BROWN UNIVERSITY’S PROPOSED
MEMORANDUM OF AGREEMENT

WITH

UNITED SERVICE AND ALLIED WORKERS – RI DINING UNIT

(October 22, 2018)

This is a comprehensive offer that must be accepted in whole by USAW for the individual terms described herein to take effect.

1. Pension

Amend Article VIII, Working Conditions, Section E, as follows:

"E. Pension Plan. The University shall continue to provide coverage, at no cost to member employees, under the Pension Plan described in the booklet prepared by the University. The Pension Plan is a defined benefit plan providing eligible employees a monthly benefit calculated as follows: one and seventy-two hundredths of one percent (1.72%) of the average monthly compensation received (based on best five years) multiplied by the employees total number of years of credited service. Effective on January 1, 2008, the retirement multiplier shall be increased to 1.74%. Effective on January 1, 2014, the retirement multiplier shall be increased to 1.78%. Effective on January 1, 2019, the retirement multiplier shall be increased to 1.81%.

2. Classification and Wage Rates

Amend Article XXII as follows:

2.50% ATB increase first contract year, 2.25% second year, 2.50% third year.

3. Vacation

Amend Article XXVII as follows:

Employees with specific requests for vacation outside of applicable academic recess periods should submit same to their immediate supervisor who will make every effort to grant the request subject to service requirements. In the case of conflict between employees in the same job classification, the employee with the greatest overall bargaining unit seniority shall be given preference provided that the request is received at least 30-45 days in advance. Vacation requests made in
accordance with this paragraph will not be approved more than 30-45 days in advance. The University shall respond to said request within 5 days.

4. **Summer Employment**

*Amend Article XXXIII, Summer Employment, as follows:*

“**5. Honor seniority in classification as it relates to moving staff to a preferred shift.**”

5. **Temporary Vacancy**

*Amend Article XXXVI, Temporary Vacancy, as follows:*

When it is documented that a permanent position in Dining Services will be vacant for a period of two (2) weeks or more, the Department shall post such temporary vacancies in accordance with the following rules:

- The Department shall have full discretion to determine whether employees may leave small operations (less than 10 employees) to fill such temporary vacancies;

- The Department will post such temporary vacancies in small operations, if a shift in such operations are down 1 or more employees; and

- The Department will post such temporary vacancies in its 2 large operations (the VW and the Refectory), if a shift in such operations are down 2 or more employees.

- The Department will post such temporary vacancies if a shift in such operation is down one or more people.

6. **Contract Duration**

*Amend Article XL – Effective Date and Duration of Agreement, 1st paragraph as follows:*

“This Agreement shall become effective on November 1, 2015 **November 1, 2018** and shall continue in effect until midnight, November 1, 2018 **November 1, 2021**, and from year to year thereafter, unless not less than sixty (60) days prior to November 1, 2015 **November 1, 2021**, or to any November 1st 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 November 1st of the year in which said notice is given, unless an agreement is reached between the parties on proposed amendments before that date or unless this Agreement is extended beyond that date by mutual agreement between the parties.”
7. Side Letter

2018-2021 SIDE LETTER OF AGREEMENT

The University agrees to create two (2) Cook 100% time positions at the Refectory; one (1) Cashier 100% time position at VW; two (2) new FSW 100% time position; upgrade six (6) FSW 79% time positions to 100% time positions; one (1) FSW upgrade to Lead FSW at the Refectory 100% time position; one (1) FSW upgrade to Cook’s Helper 100% time at the VW; five (5) FSW 63% time positions to 79% time positions; two (2) Cook’s Helper 79% time position to 100% time positions; one (1) Driver’s Helper 79% time position to 100% time position; one (1) Light Truck Driver Receiver 79% time position to 100% time position.

8. Side Letter

2018-2021 SIDE LETTER OF AGREEMENT

The University agrees to create a summer per diem program and make a good faith effort to offer 10 positions running from last week of June to first week of August subject to business volume and needs.

9. Side Letter

2018-2021 SIDE LETTER OF AGREEMENT

In lieu of the annual barbeque, employees will receive a paid day off on the first Friday after Memorial Day. Additionally, employees will receive a paid day off the first Saturday after Memorial Day.

10. Side Letter

2018-2021 SIDE LETTER OF AGREEMENT

The University agrees to amend Article XXIII “Hours of Work and Overtime” to remove the word “unit” after successful implementation of the new overtime scheduling automated system. Additionally, employees will need to be appropriately trained and familiarized with the responsibilities of each unit.

[Signatures]

10-22-18

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