit hire date. Other entitlements will be based on continuous University seniority.

VI. PROMOTIONS

1. Definition. "Promotions" shall be the advancement by an employee within the bargaining unit to a higher paying job classification covered under this Agreement.

2. Promotions. When qualifications such as ability, training, and skill are considered equal, the University will give the preference to the employee having the longest unit seniority in cases of promotions. The determination by the University of the qualifications of an employee shall be final in all matters and shall not in any case be interpreted to constitute a grievance. However, a letter of explanation of the University's action shall be given to an effected employee promptly upon request.

VII. DEMOTIONS

1. Demotion Defined. Demotion is a move to a lower paying job classification covered by this Agreement.

2. When Permitted. An employee may request such a demotion and the University in its sole discretion may honor the request. The University's decision with respect to such a request shall not be subject to grievance procedure.

VIII. TRANSFERS TO OTHER CLASSIFICATIONS

1. Lateral Transfers. A lateral transfer is a move to another classification at the same level.

2. Temporary Transfers. For purposes of this section temporary transfers are defined as those transfers where there is an expectation of returning to a former position upon completion of assignment. A temporary transfer may be a lateral move, promotion or demotion.

Whenever it is necessary for the University to temporarily transfer an employee to another job, the employee shall receive either his or her regular rate of pay or the rate of pay for the job, whichever is higher.

3. Permanent Transfers. For purposes of this section permanent transfers are defined as those transfers where there is no expectation of returning to a former position.

An employee permanently transferred shall be entitled to only the rate of pay for the job to which he or she is transferred.

4. Preference on Transfers. When qualifications such as ability, training and skill are considered equal, the University shall give the preference to the employee having the longest unit seniority in the case of transfers.

IX. WORKING CONDITIONS

1. General. The University agrees to maintain the following provisions relating to working conditions. 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 without the necessity of otherwise revising the basic contract.

2. Equal Employment Opportunity. The University and the Union agree there

will be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, sex, handicap 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; or termination, rates of pay, or other forms of compensation; and selection for training. The Union and the University mutually recognize the Grievance Procedure as the usual means of resolving employee complaints. An employee alleging discrimination on the part of the University may seek redress before appropriate state and/or federal commissions and courts and the University shall not discharge, suspend or in any penalize said employee for raising such claim, except that the University does not hereby waive its legal rights.

X. HEALTH AND SAFETY

1. Safety Rules. The University shall continue, as heretofore, to comply with legal regulations, whether heretofore, or hereafter made, governing safety or working conditions, and will otherwise provide so far as possible for protection of the health and safety of the employees. The Union agrees that the employees shall observe reasonable safety rules. Specifically, employees shall immediately report to their supervisor any accidental injury and shall comply with rules requiring medical examination or treatment. Employees shall be free to consult their own physicians without cost to the University but in any case of accidental injury the University shall in no way be obligated to accept the opinion of physicians not retained by the University.

2. Medical 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 2011, the University can substitute these named carriers with any other carrier or carriers provided that it does so for all other Brown employees.

If the University exercises its right to substitute or change carriers, it will provide notification to bargaining unit members as part of its annual open enrollment period communications. The University shall endeavor to ensure that provider networks of

new carriers include those providers currently covered by existing plans. The University will use its best efforts to negotiate a waiver of preexisting conditions clause for the members of the dropped plan in accordance with the 2009 Federal Health Care Law. If the law is repealed, the parties agree to further discuss the issue of preexisting conditions.

An employee working 18.75 hours or more per week, annualized, or an eligible full-time employee's share of the premium cost shall automatically be deducted from his/her pay through the University Flexible Premium Plan. Effective on **January 1, 2014**, full-time employees will pay **12%** of the cost of the premium; on **January 1, 2015**, full-time employees will pay **12%** of the cost of the premium; on **June 30, 2016**, full-time employees will pay **13%** of the cost of the premium. Effective on **January 1, 2017**, full-time employees will pay **13%** of the cost of the premium; on **January 1, 2018**, full-time employees will pay **13%** of the cost of the premium; and effective on **January 1, 2019 and thereafter**, full-time employees will pay **13%** of the cost of the premium. In the event a part-time employee elects to obtain a health plan, the part-time employee will pay one-half of the premium for the health plan elected through payroll deduction and the University Flexible Premium Plan.

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 plan offerings include the comprehensive option and, effective January 1, 2005, the plus option which requires the employee to participate for a minimum of two years.

The University will continue to provide medical and life insurance during absence due to personal illness, pregnancy disability (or if such is the case of combined pregnancy related disability/maternity leave of absence) and injury for a maximum of six (6) 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 eighteen (18) months for employees on leave of absence due to an occupational illness or injury.

Any employee age 55 through 64 who has ten (10) or more years of service at the time of retirement may elect to continue health insurance coverage until age 65 by paying the applicable group rate premium, less a monthly premium offset determined

annually by the University.

If an employee is terminated for any reason other than gross misconduct, the employee has the right to continue group health insurance coverage. In addition, the employee's dependents may be entitled to continue coverage as a result of one of the following qualifying events: death of employee, termination of employee, reduction in employee's hours of employment, and divorce or legal separation of employee and spouse, loss of eligibility as a dependent, or if the employee selects Medicare as his/her primary coverage. In all cases the employee 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 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 receive the Brown to Non-Brown buy-out benefit will continue to do so for the duration of the Agreement.

3. Life Insurance. The University agrees to include eligible officers in Brown's Group Life Insurance Plan with a flat \$50,000.00 minimum benefit and a reduction schedule which takes effect after age 65, and accidental death and dismemberment coverage.

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

5. 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.

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

except that the University will continue said health and dental insurance up to an additional six months for an employee who has been approved for Long Term Disability insurance benefits. For an employee who has been approved for Long Term Disability insurance benefits, life insurance will continue for the period that LTD benefits are payable.

The University agrees to offer the surviving spouse of a deceased employee continued health and dental insurance coverage through COBRA for a maximum of thirty-six months. The first six months of continued health and dental coverage will be at no cost, and the remainder of the continuation coverage will be available at the full COBRA premium.

7. Long Term Care. All employees who meet the eligibility requirements may participate in the University's Long Term Care plan(s).

XI. SICK LEAVE

1. Sick Leave with Pay. All regular full-time employees covered as of July 1, 1986, shall be entitled to twelve (12) sick days with pay at their straight time rate during each benefit year (July 1 - June 30). All regular full-time employees hired after July 1, 1986, will earn, during the first contract year in which they are employed, one (1) sick day with pay for each 1.0 month of service commencing with the end of their probationary period but retroactive to their date of hire. Employees who are off probation will be given 12 days of sick time on the books effective July 1 of each year; however, if that employee leaves the University before the end of that fiscal year, the sick leave will be applied at a pro-rated basis and if the employee has used more than the allotted pro-rated amount, then that time will be deducted from that employee's last check. An employee that does not use sick time in the fiscal year, July 1 to June 30, will receive one compensation day on July 15. Employees shall not be entered into the Guardian Tracking system for using sick time. Any employee who has not used the sick days to which he or she is entitled by the end of the contract year will have all unused sick leave days "banked" as follows:

2. Banking Time. An employee will 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 must actually be sick and have exhausted

sick leave pay to which he or she is otherwise entitled under the contract. The University shall have the right to have an employee examined by its own physician. An employee leaving the University in good standing with at least five years of continuous full time service shall be entitled to be paid for 25% (one-fourth) of such accumulated sick leave up to a maximum of 30 days. Payment will be at the employee's rate in effect at the time of payment.

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

4. Procedures for Granting Sick Leave. In order to be granted sick leave, the employee or a designee must notify that employee's department head or supervisor 1 1/2 hours prior to the employee's reporting time for work, except in cases of proven inability to furnish such notice. All sick days an employee is entitled to in the schedule may be taken without the necessity of submitting a doctor's excuse, except, the University may require a physician's excuse in support of any request for sick leave, provided the employee involved has been notified in writing on the occasion of his/her last prior absence for sickness or injury that such evidence might be required for any future sick leave request.

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

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 the duties performed by the employees on sick leave.

Employees who are on a disability leave in accordance with Article XV.7 of this agreement will continue to accrue sick pay for six (6) months of continuing leave of absence, regardless if said absence crosses benefit years. Employees who are on a workers' compensation leave in accordance with Article XV.8 of this agreement will continue to accrue sick pay for twelve (12) months of continuing leave of absence, regardless if said absence crosses benefit years. Employees who are on an unpaid leave in accordance with Article XV.9 of this agreement will not accrue sick leave.

5. Supplemental Pay for certain Worker's Compensation Injuries. Certain extraordinary duties and responsibilities required of Officers warrant the University to implement a special pay policy limited to a serious injury or disability sustained by an officer in the line of duty in acts of violence (such as stabbing or shooting) or peril (such as life rescue) or in the apprehension of a suspect involved in a criminal act. This agreement will provide an officer with a supplement to Workers' Compensation wages to provide full pay (based on regular hours) up to thirty (30) calendar days.

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

The Insurance Office must receive proper medical documentation from the employee's attending physician substantiating disability and work restrictions as soon as possible. If the Insurance Office determines that the officer is eligible for Workers' Compensation, a committee comprised of the Chief of Police or his designee, the Associate Director of Public Safety, and the Director of Labor Relations for the University will determine whether the injury meets the criteria for supplemental pay. If it is determined that the injury meets this standard, the department will pay a supplement to Workers' Compensation wages to bring the officer to full (regular) pay for a 30-day period. The officer will be required to give additional documentation from time to time as a condition for continuing these payments and to submit to an examination by a physician appointed by the University, if this is deemed desirable by the University.

At the end of the thirty (30) day period, a review of the circumstances of a particular instance, if necessary, will be conducted by the University to determine if the condition of the officer warrants a thirty (30) day extension.

The University's decision will be final and will not be considered as having established a precedent for future cases. Furthermore, the University's decision will not be subject to the contractual grievance and arbitration process.

XII. RETIREMENT

1. 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.

2. Sick Leave Pay Off. A regular employee covered by this Agreement who has twenty or more years of seniority when retiring on or after that employee's normal retirement date shall be entitled to payment for one-half of that employee's unused sick leave accumulated as of the date of the employee's retirement, which accumulated unused sick leave shall not exceed fifty (50) days plus any unused sick leave in the current contract year to which the employee is entitled. Effective on June 30, 2010, the cap on the allowable accumulated unused sick leave bank shall be increased to seventy (70) days. Employees discharged for just cause shall not be entitled to such payments for either accumulated or current unused sick leave.

3. Death Benefit. In the event an employee dies during her/his employment, her/his beneficiary will be paid out 100% of the employee's accumulated unused sick leave up to the maximum allowable cap of seventy (70) days.

XIII. VACATIONS

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

2. Selection of Vacations. Employees shall be given a choice of vacation on the basis of seniority standing. Vacation picks will be submitted between January 1 and February 1 for the next fiscal year, July 1 to June 30. Management shall post said vacation picks no later than February 20. Yearly seniority vacation picks will be scheduled in full week blocks (Sunday through Saturday). Single day vacation picks may also be scheduled, on a seniority basis, after full week vacations are scheduled. All employees shall have appropriate advance notice of when their vacations may be taken. Vacations may be taken at any time during the year subject to the right of the University to reasonably limit the number of employees on vacation in favor of the effective operations of the Department. Authorization of vacation requests will be given within seven calendar days of the request.

3. Entitlement. The length of the vacations of said regular employees shall depend on the length of continuous service with the University retroactive to full-time date of hire on June 30th in each year as shown on the following table and shall be taken after June 30th in each year:

| <u>Length of Service</u> | <u>Vacation Allowed</u> |
|--------------------------------|-------------------------|
| 4 months, but less than 1 year | 5 working days |
| 1 year, but less than 2 years | 10 working days |
| 2 years, but less than 5 years | 15 working days |
| 5 years and over | 22 working days |

An eligible employee with one year or less of service as of July 1 shall be allowed to carry-over a maximum of five (5) days of vacation leave; such days must be used by the following September 30 or be lost.

An eligible employee with five or more years of service may carry-over up to a maximum of twelve (12) vacation days beyond June 30th in a given year and any days carried-over must be used by the following December 31st or be lost.

Eligible employees with more than one (1) but less than five (5) years of service may have a maximum of 22 days on the books as of July 1 of each year.

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

For purposes of computing the amount of vacation due, employees whose hiring

date falls between July 1 and December 31 will be credited with a full year of service as of June 30th.

A newly hired employee not otherwise eligible for vacation with pay will, following the first four months of probation, earn one day vacation per month up to a maximum of five days.

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 purpose of determining vacation benefits, subject to the provisions of Title XV, Section 3 herein. It is understood that, subject to the preceding provisions of this paragraph, the University will permit an employee to use his or her vacation time in order to take one or more days off to observe religious holidays celebrated by members of such employee's faith.

Vacation Entitlement for New Hires

| Hire Date | June 30 balance allowed | July 1 allotment |
|-----------------------|-------------------------|----------------------------------------------------------------------------|
| July 1-December 31 | 5 days maximum | 10 days |
| January 1-February 28 | 5 days maximum | 5 days |
| March 1-June 30 | 0 days | 0 (one day per month after 4 th month, up to max of five days.) |

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

4. Vacation time shall be allowed to be taken in one hour increments.

XIV. HOLIDAYS

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

- New Year's Day

- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

For employees working a 5-2 schedule, if Veterans Day falls on a Saturday it will be observed on the immediately preceding Friday and if Veterans Day falls on a Sunday it will be observed on the immediately following Monday.

2. Working on Holidays. Any full-time or part-time employee required to work on one of said holidays whether or not it is a scheduled work day for such employee, shall receive payment at double time for the hours actually worked on such day.

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

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

3. Compensatory Time Off for Holidays Not Worked. Employees shall receive eight (8) hours of compensatory time off at straight time rates for each holiday not worked from the date of final execution of the entire collective bargaining agreement. Said compensatory time off will only be granted if it does not create overtime. If an employee requests compensatory time off which has not yet accrued, an equivalent number of hours shall be deducted from that employee's accrued, unused vacation/personal time; if such employee has no accrued, unused vacation/personal time, the employee's pay will be docked in an equivalent amount. Said compensatory time off must be discharged only in ½ (4 hour) or full (8 hour) day increments.

All holiday compensatory time off accrued between the date of July 1 through

June 30 must be used by June 30 of that year with the exception of comp time accrued for the Memorial Day holiday which must be used by September 1 of that year. In no event, shall any employee receive any pay for unused compensatory time off.

Employees on any type of paid or unpaid leave are not eligible for compensatory time off under this section. Employees who are scheduled to work but are off on any type of paid or unpaid leave are not eligible to receive the compensatory time off for that holiday. For further clarification, the compensatory time off time only goes to those who are actually scheduled to be off on the particular holiday as part of their regular 4-2 rotation. No compensatory time is accrued under this section for the employee who is scheduled to be off for the holiday but swaps their shift by agreement with other employee. In all cases, employees are either eligible for compensatory time off for holidays not worked or double time pay for holidays worked but never both.

XV. OTHER EXCUSED ABSENCES FROM WORK

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

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

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

Employees shall be permitted to take up to one day of paid bereavement time off to attend the funeral or memorial service of family members not listed above.

If an employee is on vacation at the time of one of the aforesaid deaths, the employee's status shall be changed from "vacation" to "Bereavement Leave of Absence".

2. 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 the employee furnishes the University with evidence of jury pay from the clerk of the court wherein he or she served as juror.

3. Reserve Duty. A regular employee with a Reserve or National Guard commitment who attends required annual duty training or who is activated due to a national, state or local emergency, shall receive up to a maximum of ten (10) working days in any twelve (12) month period, the difference between what the employee would have earned at his or her regular straight time 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 vacations, time spent in the required annual training or required active duty described in this section shall be considered time employed by the University.

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

4. Personal Days. Two personal days with pay will be provided each benefit year (July 1st to June 30th) to employees who have at least 1 year of service in a full-time position as of the first day (July 1st) of the benefit year in question. One such day may be used at any time for any reason, except on Holidays, Training Days, or Blockout Dates (but such Blockout Dates shall be limited to ten (10) per calendar year). The second day will only be granted when it will not necessitate overtime. Employees who have less than 1 year of service in a full-time position as of the first day (July 1st) of the benefit year in question will receive one personal day that will only be granted when it will not necessitate overtime. Requests for personal days must be made in a timely manner. Personal days cannot be carried over from year to year.

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

6. Disability Leave. Upon written application from an employee who is unable to work due to personal injury or illness, the University in its exclusive discretion may grant a written leave of absence without pay not to exceed sixty (60) days provided the request is made in advance (if possible), indicates the anticipated date of return to work, and is accompanied by medical documentation stating that the employee is unable to work. The leave of absence will not be unreasonably denied if it is contemplated that the employee will be able to return to work upon the completion of the leave, if it will not seriously impair the Department's operation, and if the Chief can hold a position open for the employee's return. The leave may be granted, extended, or renewed for additional periods of up to sixty (60) days for reasons which, in the opinion of the University, are satisfactory. The University will have the right to have the employee examined by a physician of its choosing.

7. Workers' Compensation Leave. Employees who are receiving workers' compensation payments as a result of an injury which occurred while on duty with the University will not be required to request a leave of absence in writing during the first twelve (12) months of absence due to injury, but will be placed on such leave. The employee will provide the Chief or his designee, a copy of work status notes prepared by a physician following periodic examinations. Upon the expiration of the twelve month period the employee will be required to request a leave in accordance with (6) above.

8. Other Leaves. Upon written application from an employee the University in its exclusive discretion may grant a written leave of absence without pay not to exceed thirty (30) days where good cause is shown provided the request is made in advance, indicates the anticipated date of return to work, and states briefly the purpose of the request. The leave of absence will not be unreasonably denied if it is contemplated that the employee will actually return to work upon the completion of the leave, if it will not seriously impair the Department's operation, and if the Chief can hold a position open for the employee's return. The leave may be granted, extended, or renewed for additional periods of up to thirty (30) days for reasons which, in the opinion of the University, are satisfactory.

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

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

XVI. HOURS OF WORK

1. Normal Hours. The normal hours of work for employees in the job titles other than those in level 300 and 301 shall be forty hours per week, eight hours per day and five days per week. The normal workweek starts with the commencement of the 1st shift on Sunday and ends with the closure of the 3rd shift on the following Saturday. The normal workday starts with the commencement of the 1st shift and ends with the closure of the 3rd shift.

The University reserves the right to make temporary work assignments outside an employee's regular schedule, and such assignments shall not be subject to the grievance procedure. An employee shall not be required to work such assignment unless the employee and the Union receive at least the following prior notice:

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

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

Employees who are given prior notice as noted above will be expected to be

present at the times and locations designated.

2. Overtime. Employees in levels 301, 302, 303, 304 and 305 shall be paid one and one-half their regular straight time hourly rate of pay for all work performed in excess of their regularly scheduled eight hours per day or forty hours per normal work week, without duplication. Employees who serve as part-time building guards (level 300) will receive time one and one-half for hours worked in excess of forty hours per normal work week or if they are ordered to work hours in excess of their regularly scheduled shift(s).

For the purpose of this Title, it is understood that the regular straight time hourly rate of pay used for the purpose of computing overtime shall never itself be increased by including it in any overtime, vacation pay, or any other premium pay, whether provided for in this Agreement or otherwise, or by adding such pay to the regular rate of pay. There shall be no pyramiding or duplication of overtime, vacation, or any other premium pay except when an officer consents to work a detail on a previously approved vacation, comp or personal day. Hours paid at overtime rates on one basis shall not be paid, or used to calculate, an additional overtime pay on another basis.

Nonscheduled overtime shall be divided as equally as efficient operations permit to all regular full time employees available to work such overtime, provided the employee is capable of performing the work. A list of all regular full time employees in the unit shall be maintained by the University, by seniority, showing the number of occasions when overtime was worked by each officer. This list shall be kept up to date, being no less than twenty-four hours in arrears of when overtime was worked, and shall be posted and available to all bargaining unit personnel.

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

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

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

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

Consistent with the above and consistent with past practice, the University shall have the right to designate which classification should perform the overtime assignment.

Paid vacation, bereavement and personal day will be considered time worked for the purposes of calculating overtime. Sick leave shall not be considered as time worked for the purposes of calculating voluntary shift overtime.

Part time employees will be paid straight time for all hours worked less than forty hours per week, except as noted under Article XVIII, Pay for Details.

Unless directed by their immediate supervisor, employees may not work more than a maximum of sixteen (16) hours per workday and eighty (80) hours per work week. The employee will share responsibility for ensuring that s/he does not exceed these hours' limits and may be subject to progressive discipline for non-compliance. Except in an emergency as designated by the Chief of Police, the Department cannot force an employee to work on both of his/her days off within his/her six (6) day work cycle.

Overtime equalization groups have been established as follows:

Group A: Employees in classifications included in Levels 301 through 305.

Group B: Employees in classifications included in Level 300.

3. Court and University Mandated Hearings. An officer who is required to attend court or hearings in which his/her presence is mandated by the University outside his/her regular shift shall be paid a minimum of four (4) hours pay at time and one-half, except when such appearance is required immediately before or after the officer's regularly scheduled shift, whereby the following will apply.

a. When such hours are less than or equal to four hours, an officer who is required to attend court hearings in which his/her presence is mandated by the University prior to the start of his/her shift will receive pay at the overtime rate for the hours involved preceding the regular shift. (Example: and employee is required to attend a proceeding two hours before his/her shift, the employee shall receive a

minimum of two hours pay at the overtime rate. An employee is required to attend a proceeding three hours before his/her shift, the employee shall receive a minimum of three hours pay at the overtime rate.)

b. An officer required to attend court or a hearing in which his/her presence is mandated by the University beyond his/her regular shift shall be paid at time and one-half for the time actually worked.

In the event that the officer's appearance outside of his/her regular shift requires less than four hours of the officer's time, the University reserves the right to require said officer to work the full four hour period.

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

5. Emergency Closing. Employees required to report to work or to remain at work during emergency closings of the University will be paid at double their regular rate.

6. Shift Substitution Procedure.

a) Any member of the bargaining unit may switch his/her days off with a member of equal rank (classification). To be eligible for a shift switch, an employee must provide written notification to his/her supervisor giving the reason for the request no less than twenty-four (24) hours prior to the start of the requested day off. No request shall be honored for the purpose of engaging in outside employment. A supervisor shall have the right to deny a switch request, if it would require overtime. An employee is limited to ten (10) shift switches per month, up to five (5) of which may be used in a minimum increment of down to no less than two (2) hours (i.e., less than eight [8] hours but not less than two [2] hours). This does not apply to switches for educational purposes.

b) In furtherance of this provision, Brown University and Brown University Security patrolperson's Association have agreed upon a work schedule to carry out the foregoing provision.

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

- c) Officers who agree to substitute with another officer shall report to duty at the scheduled time and will be held accountable for failing to do so. A substituting officer who fails to report for duty shall face disciplinary action and may receive serious disciplinary action, including up to one day suspension without pay and denied the opportunity to substitute with another officer for a period of six (6) months.
- d) If any issue arises by virtue of this provision, the parties agree to meet and attempt a resolution. In any event, the application of this provision is not grievable or arbitrable.

XVII. WAGE RATES

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

Employees in classifications included in Levels 300 through 305 whose regularly scheduled shift begins at or after 3:00 PM will be paid additional shift differential pay for each hour actually worked according to the following schedule

| | 7/1/19-6/30/22 |
|--------------------------|----------------|
| Second shift (1500-2300) | 90 cents |
| Mid shift (1900-0300) | \$1.00 |
| Third shift (2300-0700) | \$1.10 |

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

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

Communication Control Officers who are assigned to work shifts with a Public Safety (PSO) shall receive a \$3.50 per hour premium.

XVIII. PAY FOR DETAILS

1. Critical Details. To ensure that operationally significant details are filled, the Chief of Police may designate any detail as a “critical” detail. Critical details must be filled before any other paid details scheduled for the same day are offered to bargaining unit members; however, officers will not be required to forfeit a previously accepted detail for that same day. The Chief’s decision to designate a detail as a critical detail shall be based solely on operational and public safety considerations. The Chief shall designate a detail as critical at least seven (7) days prior to the event, if possible.

Examples of critical details may include, but are not limited to, the following: Campus Dance; Alpha Phi Alpha events; Sex, Power, God; Starf*ck; Spring Weekend, and high profile or controversial events including events that have an anticipated attendance of 500 or more.

The pay rate for critical details shall be the outside detail rate.

2. Non-University Sponsored Events. Employees will receive a minimum of four (4) hours pay at the rate of \$39.00 per hour or time and one-half, whichever is greater, for work on special details outside their normal work schedule.

The pay rate for details performed on University holidays shall be double time.

3. University Sponsored Events. Employees will receive a minimum of four (4) hours pay at the rate of time and one-half for work on special details outside their normal work schedule for University sponsored events.

If the Chief of Police or his designee determines that a University sponsored event requires security and/or campus police officer detail(s), such detail(s) shall be offered to BUSPA members prior to being offered to non-bargaining unit members.

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

4. Exception. The exception to Section 2 above is as follows. Employees working details shall be paid a minimum of four (4) hours pay at time and one-half except when such work is required immediately before or after the employee's regularly scheduled shift, whereby the following shall apply:

- a. Employees working a detail that commences less than three and a half hours prior to the start of their regular shift shall be paid time and one-half on a portal-to-portal basis for the hours actually worked preceding their regular shift.
- b. Employees working a detail that commences more than thirty minutes prior to the end of their regular shift shall be paid time and one-half on a portal-to-portal basis for the hours actually worked following their regular shift.

This provision is not intended to cover incidental task completion that goes beyond the end of the shift for which the regular overtime rules apply.

5. Retired Members' Ability to Work Details. During the term of this Agreement,

the parties agree to continue discussions concerning the possibility of implementing a Policy and Contract language permitting Retired Members to work Details under certain conditions, limitations, and requirements.

XIX. RETIREMENT PLAN

1. Brown University Retirement Plan. Employees hired before July 20, 2001 or those rehired on or after July 20, 2001 with applicable prior service who are working 1,000 hours or more per year will be able to participate in the Brown University Retirement Plan for Security Patrolpersons (hereinafter “the Plan”), a defined contribution plan, in accordance with the following.
 - a. Participation in the Plan is mandatory and begins after one year of eligible service.
 - b. An employee must contribute a minimum of 2% of eligible pay.
 - c. The University will contribute an amount equal to 8% of employee’s eligible pay. (If during the term of this Agreement the University increases its contribution factor to the Brown University Retirement Plan for non-exempt employees, the same improvement will be applied to employees covered by this Agreement.)
 - d. The University’s contributions increase by 2% on the first of the month following an employee’s attainment of age 55.
 - e. The University and employee contributions are immediately and fully vested.
 - f. All investment options provided for in the Plan will be available.
 - g. An employee must meet the Plan eligibility requirements as modified herein to be eligible.

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

2. Brown University Deferred Vesting Retirement Plan. Employees hired on or after July 20, 2001 who work 1,000 hours or more per year are eligible to

participate in the Brown University Deferred Vesting Retirement Plan (hereinafter “the DV Plan”), in accordance with the following.

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

| Employee Contribution Schedule. | The University’s Contributions if below age 55, or if age 55 or older with less than 10 years of Service. | The University’s Contributions if age 55 or older and 10 or more years of service. |
|---------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 0% but less than 1% | 6% | 8% |
| 1% but less than 2% | 7% | 9% |
| 2% or more | 8% | 10% |

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

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

- f. All investment options provided for in the DV Plan will be available.
- g. Must meet the DV Plan eligibility as modified herein to be eligible.

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

The University reserves the right to make modifications required by law and to choose which alternative when more than one is available.

- 3. Voluntary Retirement Contributions. Eligible employees may make voluntary retirement plan contributions to the plan for which they are eligible up to the maximum level specified by law.

XX. UNIFORMS AND PERSONAL APPEARANCE

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

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

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

2. Clothing Allowance. Full time employees will receive a clothing maintenance allowance of \$1200. Part-time employees' allowance will be determined as a pro-rated amount based upon the number of months they work and the number of hours worked per week. Allowance for fiscal year is payable in two equal installments on July 1 and January 1, or as close to these dates as is practicable.

Detectives' clothing maintenance allowance will be 25% above the allowance for

uniformed staff.

Employees absent from work for thirty-seven (37) continuous work days will not receive the clothing maintenance allowance for said period and continuing forward until he or she returns to regular duty. Employees so affected will receive the clothing maintenance allowance pro-rated to the week in which he or she returns to duty. Clothing allowances already paid will be deducted from the following payment.

XXI. TERMINATION

1. 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 reasonable notice of such intention to the Chief, provided that it shall not be a period less than two weeks. If such notice is not given by the employee, such employee shall not be entitled to receive compensation for any accumulated vacation rights to which he or she would otherwise be entitled.

2. Accumulated Vacation. 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 determined as aforesaid.

3. Severance Pay. In the event the employment of a full time employee 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 in lieu of any accumulated vacation pay as follows:

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

XXII. GRIEVANCES

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

An employee is entitled to have a Union representative present at an interview by the University which the employee reasonably believes might result in disciplinary action.

The following procedure shall be observed in handling grievances.

Step 1: The Union steward and the employee shall take up the matter with the immediate supervisor of the employee involved within three (3) business days after the occurrence giving rise to the grievance.

Step 2: If the grievance cannot be settled with the supervisor within seven (7) business days, the grievance shall be stated in writing and signed by the employee (if it is an individual grievance) within ten (10) business days after the occurrence giving rise to the grievance. The written grievance shall explain as specifically as possible the nature of the complaint and the contract provision affected, and shall be taken up at a meeting between a representative of the Union and the Chief. The meeting will be held within five (5) business days after having been requested.

Step 3: The grievance will be answered in writing at Step 2 within seven (7) business days after the second step meeting, unless the time is extended by mutual agreement of the parties. Either party may, by written notice to the other, demand that the grievance be submitted to Step 3 provided such notice is given within seven (7) business days after the answer at Step 2. Third step meetings should be taken up by the principal officers of the University and the Union or their designated representatives. The meeting under this Step shall be made within ten (10) business days from the request and the decision shall be given within seven (7) business days after the third step meeting, unless mutually agreed otherwise by the parties.

Step 4: If settlement is not reached in Step 3, and if the matter in dispute involves the interpretation or application of this Agreement, then either party may, by written notice to the other, demand that the grievance be submitted to arbitration provided that such notice is given within fifteen (15) business days from the date of the

University's decision in Step 3. Said written notice or appeal must include a specific statement of the issues, relevant contract provisions and remedies sought, and be submitted simultaneously to the American Arbitration Association and the University (or Union if appropriate). An arbitrator shall be appointed under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties.

2. General Policy Grievances. 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 behalf. General policy grievances shall be filed in writing at Step 2 of the procedure and signed by a representative of the Union within seven (7) business days of the event giving rise to the grievance or within ten (10) business days of the Union's knowledge of such event.

3. Pay for Grievance Time. Where Steps 1, 2, 3 or 4 of the grievance procedure take place during working hours, the University will pay for any regular straight time wages actually lost by the Union representatives and the employees involved in the grievance meetings.

4. General Provisions. The grievance and arbitration procedure 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 grievances 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 same and then submit a protest as a grievance. However, if an employee refuses to perform a task because of an unsafe condition or because of the unsafe condition of the equipment provided to perform the task and the employee's supervisor sends the employee home, the employee will be compensated for all lost time if the University Risk Management Chief determines that

the condition or equipment provided was in fact unsafe, or if the employee is successful in pursuing the grievance under the grievance procedures.

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

The time limits specified in this Section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the University and the Union. The terms "working day" and "working days" wherever used in this Title shall mean and include any calendar day other than a Saturday, Sunday or holiday. All grievance hearings, other than arbitration, shall be conducted between the hours of 9:00 AM and 5:00 PM.

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

XXIII. STRIKES AND LOCKOUTS

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

XXIV. NEGOTIATIONS

In case of any failure of the University and a negotiating committee of the Union to agree upon matters of concern to the general membership of the Union, the proposals, and counterproposals under discussion may be submitted in writing by either the University or the Union to all employees covered by this Agreement.

XXV. DISCIPLINARY PROCEDURE

1. Introduction. No employee who has completed the initial one (1) year probationary period shall be discharged or demoted without being afforded a hearing

under the procedure as set forth in this title.

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

2. Definitions.

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

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

4. Procedures for Serious Disciplinary Action.

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

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

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

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

6. Miscellaneous Provisions.

- a) Minutes will be kept at hearings to include the possibility of tape recording the proceedings.
- b) All disciplinary proceedings will be confidential except the results of the hearings.
- c) Any alleged offending officer may have a Union representative present at any disciplinary proceeding that he or she is required to attend.
- d) Whenever it is necessary and practicable to do so, the person or persons involved in the incident or incidents giving rise to the matter at issue will be asked to testify, and the alleged offending officer or his or her representative will be afforded an opportunity to ask questions to establish matters of fact.

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

employee who shall continue to be suspended without pay.

8. Due Process Guarantees.

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

XXVI. BULLETIN BOARDS

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

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

The posting of all material will be done with the approval of the Employee Relations Department.

XXVII. TUITION

1. Tuition Aid Program. Employees working at least 66.7% time per year who have been continuously employed at the University for the equivalent of four full years of continuous employment at the time of application are eligible to participate in Brown's Tuition Aid Program (TAP) in accordance with policy and procedures as established by the University. Natural or legally adopted dependent children of eligible employees must:

- Attend an institution eligible for federal Title IV Grants;
- Be enrolled full-time in an undergraduate degree program; and
- Be in good standing, and make normal academic progress as defined by the institution they attend.

Brown will pay up to \$10,000 per child per year towards the cost of undergraduate tuition only, for up to a total of four normal academic years. Employees will be taxed on tuition benefits according to IRS regulations. Tuition aid awarded by Brown will not exceed tuition costs for the institution attended.

If the University increases the TAP benefit for non-exempt staff the improvement will be extended to comparable bargaining unit members.

2. Employee Education Program. Eligible employees may receive tuition for courses in accordance with policies and practices of Brown's employee education program as revised from time to time by the University.

XXVIII. LEGAL REPRESENTATION

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

XXIX. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2019, and shall continue in effect until midnight June 30, 2022, and from year to year thereafter, unless no less than sixty (60) days prior to June 30, 2022, or any June 30th thereafter, either party gives notice to the other in writing of its desire to terminate or amend this agreement. If notice to terminate or amend is given by either party as aforesaid, this Agreement shall terminate as of June 30th of the year in which said notice is given, unless an Agreement is reached between the parties on proposed amendments before the date or unless the Agreement is extended beyond that date by mutual agreement between the parties.

XXX. CONFORMITY TO LAW

Should any part of this agreement be held to be illegal or in violation of Federal or State Statute by any court or authorized agency having jurisdiction thereof, the agreement shall be deemed to exclude such part and the balance of said agreement shall continue to be valid as though the objectionable part had never been included. The parties shall forthwith enter into negotiations for the purpose of eliminating such part by substituting language therefore which does not violate said statute or decision.

This agreement shall be superseded by any lawful regulation which is or may be imposed by any governmental authority having jurisdiction in the premises, to the extent that such regulation is in conflict with any of the terms or provisions of this agreement.

XXXI. SPECIALIZED ASSIGNMENTS

1. Whenever the Department determines that it will fill a specialized assignment it shall make an agency-wide announcement.
2. The announcement shall include a detailed description of the duties and responsibilities of the assignment as well as its shift.
3. Service in specialized assignments shall be year to year. For those officers serving in specialized assignments as of the date of the execution of this Agreement, the yearly term shall be July 1 to June 30.
4. Either the Department or the officer may terminate a specialized assignment at the conclusion of each year for any reason with thirty (30) days written notice. If neither party terminates a specialized assignment, it shall be automatically renewed for an additional year.
5. In addition, the first six (6) months of an officer's service in a particular specialized assignment shall be considered a trial period in such assignment. During this initial six (6) month trial period, the Department may terminate an officer's specialized assignment for any reason. Following the completion of the trial period, the Chief may also terminate an officer's specialized assignment mid-term for failure to meet his/her job

expectations; such decisions shall not be arbitrary, capricious and/or unreasonable.

6. Any employee serving in a specialized assignment shall receive a \$1.25 per hour premium when actually performing said duty. The "Field Training Officer" will receive a \$4.50 /hour premium when actually performing said duty and one (1) hour of compensatory time for every eight (8) hour shift worked as a Field Training Officer. Detectives shall receive a \$1.75/ hour premium when actually performing said duty.
7. An officer must submit a letter of interest to the Chief if he/she wishes to be considered for a particular specialized assignment.
8. Only an officer who has completed his/her initial one (1) year probationary period shall be eligible to serve in a specialized assignment, unless he/she is the only employee who submits a letter of interest to the Chief for such assignment.
9. Upon completion of a specialized assignment an officer shall be returned to his/her pre-specialized assignment shift.

XXXII. ENTIRE AGREEMENT CLAUSE

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

IN WITNESS WHEREOF, the parties have hereunto and to give counterparts hereof set their hands and seals, each by its officers thereunto duly authorize, this 26th day of September 2019.

For the University:

Captain [Signature]
Chanda Nageshulu
Margaret Mann
Wesley
James Flynn

For BUSPA:

[Signature]
Edward Nye
Michael Gue
Karen Burks
Richard Almeida

FIRMWIDE:165903665.1 053548.1011

Appendix A

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

| | |
|-----------|-------------------------------|
| Level 300 | Part time Building Guards |
| Level 301 | Full time Building Guards |
| Level 302 | Security Officer |
| Level 303 | Public Safety Officer |
| Level 304 | Communication Control Officer |
| Level 305 | Campus Police Officer |

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

An officer regularly assigned to duty as the Crime Prevention Officer, Fleet/Equipment Officer, Lead CCO and any other specialty position as designated by the Chief of Police will receive a \$1.25/hour premium when actually performing said duty.

Wages for the members of the Union shall reflect the following wage increases during the period of this Agreement, as reflected in the Wage Charts set forth further below:

- 7/1/19-6/30/20: 2.5% salary increase
- 7/1/20-6/30/21: 2.5% salary increase
- 7/1/21-6/30/22: 2.5% salary increase

BUSPA Wage Rates 2019-2022

Wage rates effective July 1, 2019 through June 30, 2020

| Level | Hire | 1 Year | 5 Years | 12 Years | 20 Years |
|-------|---------|---------|---------|----------|----------|
| 301 | \$14.67 | \$16.15 | \$18.39 | \$20.28 | \$20.69 |
| 302 | | | \$23.90 | \$26.09 | \$26.62 |
| 303 | \$18.95 | \$22.15 | \$24.20 | \$26.41 | \$26.95 |
| 304 | \$19.12 | \$22.33 | \$24.42 | \$26.66 | \$27.19 |

| Level | Hire | 1 Year | 3 Years | 5 Years | 7 Years | 12 Years | 20 Years |
|-------|---------|---------|---------|---------|---------|----------|----------|
| 305 | \$25.86 | \$26.50 | \$27.30 | \$27.97 | \$28.69 | \$31.11 | \$31.73 |

Wage rates effective July 1, 2020 through June 30, 2021

| Level | Hire | 1 Year | 5 Years | 12 Years | 20 Years |
|-------|---------|---------|---------|----------|----------|
| 301 | \$15.03 | \$16.56 | \$18.85 | \$20.79 | \$21.21 |
| 302 | | | \$24.50 | \$26.74 | \$27.28 |
| 303 | \$19.43 | \$22.70 | \$24.81 | \$27.07 | \$27.62 |
| 304 | \$19.59 | \$22.89 | \$25.03 | \$27.33 | \$27.87 |

| Level | Hire | 1 Year | 3 Years | 5 Years | 7 Years | 12 Years | 20 Years |
|-------|---------|---------|---------|---------|---------|----------|----------|
| 305 | \$26.51 | \$27.16 | \$27.98 | \$28.67 | \$29.41 | \$31.89 | \$32.53 |

Wage rates effective July 1, 2021 through June 30, 2022

| Level | Hire | 1 Year | 5 Years | 12 Years | 20 Years |
|-------|---------|---------|---------|----------|----------|
| 301 | \$15.41 | \$16.97 | \$19.32 | \$21.31 | \$21.74 |
| 302 | | | \$25.11 | \$27.41 | \$27.97 |
| 303 | \$19.91 | \$23.27 | \$25.43 | \$27.75 | \$28.31 |
| 304 | \$20.08 | \$23.47 | \$25.65 | \$28.01 | \$28.57 |

| Level | Hire | 1 Year | 3 Years | 5 Years | 7 Years | 12 Years | 20 Years |
|-------|---------|---------|---------|---------|---------|----------|----------|
| 305 | \$27.17 | \$27.84 | \$28.68 | \$29.39 | \$30.14 | \$32.68 | \$33.34 |

This Memorandum of Agreement is continued for the duration of the July 1, 2019-June 30, 2022 Agreement.

MEMORANDUM OF AGREEMENT

The University and B.U.S.P.A. agree that for the duration of the agreement expiring June 30, 1992, the work hours and shift schedule detailed below will remain in effect unless changed by mutual agreement between the parties.

Agreed to this 3rd day of April 1990, by;

For the University

For The Union

Howard Boland
Dennis Boucher

Zachary A. Fox, President
Nicolau Costa, Jr.

David J. Araujo
 Bruce W. Holt
 R. E. Machado

WORK SCHEDULE - CHANGE FROM 10 HOUR DAYS TO 8 HOUR DAYS

This agreement is based upon the premise that there would be a yearly wage assigned to each position within the Department. The officer's individual weekly paycheck would be a factor of that yearly wage.

Eight Hour Days

Four shifts: 0700-1500 / 1500-2300 / 1900-0300/ 2300-0700.

The personnel on each shift will be broken down into three groups. The individuals in these groups would work the same schedules and would have the same off days. This is a basic 4-2 schedule

| | <u>S</u> | <u>M</u> | <u>T</u> | <u>W</u> | <u>TH</u> | <u>F</u> | <u>S</u> | |
|---|----------|----------|----------|----------|-----------|----------|----------|----|
| A | W | W | W | W | O | O | W | 40 |
| B | W | W | O | O | W | W | W | 40 |
| C | O | O | W | W | W | W | O | 32 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|----|
| A | W | W | W | O | O | W | W | 40 |
| B | W | O | O | W | W | W | W | 40 |
| C | O | W | W | W | W | O | O | 32 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|----|
| A | W | W | O | O | W | W | W | 40 |
| B | O | O | W | W | W | W | O | 40 |
| C | W | W | W | W | O | O | W | 32 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|----|
| A | W | O | O | W | W | W | W | 40 |
| B | O | W | W | W | W | O | O | 40 |
| C | W | W | W | O | O | W | W | 32 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|----|
| A | O | O | W | W | W | W | O | 40 |
| B | W | W | W | W | O | O | W | 40 |
| C | W | W | O | O | W | W | W | 32 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|----|
| A | O | W | W | W | W | O | O | 40 |
| B | W | W | W | O | O | W | W | 40 |
| C | W | O | O | W | W | W | W | 32 |

MEMORANDUM OF UNDERSTANDING RE:
IMPLEMENTATION OF MID-SHIFT

This Memorandum of Understanding is entered into between Brown University (“the University”) and Brown University Security Patrol Person’s Association (“the Union”) this 26th day of July, 2005.

RECITALS

- A. The University and the Union have entered into a Collective Bargaining Agreement (“CBA”) for the period of July 1, 2004 through June 30, 2007.
- B. One of the agreed-upon changes to that CBA was the creation of the mid-shift.
- C. It is anticipated that the employees assigned to the mid-shift will work from 1900 hours to 0300 hours (7:00 p.m. to 3:00 a.m.).
- D. It is further anticipated that the mid-shift will eventually be staffed by three campus police officers (“CPOs”).
- E. Because of the shortage of staff and because this is a new shift being implemented for the first time under the CBA, the parties have entered into this Memorandum of Understanding with respect to the manner in which the mid-shift shall initially be staffed until there is a full complement of CPO’s necessary to staff the mid-shift.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by both the University and the Union, the parties hereto agree as follows.

- 1. The University shall implement the mid-shift when it deems appropriate, but in no event shall the mid-shift begin until after the most recently hired security officer (“SO”) completes his in-service field training.
- 2. The first position on the mid-shift shall be filled by an SO by way of a temporary assignment and in the manner set forth in #3 below.
- 3. The University shall first ask for volunteers from the rank of SOs to serve on the mid-shift. If more than one SO is interested in the position, then the SO with the most unit seniority shall receive the temporary assignment. In the event that no SOs are interested in the temporary assignment, then the SO with the least amount of unit seniority shall receive the temporary assignment.
- 4. It is anticipated that CPOs yet-to-be-hired will complete their necessary training (graduation from the Rhode Island State Municipal Academy and on-the-job field training) sometime after June 1, 2005. Once that training has been completed, then the assignments to the mid-shift will be put out to bid

for CPOs. Those assignments will be filled as all other assignments, i.e. by unit seniority.

5. If between now and the time the yet-to-be-hired CPOs complete their training the University decides that it needs an additional employee for the mid-shift, it will be filled on a temporary basis by an SO in the same manner as set for the in #3 above.
6. If at any time the filling of the mid-shift (either on a temporary or permanent basis) results in other personnel being removed from their current shift in order to satisfy the staffing needs of either the first, second or third shift, that assignment shall be deemed a temporary assignment so that once there is sufficient staffing to satisfy the needs of the University, the person who has been temporarily assigned shall be offered his/her previous assignment before it goes out to bid.

BROWN UNIVERSITY

By: _____

Steven M. Rotondo
Director of Labor Relations

BROWN UNIVERSITY SECURITY PATROL PERSON'S ASSOCIATION

By: _____

Karen Burks, President

Memorandum of Agreement
Off Hours Inclement Weather Procedures

In the event of inclement weather during periods outside of the University's regular business hours, the parties will abide by the following procedure.

1. The Chief or his designee will determine if conditions would warrant an administrative closing.
2. If the Chief or his designee determines that weather conditions would warrant an administrative closing employees who are working will receive pay in accordance with Article XVI, Section 5, Emergency Closings.
3. The decision of the Chief or his designee, both as to the initial determination and duration of the conditions warranting pay in accordance with item 2 above, are not subject to review or grievance.
4. This agreement may be revoked at any time by either party provided that there is two (2) weeks advanced notice and an opportunity to meet and confer prior to the effective date of revocation.

Calvin C. Watts, Jr.
For the Union

Paul Verrecchia
For the University

June 19, 2002
Date

Memorandum of Agreement
Between
Brown University and the Brown University Security Patrolpersons Association
(BUSPA)
04/22/05

In order to better ensure the safety of the University Community the parties hereby agree to the following.

I. Authority. The decision to authorize campus police officers to carry firearms during the course of their employment is wholly within the authority of Brown University. The University will have the discretion to determine which campus police officers will be authorized to carry firearms.

II. Initial Authorization. Prior to authorizing campus police officers to carry firearms, the Department will select training programs and screening criteria which each officer must complete.

A. The University will have the discretion to determine which campus police officers will be authorized to carry firearms while on duty. Campus police officers who are employed by the University as of February 28, 2005, and who are not authorized to carry firearms may exercise options as indicated below.

B. Psychological Testing.

1. Employees who score 3, 4 or 5 will pass.
2. Employees who score 2 will be addressed as follows.
 - a. If, on the basis of the evaluation the Department determines it is not in the best interests of the University that the employee be armed, s/he may elect to either take a position of SO, CCO or BG, without loss of seniority, compensation or benefits, and will be required to serve a six month probationary period (CCO only), or may exercise the option of voluntary termination in accordance with II. E (1) below. If the officer fails to successfully complete the probationary period s/he may elect to either take a position of SO or BG, without loss of seniority, compensation or benefits, or may exercise the option of voluntary termination in accordance with section II. E. (1) below. In the event that the employee elects to fill a position for which there is no current vacancy, then the University shall determine the position to be filled until such time that there is a vacancy for the desired position.

- b. Employees moved to other classifications in accordance with 1 above will not receive a wage increase until the salary of the position to which s/he has been placed exceeds their rate of pay.
- 3. Employees who score a 1 will be terminated. The University has reported that no employee has scored a 1 as a result of the psychological testing.

C. Firearms Training and Screening. Employees who fail to successfully complete firearms training and screening in accordance with the standards and criteria established by the testing agent or agency may exercise one of the following options.

- 1. Voluntary termination. 2 weeks of severance will be paid per year of service, calculated to the most recent quarter, capped at 26 weeks. Under this option the University will calculate the severance and other entitlements owed to the employee who will have 21 days to exercise the severance option. If the employee exercises this option, severance payments will be made on a weekly basis at the employee's regular rate until exhausted or until such time as the employee starts working in another position at Brown University, whichever comes first. Medical/dental insurance benefits, if continued, must be paid at the employee post tax rate through the period of severance in accordance with COBRA. If the employee opts not to accept a severance package within 21 days the offer will expire and may not be revisited.
- 2. Fill a Vacancy. The officer may elect to fill a vacancy in a position of CCO, SO, BG or PT-BG, without a reduction of seniority, and will be required to complete a six month probationary period (CCO only). If the officer fails to successfully complete the probationary period s/he may elect to fill another vacancy or be placed on the re-hire list in accordance with the following, though not for another CCO vacancy.
- 3. Re-Hire List. In the event that no vacancy exists, the employee will be placed on an unpaid leave and his/her name will be put on a re-hire list for two years to be contacted in the event that a vacancy occurs. If an employee fills a position from the re-hire list s/he will be credited with seniority for prior service and a six month probationary period will be served for the position of CCO, or any position if the employee has been on leave in excess of a six month period. In the event a person is offered and refuses to fill a vacancy, the University's obligation to that person will cease. The employee must place his name on a rehire list for each job classification which s/he wishes to fill. In the event there are subsequent lay-offs in the class(es) of position which the employee is interested in filling, the employee's total unit seniority will be credited towards his right to be rehired.

D. Other Training. Employees who fail to successfully complete the pre-arming training program may exercise the options available in II. C, above.

E. Other Circumstances. Notwithstanding the above, should the University exercise its discretion to not arm a campus police officer who is employed by the University as of February 28, 2005, without cause or for reasons other than those listed in paragraphs II. B, C or D, the employee may exercise one of the following options.

1. Voluntary termination. The employee may exercise the option of terminating his/her employment with (i.) 1 month of severance pay plus (ii.) an additional 2 weeks of severance per year of service, calculated to the most recent quarter, up to a maximum of 52 weeks for the total combined severance benefit. Under this option the University will calculate the severance and other entitlements owed to the employee who will have 21 days to exercise the severance option. If the employee exercises this option, severance payments will be made on a weekly basis at the employee's regular rate until exhausted or until such time as the employee starts working in another position at Brown University, whichever comes first. Medical/dental insurance benefits, if continued, must be paid at the regular employee rate through the period of severance. If the employee opts not to accept a severance package within 21 days the offer will expire and may not be revisited.
2. Re-assignment. The employee may elect to be re-assigned to another class of position in the bargaining unit without loss of seniority, compensation or benefits. If the employee is re-assigned to the job of CCO, the officer will be required to complete a six month probationary period. However, if the employee fails to successfully complete the probationary period (except in circumstances warranting termination under the just cause provisions of the contract) s/he will be re-assigned to another position in the bargaining unit and, in any event, compensation will continue at the rate of a campus police officer (including regular salary increases and benefits) until the employee leaves the position for reasons such as promotion, voluntary transfer, quit or retirement. In the event that the employee elects to fill a position for which there is no current vacancy, then the University shall determine the position to be filled until such time that there is a vacancy for the desired position.

III. Continued Authorization. Following the initial authorization, the University will retain the discretion to revoke authority of a campus police officer to carry a firearm for any reason, including failure to successfully complete continued training, failure to

follow proper procedures, misconduct on or off duty, or any other factor that leads the Chief to question whether it is in the best interest of the community that the officer be armed. In the event that the University revokes a campus police officer's authorization to carry a firearm while on duty, the following will apply.

A. Firearms Training and Screening. Employees who are campus police officers as of February 28, 2005, who fail to successfully complete firearms training and screening in accordance with the standards and criteria established by the testing agent or agency may exercise one of the following options, otherwise his/her employment with the University will be terminated.

1. **Fill a Vacancy.** The officer may elect to fill a vacancy in a position of CCO, SO, BG or PT-BG, without a reduction of seniority, and will be required to complete a six month probationary period (CCO only). If the officer fails to successfully complete the probationary period s/he may elect to fill another vacancy or be placed on the re-hire list in accordance with the following, though not for another CCO vacancy.
2. **Re-Hire List.** In the event that no vacancy exists, the employee will be placed on an unpaid leave and his/her name will be put on a re-hire list for two years to be contacted in the event that a vacancy occurs. If an employee fills a position from the re-hire list s/he will be credited with seniority for prior service and a six month probationary period will be served for the position of CCO, or any position if the employee has been on leave in excess of a six month period. In the event a person is offered and refuses to fill a vacancy, the University's obligation to that person will cease. The employee must place his name on a rehire list for each job classification which s/he wishes to fill. In the event there are subsequent lay-offs in the class(es) of position which the employee is interested in filling, the employee's total unit seniority will be credited towards his right to be rehired.

B. Other Training. Employees who are campus police officers as of February 28, 2005, and who fail to successfully complete ongoing training programs, may exercise the options available in III.A. above. (Officers who are unable to participate in ongoing training as a result of absence due to injury or illness, will be required to successfully complete said training as soon as is practicable. Under such circumstances the University may choose to either return the officer to full duty; or place the officer in an un-armed position until such time as s/he can participate in the missed training program, but without loss of seniority, salary and benefits.)

C. Without Cause Revocation. Without cause revocation of the authority to carry a firearm is at the discretion of the University and, therefore, is not based on a “just cause” standard. An employee whose authorization is revoked without cause may exercise one of the following options.

1. Voluntary termination. The employee may exercise the option of terminating his/her employment with (i.) 1 month of severance pay plus (ii.) an additional 2 weeks of severance per year of service, calculated to the most recent quarter, up to a maximum of 52 weeks for the total combined severance benefit. Under this option the University will calculate the severance and other entitlements owed to the employee who will have 21 days to exercise the severance option. If the employee exercises this option, severance payments will be made on a weekly basis at the employee’s regular rate until exhausted or until such time as the employee starts working in another position at Brown University, whichever comes first. Medical/dental insurance benefits, if continued, must be paid at the regular employee, rate through the period of severance. If the employee opts not to accept a severance package within 21 days the offer will expire and may not be revisited.
2. Re-assignment. The employee may elect to be re-assigned to another class of position in the bargaining unit to be determined by the University without loss of seniority, compensation or benefits. If the employee is re-assigned to the job of CCO, the officer will be required to complete a six month probationary period. However, if the employee fails to successfully complete the probationary period (except in circumstances warranting termination under the just cause provisions of the contract) s/he will be re-assigned to another position in the bargaining unit and, in any event, compensation will continue at the rate of a campus police officer (including regular salary increases and benefits) until the employee leaves the position for reasons such as promotion, voluntary transfer, quit or retirement.

D. For Cause Revocation. In the event that revocation of the authority to carry a firearm occurs for cause, the employer/employee relationship may be terminated. “For cause” may include on or off duty misconduct, unsatisfactory performance, or failure to follow proper procedures. Under this provision, if the matter is submitted to the grievance and arbitration provisions of the contract, the authority of an arbitrator will be strictly limited to the following.

1. If, after a review of the facts, the arbitrator determines that there are valid reasons to revoke the authority to carry a firearm, the decision to terminate cannot be disturbed.

2. If, after a review of the facts, the arbitrator determines that no misconduct, unsatisfactory performance, failure to follow procedures, etc., has occurred, or that the infractions were of a kind and level which make the decision to revoke authority without cause, the only remedy may be to order or permit the exercise of the options contained under the without cause revocation language above, and to order other appropriate discipline and back pay and benefits less interim earnings if appropriate.

E. Nothing contained herein will be construed to permit an arbitrator to disturb the University's decision to revoke an officer's authority to carry a firearm.

IV. Disciplinary Proceedings. When a disciplinary proceeding is initiated under Article XXV of the Contract, and where there is question of improper use or handling of a firearm, or a question of judgment of an officer vested with the authority to carry a firearm, the Chief may invoke the without cause revocation process above pending the outcome of the disciplinary process. Nothing contained herein will preclude the Chief from placing an employee on administrative leave with pay pending the outcome of a disciplinary matter.

Agreed to on this 27th day of April, 2005.

For the Union:

For the University:

Karen L Burks

Mark J. Porter

Louise M. McLaughlin

Emil Fioravanti

Steven M. Rotondo

SIDE LETTER OF AGREEMENT

Brown University and BUSPA hereby agree to the following:

1. The Department will utilize a new Public Safety Officer designation to describe Security Officers who may be assigned to perform the duties of both the Security Officer and Communication Control Officer positions.
2. The Department shall fully train Security Officers who are designated as Public Safety Officers with respect to both the duties and responsibilities of the current Security Officer and Communication Control Officer positions.
3. Upon the execution of this Agreement, the following bargaining unit members agree to volunteer to be designated as Public Safety Officers upon the execution of this Agreement:

Justin Pace

Jason Clapprood

Mark Perry

4. On July 1 of each year, all Public Safety Officers shall receive a lump sum bonus of \$250 dollars less federal and state taxes. On January 1 of each year, all Public Safety Officers shall receive a lump sum bonus of \$250 dollars less federal and state taxes.
5. Following the execution of this Agreement, any current Security Officer (not listed in paragraph 3) may volunteer to be designated as a Public Safety Officer. The effective date for such designations shall be either April 1 or October 1. Those Security Officers designated as Public Safety Officers shall receive a one (1) time lump sum signing bonus of \$750 dollars less federal and state taxes. For the purpose of this paragraph, the term "current Security Officer" shall be defined as any individual serving in the Security Officer classification as of July 1, 2016. This section only applies to those current Security Officers who become Public Safety Officers on July 1, 2016 or thereafter.
6. The lump sum bonuses included in paragraph 4 and 5 above shall not be included in the officers' base wage rate for any purpose, including, but not limited to calculating overtime pay rates and retirement contributions.
7. The Department shall designate all Security Officers who are hired following the execution of this Agreement (including CCO who transfer to SO positions) as Public Safety Officers.

8. The bargaining unit members named in paragraph 3 above shall be allowed to opt out of their designation as Public Safety Officers as the Department hires new Public Safety Officers on a one-for-one basis.
9. The Department shall assign Public Safety Officers as well as the Supervisor of the Communication Control Center during his/her regularly scheduled work hours to perform the duties of a Communication Control Officer at its sole discretion including to backfill Communication Control Officer absences to avoid overtime.
10. At such times when ten (10) or more active bargaining unit members are designated as Public Safety officers (volunteers or new hires), the Department will not utilize the Supervisor of the Communication Control Center to backfill absences to avoid overtime - the Supervisor shall continue to be utilized to fill-in for breaks and reliefs.
11. The Department agrees to assign each Public Safety Officer to perform the duties of a Communications Control Officer a minimum of sixteen (16) hours per month to maintain his/her skill level.
12. The Department reserves the right to train and utilize non-bargaining unit members to perform the duties and responsibilities of Communication Control Officers. The Department shall not utilize non-bargaining unit members other than the Supervisor of the Communication Control Center to circumvent communications center overtime and/or reduce the number of Communication Control Officers and/or Public Safety Officers.
13. Communications center overtime shall be distributed/assigned in the following manner:
 - Communication Control Officers will be given the first opportunity to volunteer for overtime;
 - Public Safety Officers will be given the second opportunity to volunteer for overtime;
 - If no Communication Control Officer(s) or Public Safety Officer(s) volunteers for overtime, the Chief may utilize non-bargaining unit members to perform such work; and
 - If no non-bargaining unit member is available to perform such work, the Chief may order the Communication Control Officer(s) with the least overtime hours worked to perform the overtime shift(s) in question.

14. The Chief reserves the right to rescind a Security Officer's designation as a Public Safety Officer provided that his decision to do so is not arbitrary, capricious and/or unreasonable.
15. Nothing in this Agreement shall be construed as a minimum staffing requirement, a guarantee to offer overtime and/or a guarantee that the department must designate any Security Officers as Public Safety Officers. Instead, the parties agree that the Chief shall retain the sole discretion to make such determinations except as expressly provided herein.

For the University:

For BUSPA:

Paul S. Mancini

Justin Pace

Date: August 3, 2016