

COLLECTIVE BARGAINING AGREEMENT

Between

BROWN UNIVERSITY

AND

UNITED SERVICE AND ALLIED WORKERS - RI
LIBRARY UNIT

October 1, 2010 to September 30, 2014
Providence, Rhode Island

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THIS AGREEMENT made as of this 8th day November 2010, by and between BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND, AND PROVIDENCE PLANTATIONS, hereinafter called the "University" and UNITED SERVICE AND ALLIED WORKERS - RHODE ISLAND, hereinafter called the "Union".

WITNESSETH:

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

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

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

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

1. **Recognition of the Union.** The University recognizes the Union as the sole collective bargaining agent for all full-time and regular part-time non-appointed staff employees employed by the University at the Rockefeller Library, the John Hay Library, Sciences Library, and Orwig Music Library who work at least 15 hours per week on a regular basis in the job classifications set forth in Section 14 of this Agreement, but excluding all other employees, all appointed and managerial staff employees at the University Libraries, the Administrative Secretary and Clerk III - Administration in the Library Administration Department, the Secretary to the Librarian of the John Hay Library, the Secretary to the Sciences Librarian and all other confidential employees, student employees, limited duration employees, guards and watchmen, and supervisors as defined by the Act.

The University agrees that the Union may appoint three Stewards for the Rockefeller, John Hay and Sciences Libraries. One of these three stewards may be designated by the Union as Chief Steward. The University shall be notified in writing of these assignments and any changes therein. Subject to prior arrangements with the immediate supervisors of the steward and the employee involved, a steward may confer during working hours for a reasonable time with an employee covered by this Agreement in connection with the investigation and processing of grievances without loss of pay to either. Subject to prior arrangements with his or her supervisor each of the three Stewards shall be allowed, without loss of pay, up to a maximum of four and one half (4.5) hours each of regular working time per month, to confer with Union members on Union business during working hours.

The Union may appoint one Library Unit employee to the University Benefits Review Committee.

2. **Employment Management.** The parties agree that operation of the Library and 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 orderly and effective work; the determination of what duties shall be performed and of employee competency; the hiring, transfer, promotion, demotion, layoff and discharge or suspension of employees for just cause without regard to Union membership and without discrimination; and the right to discuss terms and conditions of employment directly with employees and to inform them directly concerning employment matters, are privileges of the University. None of these rights shall be exercised in an arbitrary manner.

The University at its discretion may employ its students without reference to this Agreement. The term "student" shall be defined as persons enrolled in a degree program at Brown and taking a course load or the equivalent equal to half or more of the normal academic program for such degree. The University will not lay off or dismiss a regular or regular part time employee for the purpose of hiring a student. It is the policy of the

University's Library not to utilize student employees for the specific purpose of eroding the bargaining unit personnel complement.

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 unit employees for collective bargaining and in dealing with individual grievances shall be observed.

3. **Seniority.** A seniority listing will be maintained by the University listing all employees covered by this Agreement and upon request, but not more often than three times a year, the Union may obtain a copy thereof. In the event that a layoff becomes necessary due to lack of work, employees shall be laid off in the order inverse to that in which they were hired, that is, employees last hired shall be first laid off. When re-hiring takes place those employees laid off last shall be re-hired first, provided that each such employee shall accept the re-hiring within three days after notice and shall report for work within fourteen days after notice that he or she will be re-hired, and no new employee shall be hired until the list of qualified former employees has been first exhausted provided, however, that the University reserves the right to recall employees for work without regard for seniority when it is demonstrated that such employees possess necessary qualifications to perform needed functions and senior employees capable of performing said functions are not available. If an employee is unable, for good cause, to respond to a recall, his/her rights under this provision will continue. An employee who has been employed for three or more months shall not be laid off without two weeks prior notice unless paid wages for two normal work weeks.

An employee's seniority rights under this agreement will terminate (a) after being laid off for a period of one year or time equal to unit seniority, whichever is less; (b) upon being discharged for cause; (c) upon voluntarily terminating employment; (d) retirement; (e) absence of five (5) working days without notifying the University; (f) failure to return to work following expiration of an approved leave of absence; or (g) as specifically provided for in other sections of the Agreement.

If an employee can show good cause for failure to notify the University of absence of five (5) working days, or failure to return to work upon expiration of an approved leave of absence, the employee's seniority shall be reinstated pursuant to this Agreement.

In the event a regular employee resigns from a position covered by this Agreement and thereafter returns, within one year, to that same position or any other position covered by this Agreement, the University will reinstate that employee's seniority earned prior to resignation if it should decide to re-hire that employee. For purposes of this provision, said employee will be given consideration over external applicants.

In the event an employee covered by this Agreement becomes a

regular employee as defined in Section 4 below, the seniority of that employee for the purposes of this Agreement shall continue without interruption. In the event an employee transfers into a position covered by this Agreement from a position not covered by this Agreement, such employee's seniority for purposes of layoff and recall shall commence with the employee's first day of employment in the position covered by this Agreement.

4. **Definition of Employees.** For the purpose of this Agreement, "regular employees" means those employees who have satisfactorily completed three months of service in a position covered by this Agreement and who work at least twenty-five (25) hours a week; and "regular part time employees" means those employees who have satisfactorily completed three months of service in a position covered by this Agreement and who work at least fifteen (15) hours a week, but less than twenty-five (25) hours a week. The normal three-month probationary period shall apply to all employees covered by this Agreement. By mutual agreement between the University and the Union an employee's probationary period may be extended and during such extension period the employee will remain a probationary employee for purposes of this Agreement. Upon satisfactory completion of the extended probationary period, the employee shall receive his/her probationary increase, if applicable, pursuant to Section 14 of the Agreement, retroactive to the normal probationary period completion date.

Prior to the completion of such three months employment, any employee may be terminated by the University at any time without reference to the seniority provisions or grievance procedures set forth in this Agreement provided a one week notice is given to said employee except in cases warranting immediate discharge. Except for termination, probationary employees will have the same rights to use the grievance procedure as regular employees. Upon the satisfactory completion of three months service, the employee will be advised as to his or her job classification and rate of pay under this Agreement and his or her seniority under this Agreement shall date from that employee's first day of work. Thereafter, the employee's performance shall be reviewed on an annual basis by the employee's supervisor who shall discuss the review with the employee and show the employee his or her performance review sheet. The employee shall be given a copy of the review.

5. **Union Membership.** All present employees covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement and all other employees covered by this Agreement who during the term of this Agreement become members of the Union in good standing shall, as a condition of continued employment, retain their membership in the Union in good standing during the term of this Agreement. The obligation to maintain good standing in the Union is defined as the duty to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

All present employees covered by this Agreement who are not members of the Union and who have been employed by the University since May 10, 1973, and all new employees covered by this Agreement and hired after the date of execution of this Agreement shall as a condition of continued employment become members of the Union in good standing on or after the 30th day following the beginning of such employment or on or after the 30th day following the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in the Union in good standing during the term of this Agreement. The obligation to become a member of the Union in good standing and to maintain good standing in the Union is defined as the duty to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

In accordance with the Memorandum of Agreement dated November 17, 1976, certain employees were given the option of joining the Union, under the union security clause, or not, but, if they did not join the Union they were required to pay to the Union a fee equal to the Union's regular monthly dues as a condition of employment. In addition, certain employees are not required to become members of the Union as a condition of employment pursuant to the Agreement between the parties in a Memorandum of Agreement dated October 10, 1975. The above provisions are to be continued and shall be in full force and effect for the term of the current Agreement.

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 Paragraph 1 of this Section 5 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 Paragraph 2 of this Section 5 and shall request the discharge of such employee, the University and the employee shall be so notified by the Union in writing and the University shall have thirty (30) calendar days following receipt of such notice within which to discharge such employee. If during such 30 day period the employee shall pay or tender his or her initiation fees and/or delinquent dues as the case may be, the University shall not be required to discharge such employee.

The Union shall indemnify and save the University harmless against any and all claims, demands and other forms of liability that may arise out of any action taken by the University in fulfilling the terms of this Section 5.

Upon receipt of a valid assignment in writing, in a form approved by the University, executed by an employee assigning a portion of his/her wages to the Union for payment of dues and of an initiation fee, the University shall cooperate with the Union in the collection of the initiation fee

and its dues, by recognizing such assignment and by deducting the amount assigned from the wages paid each employee, who makes such assignment. Provided an employee's monthly dues can be divided into two equal deductions, the University will deduct from the wages paid each employee, who makes such assignment, on the University's first regular semi-monthly payday in each calendar month one-half the monthly dues and thereafter on each regular payday an equal amount. Should the University convert to biweekly payroll, the University will deduct on the first regular biweekly payday in each calendar month one-half the monthly dues and on the second regular biweekly payday in each calendar month one-half the monthly dues. Should there be a third payday in the same month, no dues will be deducted. Said deductions shall begin on the first regular payday in each calendar month which starts one or more days after the receipt by the University of said assignment and shall continue thereafter so long as specified in the assignment or until receipt of instructions from the assignor to the contrary. All sums so assigned shall be paid by the University to the Union 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.

Union stewards will be allowed to hold a group orientation meeting no more than nine (9) times per year with new employees during the first three months of employment. Prior notice and arrangement of a mutually satisfactory time and place for these orientation meetings will be given to the Library's administration.

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

Step 1: The Union Steward and employee shall take up the matter with the immediate supervisor of the employee involved. If the matter is not settled as a result of their discussion, the Steward will submit the grievance to the immediate supervisor in writing within ten (10) working days after the occurrence first giving rise to the grievance, explaining as specifically as possible the nature of the complaint and the contract provision affected. The immediate supervisor shall give a written answer to the written grievance within three (3) working days after receiving the written grievance.

Step 2: If the grievance is not adjusted, it shall be taken up at a meeting between a representative of the Union and the department head concerned, or her/his designated representative, provided the request for a meeting is made in writing five (5) working days after the Step 1 answer. The meeting will be held within five (5) working days after having been requested. The department head shall give a written response within four (4)

working days. If the department head is the same person as the immediate supervisor, Step 2 shall be omitted.

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

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

Special Procedure in Discharge Cases. The procedure set forth above will be modified in discharge cases as follows: The University agrees that, subject to the right of suspension by the University, no employee covered by this Agreement will be finally discharged without being given a hearing, provided that a request for a hearing is presented in writing and signed by the affected employee within three (3) working days after notice of suspension and/or discharge has been tendered to the employee and the Chief Steward. Any such request for hearing shall constitute a grievance entered at Step 2 and be handled as hereinafter provided.

- (a) The Step 2 meeting will be held within three (3) working days after having been requested.
- (b) The University's answer in Step 2 will be given within three (3) working days after the Step 2 meeting.
- (c) The Step 3 meeting will be held within five (5) working days after having been requested.
- (d) The University's answer in Step 3 will be given within ten (10) working days after the Step 3 meeting.
- (e) Otherwise the procedure will be as above.

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

Warnings shall be considered current and in effect from the time of their issuance according to the following schedule: three (3) months of time actually worked for oral notices; six (6) months of time actually worked for written notices, provided further that the parties may agree to a longer period in individual cases as conditions warrant. The periods above will only be adjusted when an individual is out of work for five (5) or more days consecutively. A copy of each written warning will be sent to the Union.

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

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

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

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

The Library system is obligated to function during its scheduled hours regardless of shortages in staff due to unforeseeable conditions such as illness or weather emergencies, etc. and is subject to seasonal and unpredictable fluctuations in use. At any time it may be faced with temporary increases in work and may thus request employees covered by this Agreement to cope with such increases in work. An employee who feels aggrieved by an order to perform such work shall not refuse to perform the

task; but shall perform the same and then submit any complaint as a grievance. Otherwise a refusal shall be grounds for discharge and shall be subject to the grievance or arbitration procedure.

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

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

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

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

8. **Payroll Period.** The parties agree the University may convert to a biweekly pay schedule during the term of this agreement, provided all other semi-monthly employees also convert.

9. **Working Conditions.** The University agrees to maintain the following provisions relating to working conditions insofar as circumstances permit. If circumstances develop which, in the judgment of either the University or the Union, warrant changes in these provisions, readjustments shall be worked out through the process of collective bargaining. Since changes may be warranted by circumstances beyond the control of either the University or the Union, either is entitled to request consideration of proposals to revise these provisions at any time. Such requests are to be made in writing, and agreed changes may be made without the necessity of otherwise revising this basic Agreement.

(a) *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, marital status, sex, political affiliation, sexual orientation, handicap or status as a disabled or Vietnam Era Veteran. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay and other forms of compensation; and selection for training.

(b) *Employment, Transfer, Promotions.* Qualified present employees shall be given preference over applicants for work when jobs are available. When it is necessary for the University temporarily to transfer an employee to another job in the Library System the employee shall receive his or her regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred shall be entitled only to the rate of pay for the jobs to which they are transferred.

An employee newly hired must remain in position for one year before being eligible to apply for another position. Requests for exceptions shall not be arbitrarily denied.

For the purposes of this Agreement, a "promotion" shall be defined as the advancement by an employee within the bargaining unit to a higher paying job classification covered by this Agreement, and a "transfer" shall be defined as the move by an employee within the bargaining unit to a job classification covered by this Agreement which is in the same or lower pay scale as the employee's present position.

All bargaining unit job vacancies which result from new construction, termination, retirement or death will be posted in a timely manner on the employee bulletin boards throughout the University for a period of five (5) working days. The postings will list position, salary, hours, and job requirements. Employees interested in applying for such posted job or jobs shall express their interest in writing to the University's Human Resources Office, stating their qualifications for the posted job or jobs. Except in cases of emergency or after consultation with the Business Agent or Chief Steward of the Union, no person shall be hired for a posted job until the expiration of the posting period. The Human Resources Office shall schedule any necessary interviews and the Library shall inform the employees in writing of their acceptance or rejection for the posted job or jobs.

The University will recognize the seniority principle with respect to filling vacancies within the bargaining unit. When the ability, training, skill and other relevant qualifications of applicants are considered equal, the University will give preference to the applicant having the longest bargaining unit seniority.

All promotional and transfer tests to determine the ability, training, and skill of an applicant for a vacancy shall be job related and objective. Tests shall be given, if at all, on a consistent basis and shall be designed to

determine ability and not designed to exclude individuals without direct experience.

If a unit employee is promoted or transferred, that employee shall serve a probationary period on the new job and said probationary period will not exceed that required of a new hire. The employee will be informed that the probationary period is over. If the promoted or transferred employee is removed from the new job during the probationary period, or in the case of an employee temporarily promoted or transferred, when the temporary term expires, the employee shall be returned to his/her former job, if available, or to an available equivalent one without loss of seniority or benefits. If the employee's former job or an equivalent one are not available, the University agrees to continue the employee's salary at the rate of the former job until the employee is returned to the former position or an equivalent one, but in any event not for more than twelve (12) months from the date of the original promotion or transfer, or in the case of an employee's temporary promotion or transfer, six (6) months from the final date of the temporary job. If by the end of either the twelve (12) months or six (6) months period, whichever is applicable, the employee has not been either returned to the former position or an equivalent one, or applied for and obtained a bargaining unit position, the University's obligation to the employee will terminate.

Any employee working in a temporary position is not eligible to apply for promotion or transfer until the final 30 days of his/her temporary employment, or twelve (12) months in the position, whichever occurs first. During the three months immediately following an employee's termination he/she will be notified by the University of Library vacancies. Thereafter, it is the employee's obligation to contact the University's Human Resources Department if he/she is interested in applying for the position.

If a unit employee accepts a transfer or promotion to a defined term position (a position funded for a specified period of time from moneys outside the Library's budget), the position from which he/she was transferred or promoted will be either filled on a temporary basis or held open until the termination of the defined term position. If any defined term position is extended, the employee presently occupying said position will be continued until the extended expiration date. If the employee accepts another position and successfully completes the probationary period, the University will no longer be obligated to reserve the position from which he/she was initially transferred or promoted.

A Limited Duration Employee shall be hired for a period of not more than ninety days. Employees hired into the library on the Limited Duration Payroll who become regular employees under this agreement will have, for purposes of seniority, vacation and sick time, from their initial date of hire. Vacancies within a department which the University intends to fill through the Limited Duration Payroll will first be offered to qualified employees within the bargaining unit. Eligible employees will be notified of such vacancies and shall

indicate within two (2) working days that they wish to be considered for the position. If there is more than one qualified candidate, the position will be filled on the basis of seniority. If the University deems it necessary to fill any vacancy created by the application of this provision, the vacancy will be filled by bargaining unit members if it represents a promotional opportunity for a qualified employee or additional hours for a qualified part-time employee or, if not, by an LDE.

The determination as to whether an employee covered by this Agreement is qualified for promotion or transfer shall rest with the University but this determination shall be subject to the grievance and arbitration procedure set forth in this Agreement upon a complaint duly submitted by an employee covered by this Agreement who applied for the promotion or transfer.

(c) *Health and Safety.* The University shall continue, as heretofore, to comply with legal regulations, either heretofore or hereafter made, governing safety of 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, as a condition of employment, observe reasonable safety rules. Specifically, employees shall immediately report to their supervisor, or his or her designated representative, any accidental injury and shall comply with rules requiring medical examination or treatment. Employees shall be free to consult their own physicians without cost to the University but in any case of accidental injury the University shall in no way be obligated to accept the opinion of physicians not retained by the University.

The Union may appoint one employee covered by this Agreement to the joint Safety Committee.

Whenever the temperature-humidity index has been above 78 for one hour, employees working in that building will be either transferred to an air conditioned building or sent home, without loss of pay, at the discretion of the Library management. In the event the air conditioning or heating system in a Library building, or section thereof, is malfunctioning for other than isolated and/or short term interruptions or air quality is determined to be poor, the University Librarian at his/her discretion may either transfer the employees affected by the breakdown to another location within the Library system or send the affected employees home with no loss of pay, or if scheduled to work as part of a skeleton crew, will be paid time-on-time the regular rate of pay or receive compensable time off equal to the number of hours actually worked at the option of the employee. The union will be notified in a timely manner of all malfunctions for other than isolated and/or short term interruptions, and the estimated duration of same, including regular updates. The Union shall be notified through its stewards, or if unavailable, through its health and safety representatives.

The administrative office will have and be responsible for the use of a

device to determine the "THI". A designated Union representative may accompany the University representative.

If the University is closed because of stormy weather and the Library remains open with a skeleton force, said force will be scheduled on the basis of seniority preference within the applicable work unit. Employees scheduled to work after the University closes because of stormy weather will be paid at time-on-time their regular rate or receive compensable time off equal to the number of stormy weather hours actually worked, at the option of the employee.

Although the University may remain open when the Providence Traffic Engineering Department declares Condition I or II to be in effect, employees who feel they cannot report to work or remain at work will have the option of not working, but must make an effort to notify the Library administration of their decision. Time lost will be charged against unused vacation entitlement, except that partial time lost may, at the option of the employee, be made up within 30 days of the absence.

Every effort will be made to declare a "snow day" by 7:30 a.m., including Saturdays and Sundays. The University will establish a procedure whereby employees will receive timely notice of stormy weather close downs.

(d) *Sick Leave with Pay.* All regular employees covered by this Agreement who shall be absent on account of any compensable or non-compensable illness, injury or pregnancy related disability shall be entitled to receive sick leave pay for each work day missed on account of any such illness, injury or pregnancy related disability. All regular employees covered by this Agreement shall also be entitled to sick leave if it is necessary for them to be absent on a work day in order to care for a member of the employee's immediate household family who is a dependent of the employee and who may be sick and would otherwise be left unattended. "Immediate household family" shall mean the employee's mother, father, mother-in-law, father-in-law, sister, brother, grandparent, child, spouse or domestic partner who resides in the employee's household. An employee may request to use her/his paid sick leave entitlement to care for a seriously ill or dying parent regardless of where the parent resides. Sick leave in both instances shall be subject to the following conditions:

I. Sick leave shall be paid at the employee's then current regular rate of pay (but without duplication of payments required under Worker's Compensation or any other law) for each scheduled working day, or portion thereof, that the employee is absent from work until the employee shall have received the total amount of sick leave to which the employee is entitled here under. Sick leave entitlement for employees whose continuous service date of hire is on or before June 30, 1978 shall be on a benefit year basis from July 1 through June 30, inclusive. Sick leave entitlement for employees whose continuous service date of hire is on or after July 1, 1978, shall be on

a benefit year basis coinciding with the employee's anniversary year. Absence on paid sick leave shall not affect the employee's seniority rights or the accumulation of vacation eligibility.

2. Employees who have completed the following lengths of continuous service shall be entitled to the corresponding maximum sick leave with pay retroactive to date of hire after the completion of their probationary period:

| <u>Length of Continuous Service</u> | <u>Maximum Sick Leave Pay</u> |
|-------------------------------------|---|
| 1 month to 12 months | One day for each month of service. Maximum of ten working days during the first benefit year. |
| 1 year and over | 20 working days per benefit year. |

3. Except as provided herein, any allowable sick leave with pay unused in any one benefit year shall not be carried over to the next benefit year, nor added to any vacation, termination or severance pay. However, regular employees hired on or before June 30, 1978 who have three (3) or more years of continuous employment in a position covered by this Agreement shall be allowed to accumulate ten (10) days of unused sick leave per benefit year beginning with the July 1 following the completion of three (3) years of continuous employment, up to a maximum of eighty (80) days in addition to the allowable sick leave for the current year. Regular employees hired on or after July 1, 1978 who have three or more years of continuous employment in a position covered by this Agreement shall be allowed to accumulate ten days of unused sick leave per benefit year following the completion of three years of continuous employment, up to a maximum of eighty days, in addition to the allowable sick leave for the current benefit year. Such accumulated sick leave shall not be added to any vacation, termination or severance pay.

4. In order to be granted sick leave, the employee or his designee must notify that employee's department head or supervisor prior to the employee's reporting time for work, except in cases of proven inability to furnish such notice. In cases where the employee has been on sick leave for more than five (5) consecutive days or where there is a reasonable question of misuse of sick leave, the University may require a certificate from a licensed physician indicating that the employee's absence was necessary and that the reason for said absence is continuing.

5. The University agrees to continue its present practice whereby occasional medical or dental appointments scheduled during working hours may be regarded as excused time, in the discretion of the employee's supervisor; otherwise, such appointments will be charged against available accumulated sick leave.

6. An employee who is entitled to Worker's Compensation due to an injury sustained while employed with the University shall receive, while absent because of this disability, the difference between the employee's regular pay and weekly disability compensation benefits as sick leave payments. Such payments shall continue until the employee's allowable sick leave pay has been used, and shall be charged to allowable sick leave to the extent paid. For each week that such sick leave payments are paid, the University shall verify the employee's weekly Worker's Compensation benefits.

7. 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.

8. A regular part-time employee shall be entitled to the above benefits on a pro-rata basis provided such employee was scheduled to work on the day or days when such benefits are claimed.

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

10. During the first six (6) months of continuous absence due to disability an employee will continue to accrue sick pay entitlement.

(e) *Voluntary Retirement.* The University will not involuntarily retire any employee because of age. However, the University reserves its right to terminate employees for just cause without discrimination and this right shall not be exercised in an arbitrary manner.

(f) *Vacations.* Regular employees shall receive a vacation with pay, each year, of the length shown on the table below. Vacation pay shall be upon the basis of a normal work week and at the normal rate of pay paid the employee. Employees shall be given a choice of vacation on the basis of seniority standing within the working unit and on the basis of maximum flexibility, provided such choices shall be indicated not later than ten days after notice in each year, and shall be consistent with work requirements. All employees shall have appropriate advance notice of when their vacations may be taken. Employees may take vacations for periods of less than five (5) days, including one-half day increments, provided appropriate advance notice has been given and the vacation is consistent with work requirements. All vacations shall be scheduled by the employee's immediate supervisor.

The length of the vacation of said regular employees shall be based upon the length of continuous service with the University as shown on the following table.

| <u>Length of Service</u> | <u>Vacation Allowed</u> |
|----------------------------------|--|
| Under one year | One (1) day for each month of service. Maximum of ten (10) working days. |
| One year but less than two years | Two (2) days for each month of service. Maximum of twenty (20) working days. |
| Two years or more | Two (2) days for each month of service. Maximum of twenty-two (22) working days. |

Vacation time off may be taken as accrued, following the probationary period, in accordance with the above table, provided however, that accrual earned during the benefit year, and not already taken, must be taken within the following six months or be lost.

An employee who has completed 25 years of continuous service will be granted a vacation bonus of 10 days. These 10 vacation days may be taken at any time, as mutually agreed between the supervisor and employee.

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, except if such employee is discharged for misconduct or other violations of University regulations.

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

In the event that an employee becomes seriously ill during vacation, such employee will be entitled to take sick leave in lieu of vacation for each day of such serious illness, subject to the limitations and requirements of Article 9(d) hereof. For purposes of this paragraph, "serious illness" means an illness requiring doctor's care and confinement to bed.

In the case of any employee whose period of employment by the University was interrupted by service with the Armed Forces of the United States, the period of such employee's service with the Armed Forces of the United States shall be deemed to be employment by the University for the

purpose of determining vacation benefits, subject to the provisions of sub-paragraph (m) herein.

When issuance of pay would normally occur during an employee's vacation period, the employee shall receive his or her pay prior to the vacation upon five (5) calendar days notice to the Director, Personnel/Labor Relations. Requests for early pay will be limited to three (3) per fiscal year. Requests for exceptions to this limitation should be submitted to the Director, Personnel/Labor Relations.

During the first six (6) months of continuing leave of absence due to disability, an employee will continue to accrue vacation time. Vacation time will be computed as time worked for purposes of computing overtime.

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

(g). *Holidays.* The following days, or the day following each of them falling on a Sunday, or the day preceding each of them falling on a Saturday, shall be recognized as holidays.

| | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Memorial Day | Thanksgiving Day |
| Martin Luther King Day | Day After Thanksgiving |
| Independence Day | Day Before Christmas |
| Victory Day | Christmas Day |
| Labor Day | |

The intent of this section is that during a work week in which a holiday occurs, an employee's hours worked requirement for that week shall be reduced by an amount equal to the number of holiday hours in the work week relative to the employee's normal work day and that said employee's pay for the period will not be increased. These provisions apply to all employees whether they would or would not have been scheduled to work on the holiday.

Any employee required to work on one of said holidays, whether or not it is a scheduled work day for such employee, shall receive in addition to his or her holiday pay, payment at time and one-half for the hours actually worked on such a holiday.

When Christmas falls on Saturday, Sunday or Monday, the two holidays (Day before Christmas and Christmas) will be celebrated on the preceding Friday and the following Monday respectively. When the holidays are celebrated as designated in this sub-section, they will be the holidays for all purposes of this Section.

In order to be eligible for holiday pay, an employee must have worked his or her regularly scheduled work day immediately prior to and immediately following the holiday, unless (a) on certified sick leave, (b) on scheduled vacation, or (c) by prior arrangement with the employee's supervisor. If an employee is eligible for holiday pay under the above conditions, such holiday if not worked shall be counted as a day worked for the purposes of computing overtime pay the balance of the work week.

In addition to the above holidays, each employee shall receive one personal day with pay during each July 1-June 30 fiscal year of this Agreement. Except as otherwise provided herein, the personal day may be taken at any time during each fiscal year after prior arrangement with the employee's immediate supervisor, except that such personal day may not be taken immediately prior to, or immediately following any leave of absence. Any personal day with pay which is unused in any fiscal year shall be carried over to the next fiscal year and must be used in that year or it will be lost. The personal day may be taken in one-half increments.

In accordance with certain guidelines, employees may be excused for religious observance. The employee may choose to use vacation pay, a floating holiday or unpaid time off.

Part-time employees shall be entitled to the above benefits on a pro-rata basis and subject to the above conditions.

(h) *Meal and Rest Period.* The regular meal period for all employees covered by this Agreement shall be one hour without pay. All meal periods may be scheduled by the Library.

Each employee shall be entitled to one twenty (20) minute Rest period during each half of the day. Rest periods shall normally be taken toward the middle of each half-day except in working units where personnel are required at all times. In such working units, rest periods shall be assigned with preference to the employee's seniority. Rest periods shall not be cumulative on a day-to-day or any other basis.

In the event of occasional unusual circumstances, an employee and his or her immediate supervisor may be allowed to make other suitable arrangements regarding meal periods and rest periods.

(i) *Notice of Intention to Leave.* If and when an employee covered by this Agreement leaves the service of the University, on his or her own initiative, the employee shall give reasonable notice of such intention to his or her supervisor, the length of such reasonable notice to be determined by the University, provided that it shall not be a period in excess of 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.

(j) *Severance Pay.* In the event the employment of any employee covered by this Agreement 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:

- (I) 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.
- (II) If the dismissed employee has been continuously employed by the University for two years or more, two week's regular wages without overtime.
- (III) 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.

(k) *Bereavement Pay.* In the event of a death in the immediate family of any employee covered by this Agreement, said employee shall be entitled to a leave of absence with pay for all regularly scheduled work days not worked within five (5) consecutive calendar days, paid at the employee's regular rate. For the purpose of this provision, "immediate family" shall generally mean mother, father, mother-in-law, father-in-law, grandparent, sister, brother, child, grandchild, spouse or domestic partner of the employee. The University recognizes extenuating circumstances may arise whereby an employee may wish to defer using some or all of his/her entitlement pursuant to this sub-provision. Accordingly, as a matter of administrative policy, an employee may request using some or all of his/her entitlement during the six months following a death in the immediate family as defined above, and the granting of such request will not be arbitrarily withheld.

Employees are permitted to take up to one (1) day of paid bereavement time off to attend the funeral or memorial service of family members not covered above. This paragraph shall not be used to modify family members covered under paragraph 1 above.

At the discretion of the Library administration, employees may be allowed to take up to one half (1/2) day of paid bereavement time off to attend the funeral or memorial service of a deceased coworker.

Time off with pay under this provision will be credited as time worked for calculating overtime.

Part-time employees shall be entitled to the above benefits on a pro-rata basis and subject to the above conditions.

(l) *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 rate of pay had the employee been at work and the payment received for such jury duty provided (a) the employee furnishes the University with evidence of jury pay from the clerk of the court wherein he or she served as a juror and (b) the employee reports for work on a regularly scheduled work day when he or she is excused from jury duty at such time as will permit the employee to work at least four hours or one-half of the employee's scheduled working day, whichever is greater. Jury duty pay shall be limited to one call for federal jury duty in any twelve (12) month period, and shall be limited to one call for non-federal jury duty in any twelve (12) month period.

(m) *Reserve Duty.* A regular employee with a Reserve or National Guard commitment who attends required annual duty training or who is activated due to national, state, or local emergency, shall receive up to a maximum of ten (10) working days in any twelve (12) month period, the difference between what the employee would have earned at his regular rate of pay had he 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 and State Government ordering him/her to duty and a statement from the paymaster of his Reserve or National Guard Unit indicating the amount of pay received for his/her training.

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

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

(n) *Copies of Agreement.* The University shall provide sufficient copies of this Agreement for present and new employees covered by this Agreement. The Union shall share equally in the cost of printing the Agreement and shall be responsible for the distribution of the Agreement to present and new employees covered by this Agreement.

(o) *Library Borrowing Privileges.* Employees covered by this Agreement shall be entitled to the same borrowing privileges from the University Library system as the exempt staff.

(p) *Union Notices.* The Union shall have the right of posting notices of Union meetings, elections, appointments and social affairs on bulletin boards to be designated by the University, and may by prior arrangement with the Director, Personnel/Labor Relations use the library's internal mail system to circulate said notices.

(q) *Job Equipment.* The University shall furnish all necessary equipment needed to perform the job duties of the employees covered by this Agreement.

(r) *Work Location.* The University agrees to continue its practice wherein: Employees who are hired to work in one specific location shall not be shifted except in demonstrable emergencies or as workloads warrant. Said shifting of employees shall be on the basis of seniority preference, whenever practicable, and shall not be done capriciously or arbitrarily.

(s) *Safety of Personal Belongings.* The University agrees, within the fiscal and physical constraints existing, to provide a safe and secure place for employees' personal belongings, but cannot assume responsibility for said belongings.

(t) *Flexitime.* When Library and building hours permit and adequate supervision can be provided, employees may request to work their usual number of hours in a day, exclusive of special scheduling, within the hours of 8:00 a.m. to 6:00 p.m. and may take a one-half hour lunch rather than the usual one hour. Employees may vary their schedule, with the approval of their supervisor, within these hours by arranging monthly schedules at least two weeks in advance. Such requests shall not be arbitrarily denied. Business reasons for denial may include, but are not limited to, assurance that all areas are covered and that an adequate number of personnel are present in all units during normal Library hours. The Library may restrict or exclude specific employees from participation where the nature of their positions are incompatible with the flexitime plan. Subject to the above provisions, exceptions to the 8:00 a.m. to 6:00 p.m. schedule range may be approved by the department head and the Associate University Librarian upon written request of the employee's supervisor.

Subject to the approval of their respective supervisor, employees may request a four (4) workday flex schedule under this provision. Such requests shall not be arbitrarily denied. Business reason for denial may include, but are not limited to, assurance that all areas are covered and that an adequate number of personnel are present in all units during Library hours. Employees who work a four (4) workday flex schedule must work the same total number of hours as a regular full-time employee.

Notwithstanding the above provision the Union may file a grievance and process such grievance to arbitration on the grounds that the decision not to grant an employee's request made by the University was not made for business reasons but rather for reasons which are arbitrary.

(u) *Job Sharing.* Employees may request one-half time job sharing. Written requests shall include rationale for job sharing arrangements. Requests for job sharing shall not be arbitrarily withheld. Business reasons for denial may include, but are not limited to, demonstration that work is not

divisible or demonstration that qualified partners, if needed, are not available. No employee shall be forced to reduce his/her work time to accomplish job sharing, and job sharing shall be no less than one half the normal work week pay period. If subsequent to satisfying this request one of the partners should leave the shared position, and the University deems it necessary that the position remain a full-time position, the remaining partner may at his/her option, assume the position full-time, otherwise the remaining one-half position will be posted.

Notwithstanding the above provision, the Union may file a grievance and process such grievance to arbitration on the grounds that the decision not to grant an employee's request made by the University was not made for business reasons but rather for reasons that were arbitrary.

(v) *Miscellaneous.* Employees shall not be subjected to public reprimands, except in the most compelling situations. Public reprimands, except in the most compelling situations, shall constitute a grievance.

There shall be no dress code for employees covered by the Agreement. However, such employees are expected to report to work in suitable and clean attire, and failure to do so shall subject the employee to disciplinary action, which action shall be subject to the grievance procedure contained in the Agreement.

An employee shall receive copies of any memoranda pertaining to that employee which are placed in any personnel files kept in the University. In addition, an employee shall receive copies of any public records concerning that employee which are placed in any personnel files kept in the University. An employee may add written comments to any item in his or her personnel files.

Any files maintained by the Library as to a University student-employee in the Library shall not be carried forward if such person attains permanent employment in the Library upon ceasing to be a student at the University.

Each employee will have one (1) supervisor, and be evaluated by that supervisor.

Arrangements will be made to provide Security Department assistance at library closing time.

If an employee is summoned to a meeting and has reason to believe it may result in disciplinary action being taken, the employee may request the presence of a steward at said meeting.

Employees are not obligated to comply with any request to perform personal errands.

(w) *Day Care Program.* Regular employees covered by this agreement

may participate in the Taft Avenue Infant/Toddler Day Care Center in accordance with its policies and procedures.

(x) *Internships.* If the Library posts an internship at the University of Rhode Island, Simmons College, and/or other institution of higher education it shall post the same internship internally for a period of five (5) working days. The University Librarian, or her designee, reserves the right to set the hours, duration, qualifications and duties of all internships, except that the parties agree that academic requirements will include, "or equivalent work experience", if possible. The Library will endeavor to rotate the opportunity for internships among qualified applicants and will inform the unsuccessful candidates why they were not selected. Nothing herein shall be construed to permit the Union to grieve and/or arbitrate the Library's failure to select a bargaining unit member(s) for an internship and/or the Library's determination that a bargaining unit member's service as an intern is not consistent with the operational needs of his/her Department.

10. **Hours of Work and Overtime.** The normal work week shall be Monday through Sunday, inclusive, and shall consist of thirty-seven and one-half (37 1/2) hours during such normal work week, except that during the summer recess, which runs approximately from Commencement Day to Freshman Week, and Thanksgiving, winter and spring recesses, the normal work week shall consist of thirty-five (35) hours. The normal working day shall be 8:30 a.m. to 5:00 p.m. unless the employee is hired on another basis. Regular, full-time employees will be scheduled for five (5) consecutive, full day work shifts. (Exception - to accommodate transitions from one schedule to another.) However, by mutual agreement between an employee and his/her supervisor, employees may choose to work non-consecutive days.

The University will not schedule a regular, full-time employee to work one-half of his/her regular daily work shift and then other hours during the week to complete the full 37.5 (or 35 hour) work week.

The University agrees to continue its practice wherein preference for working hours is given on the basis of seniority within unit locations, where a choice of working hours exists.

Those employees who were hired on the basis of working 8:30 a.m. to 5:00 p.m. or on the basis of Monday-Friday will continue to work on that basis. All other employees, including those promoted, will work on the basis on which they entered their positions. When vacancies occur, the positions can be filled on a basis other than that on which the leaving employee worked.

All employees shall be paid one and one-half their regular straight time hourly rate of pay for all work performed in excess of thirty-seven and one-half (37 1/2) hours in a normal work week during the entire year. An

employee shall have the option of time and one-half off as compensation for overtime work which is less than 40 hours during the normal work week. If the employee so elects, the time off must be taken at any time during the payroll period in which the overtime is worked, or by the end of the next payroll period, provided the employee gives at least three (3) working days notice to his or her immediate supervisor and the time off is consistent with work requirements. Compensatory time-off for overtime work provided for herein which is not taken as provided in the preceding sentence shall not be carried forward to another payroll period. Overtime shall not be paid in those situations in which an employee is making up time.

Call-back: Any employee called back to do overtime work will be paid at time and one half and be provided a minimum of four hours work.

Overtime shall be equally distributed to all employees in a working unit consistent with work requirements. Overtime shall first be offered to employees on the basis of working unit seniority and thereafter rotated beginning with the most senior person. An employee offered overtime will be excused at his or her request and any employee so excused shall not be offered overtime work again until his or her name comes up in seniority rotation. If no employee or an insufficient number accepts the offer, overtime shall be assigned by inverse working unit seniority on a rotating basis, consistent with work requirements.

It is understood that, for the purposes of this Agreement, the regular rate of pay used for the purpose of computing overtime shall never itself be increased by including in it any overtime, holiday pay, or any other premium pay, whether provided for in this Agreement or otherwise, or by adding any such pay to the regular rate of pay.

There shall be no pyramiding or duplication of overtime, holiday, or any other premium pay. Hours paid at overtime rates on one basis shall not be paid, or used to calculate, an additional overtime pay on another basis.

The number of hours worked in a day or night work period shall be worked continuously with the exception of the meal and rest periods, unless otherwise arranged between the employee and his or her immediate supervisor. Subject to the foregoing, the University shall have the right to fix and from time to time change the work schedules, but such right shall not be exercised in an arbitrary manner.

11. **Professional Meetings.** The University shall, at its discretion, excuse regular employees to attend, without loss of pay, meetings of the American Library Association, Rhode Island Library Association, New England Library Association, and other such job-related professional associations, providing such employee is a member in good standing of the association, or if the employee is not a member exception may be granted if circumstances warrant. No regular employee shall be excused to attend more than five (5) such meetings during a twelve (12) month period.

In order to receive permission for reimbursement and excused time, employees must submit their request to attend, and their travel plans, in writing to their immediate supervisor at least two weeks prior to the meeting. Travel expenses shall be reimbursed in conformity with University policy.

12. **Unpaid Leaves.** Employees covered by this Agreement shall be eligible for unpaid leave as follows:

(a) *Disability Leaves.* If any employee's disability due to illness or injury, including pregnancy related disabilities, continues beyond the period covered by paid leave of absence as provided for in Section 9(d) of this Agreement or in the case of any employee who is not eligible for paid leave of absence, pursuant to Section 9(d), the employee may request a leave for the period during which such disability continues if the employee is physically unable to work. All requests for such disability leaves must be made in writing prior to the commencement of the leave if possible and shall indicate the approximate date of the return, and upon request by the University, medical evidence must be submitted that the employee is so disabled. An employee may request a maternity leave immediately following a pregnancy related disability leave of absence provided, however, that the combined duration of the pregnancy-related disability leave of absence and the subsequent maternity leave of absence shall not exceed six (6) months. Upon return from disability leave, (or if such is the case, a combined pregnancy-related disability/maternity leave of absence), an employee shall be reinstated in his/her former position unless the former position has been permanently filled or eliminated, in which case, the employee shall be placed in a comparable position, without decrease in rate of compensation or loss of promotional opportunities.

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

At the written request of the Union, employees, not to exceed two (2) at any one time, shall be granted days off without pay for attendance at the Union's National Conventions, State Convention, State AFL-CIO Convention, and/or the Union's District Convention, provided that

the absence of such employees will not interfere with the Library operations covered by this Agreement.

(c) *Other Leaves.* Unpaid leaves of absence may be granted at the discretion of the University to all employees for a specific period and for a specified reason such as family illness, study and travel. All requests for such leave shall be in writing at least one month prior to the desired commencement of the leave, if possible and shall indicate the approximate date of return. Such leaves may be granted for a period of up to twelve (12) months, and the granting of such leaves will not be arbitrarily withheld provided further that leaves granted pursuant to this sub-section will not in combination with any other leaves exceed twelve (12) months.

(d) *Returning From Leave.* When an employee returns to work following a leave of absence granted under subsection (b) Union Business or (c) Other Leaves, that employee shall be reinstated to the employee's former position unless that position has been filled. In such event, the University shall offer a position covered by this Agreement requiring similar or comparable skills if such a position is available. If such a position is not available, the University shall offer the employee the first available job opening covered by this Agreement requiring such similar or comparable skills. Should a position of comparable or similar skills be made available to the employee either upon the employee's return from unpaid leave or subsequently, and should the employee refuse to accept such position, the University's responsibilities to the employee shall cease.

(e) *Vacation, Sick Leave, Insurance During Leave.* An employee shall not be entitled to accrue vacation time, except as provided for in Section 9(f), or sick leave time, except as provided for in Section 9(d), while on an unpaid leave of absence. The University will continue to provide medical and life insurance during absence due to personal illness, pregnancy disability (or if such is the case a combined pregnancy related disability/maternity leave of absence) and injury for a maximum of 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.

In the event that the University extends health insurance for one year for non-exempt, non-union staff, then this same benefit will be offered to the bargaining unit.

(f) *Determining Leave of Absence Status.* The Chief Steward may check with the Library Human Resources Office to determine the leave of absence status of bargaining unit employees.

12.1 Medical Leave Acts. Both parties agree to adhere to the Family Medical Leave Act of 1993 (FMLA) and the RI Parental and Family Medical

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

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

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

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

Life Insurance, Long Term Disability, and health benefits shall continue during such a leave, but the employee must pay in advance for health coverage and request reimbursement from the University when he/she returns to work. Vacation and sick time shall continue to accrue during such leave.

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

13. (a) **Tuition Remission.** If a bargaining unit employee's son or daughter is accepted for admission into Brown University as an undergraduate, tuition costs up to a maximum of \$5,050 per year, per child are covered by the University provided the employee is a regular employee with five (5) years service.

In order to be eligible for this benefit, a regular employee must have been employed by the University on or before August 14, 1977.

Counseling for Brown Admissions

- (1) Pre-application counseling - if a son or daughter of an employee expresses an interest in admission counseling to supplement that provided by his or her high school, he or she should not hesitate to make an appointment with the Admissions officers. The employee may ask the Director of Personnel to make this appointment and he/she will do so.
- (2) Pre-decision counseling - after the application of an employee's son or daughter is received, the employee or the applicant may wish to discuss the application and the student's college planning with the Admissions Office. The Director of Admission is willing to counsel the students at this time and appointments may be arranged through the Director of Personnel.

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

(c) **Tuition Reimbursement.** A regular employee covered by the Agreement may be reimbursed for courses taken at Brown or at an accredited institution, within reasonable commuting distance from the University, on the following basis:

- (1) Employees may take one course per semester (or its equivalent).
- (2) Unless the course is taken at Brown, it must be library career oriented and cover subject matter deemed by the University Librarian or his/her designee to be related to the employee's work.
- (3) Employee must make arrangements with his/her supervisor to make up time absent from work if the course is taken during working hours. The University Library will, as a matter of policy, provide reasonable accommodations to allow employees to make up time away from work to attend classes. An employee who takes other than a job related course and is unable to successfully complete it will be required to pay fees fully in accordance with the University policy.
- (4) Employee must show evidence of satisfactory completion of the course.
- (5) Regular part-time employees are entitled to tuition - reimbursement on a pro-rata basis. That is, the first course taken in a fiscal year will be paid in full, courses taken thereafter will be paid on a pro-rata basis.

The University agrees to make funding available for tuition reimbursement to enable bargaining unit employees to take courses during the University fiscal year. Those courses completed for credit in 1 semester will count as one (1). Those courses which span two (2) semesters in order to receive credit will count as one (1). Each summer course will count as one (1).

Notwithstanding the above but consistent with the one (1) course per semester limit, bargaining unit shall be eligible for an unlimited number of degree-related courses at a degree granting accredited college/ university (excluding Brown University) not to exceed maximum benefit of \$2,500 per fiscal year.

1. **Classifications and Wage Rates.** The classifications covered by this Agreement and the annual wage rates for such classifications, are as follows:

Effective 10/01/2010 (2% ATB)

| | Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LCI | 401 | | | | | | | | | |
| LCII | 402 | | | | | | | | | |
| LCIII | 403 | | | | | | | | | |
| LTAI | 404 | | | | | | | | | |
| LTAII | 405 | | | | | | | | | |
| LAS | 406 | | | | | | | | | |
| SLAS | 407 | | | | | | | | | |
| SLS | 408 | | | | | | | | | |

Effective 10/01/2011 (2% ATB)

| | Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LCI | 401 | | | | | | | | | |
| LCII | 402 | | | | | | | | | |
| LCIII | 403 | | | | | | | | | |
| LTAI | 404 | | | | | | | | | |
| LTAII | 405 | | | | | | | | | |
| LAS | 406 | | | | | | | | | |
| SLAS | 407 | | | | | | | | | |
| SLS | 408 | | | | | | | | | |

Effective 10/01/2012 (2% ATB)

| | Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LCI | 401 | | | | | | | | | |
| LCII | 402 | | | | | | | | | |
| LCIII | 403 | | | | | | | | | |
| LTAI | 404 | | | | | | | | | |
| LTAII | 405 | | | | | | | | | |
| LAS | 406 | | | | | | | | | |
| SLAS | 407 | | | | | | | | | |
| SLS | 408 | | | | | | | | | |

Effective 7/01/2013 (1.5% ATB)

| | Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LCI | 401 | | | | | | | | | |
| LCII | 402 | | | | | | | | | |
| LCIII | 403 | | | | | | | | | |
| LTAI | 404 | | | | | | | | | |
| LTAII | 405 | | | | | | | | | |
| LAS | 406 | | | | | | | | | |
| SLAS | 407 | | | | | | | | | |
| SLS | 408 | | | | | | | | | |

Effective 10/01/2013 (2% ATB)

| | Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LCI | 401 | | | | | | | | | |
| LCII | 402 | | | | | | | | | |
| LCIII | 403 | | | | | | | | | |
| LTAI | 404 | | | | | | | | | |
| LTAII | 405 | | | | | | | | | |
| LAS | 406 | | | | | | | | | |
| SLAS | 407 | | | | | | | | | |
| SLS | 408 | | | | | | | | | |

Effective 9/30/2014 (1% ATB)

| | Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LCI | 401 | | | | | | | | | |
| LCII | 402 | | | | | | | | | |
| LCIII | 403 | | | | | | | | | |
| LTAI | 404 | | | | | | | | | |
| LTAII | 405 | | | | | | | | | |
| LAS | 406 | | | | | | | | | |
| SLAS | 407 | | | | | | | | | |
| SLS | 408 | | | | | | | | | |

A shift differential of \$1.00 per hour will be paid to employees working shifts which begin on or after 2 p.m. Exception - regular, full-time employees working shifts which begin on or after 1:00 PM are also eligible for the shift differential. The \$1.00 per hour shift differential shall be applied to all Saturday and Sunday hours worked. A shift differential of \$1.75 per hour will be paid to employees working shifts which end at mid-night. The University shall pay a \$2.00 shift differential for hours worked from midnight to 7:30 a.m.

New employees will be hired at either Step 1 or Step 2 depending upon their qualifications. Employees who are hired at Step 1 shall be advanced to Step 2 upon the successful completion of their three months probationary period. At the completion of two (2) years continuous employment in a

position covered by this Agreement, an employee will be granted an automatic increase to the next step in his or her job classification. An additional automatic increase to the next available step will be granted an employee at the completion of five (5) years, eight (8) years, twelve (12) years and sixteen (16) years continuous employment in a position covered by this Agreement.

An employee who has received an "eight year" increase and subsequently receives a superior annual performance review from his or her supervisor, as provided in Section 4 of this Agreement, and as reviewed by the University's Office of Wage and Salary Administration, may be advanced annually one step in the employee's job classification. This provision together with the provision above for automatic increases shall not be construed to require a two step increase should both situations occur simultaneously. The failure of an employee to receive a superior annual performance review shall not be subject to any appeal or grievance procedure, except as herein provided.

Employees may get clarification from their supervisor of what is required to receive a "superior" rating. Also an employee is to be advised if their performance level has changed to the extent it may adversely affect their annual performance evaluation.

The University will notify each employee and the Business Agent of the Union of such employee's receipt of a negative or superior merit review. In the event an employee or the Union does not agree with the review of the University's Office of Wage and Salary Administration either as to that employee's receipt of a negative merit review or as to that employee's receipt of a superior merit review, said employee or Union may appeal, within sixty (60) days of notification, that review to a Committee comprised of two (2) Union representatives (other than the employee involved), two supervisors other than the employee's supervisor, and the University's Personnel Director. The decision of this Committee shall be final and binding and shall not be subject to the grievance and arbitration provisions of the Agreement.

The job titles which fall within each of the job classifications covered by this Agreement are set forth in Appendix A to this Agreement.

15. Medical and Life Insurance. The University will provide all employees covered by this Agreement with the same health coverage options offered to other Brown employees. The current options offered are: *Blue Cross Blue Shield Health Mate Coast-to-Coast*, and *United Health Care – Choice Plus*. Commencing with plan year 2011, the University can substitute these named carriers with any other carrier or carriers provided that it does so for all other Brown employees and the benefits including plan design are substantially comparable to the existing terms.

If the University exercises its right to substitute or change carriers, it

will provide notification to the union and bargaining unit members by August 15 or as soon thereafter as possible but in no event later than September 30.

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

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

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

An eligible full-time or part-time employee's share of the premium cost shall automatically be deducted from his/her pay through the University Flexible Premium Plan. Effective on July 1, 2011 full-time employees will pay 7% of the cost of the premium; on July 1, 2013 full-time employees will pay 9% of the cost of the premium; and on September 30, 2014 full-time employees will pay 12% of the cost of the premium for the health plan selected.

Effective January 1, 2007, the United Health Care - *Choice Plus* and Blue Cross-Blue Shield, *Health Mate Coast-to-Coast* plan designs will change as follows. Pharmacy co-payments will change to \$7 generic, \$25 brand/formulary, and \$40 brand/non-formulary; and emergency room co-payments will change to \$75 per visit.

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 covered by this Agreement with individual coverage under the University's Group Life Insurance Plan, including Accidental Death and Dismemberment coverage.

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 annual deductible for individuals will be fifty dollars (\$50), and for families will be one-hundred and fifty dollars (\$150). Effective January 1, 2005, employees will be eligible to participate in the Delta Dental - Plus Insurance Plan, which plan requires a two year signing commitment.

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

The surviving spouse of a deceased employee may elect to have hospital/surgical coverage continued for six (6) months, provided he/she makes monthly cash payments to the University for that portion of the premium the deceased employee would have been obligated to pay pursuant to the terms of the Agreement. The election must be made as soon as possible, but in any event within fifteen (15) days of the spouse's death.

Any employee age 62 through 64 who retires from Brown may elect to continue health insurance coverage by paying the applicable group rate premium.

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

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

15.1 **Long Term Disability.** All regular and regular part-time employees who meet the eligibility requirements will be covered by the

University's Long Term Disability Plan.

15.2 **Flexible Plans.** All regular and regular part-time employees who meet the eligibility requirements may participate in the University's Flexible Health Benefits Plan and/or Flexible Dependent Care Plan.

16. **Pension Plan.** Effective on January 1, 2011, employees serving in regular positions scheduled to work 51% or more time per year will be required to participate in the University's non-exempt Legacy Plan as a term and condition of employment. As mandatory participants employees must contribute a minimum of two (2) percent of their salary. Brown will contribute an amount equal to eight (8) percent of the employee's salary after six (6) months continuous service. If the employee is 55 years of age or older Brown will contribute an amount equal to ten (10) percent of the employee's salary.

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

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

19. **Technological, Automation and Other Changes.** The purpose of this section is to preserve job security, stabilize employment and protect employees from loss of employment occasioned by increased productivity through automation and improved methods of operations without, at the same time, restricting in any way the right of the University to change or create new jobs and/or methods of operation and to institute such changes.

(a) "Technological change," as used in this section means any change designed to produce the same amount of work with less labor by means of improved equipment or improved methods of operation.

(b) The University will provide the Union with at least one month's notice of its intention to introduce changes or to substantially change or create new jobs. During the one month period prior to introducing such change, the University will provide ample opportunity for the Union to discuss the change and its impact on employees. However, the failure of the parties to agree will not prevent the University from implementing such changes; nor

shall such changes be subject to the grievance and arbitration procedures of this Agreement; except as provided in paragraph (i) of this section.

(c) The University agrees to use its best efforts to provide on-the-job re-training to employees who are displaced by technological changes. Such re-training shall be designed to equip the employees with the ability to operate the new equipment or manage the new procedures and said training will be provided without cost and without loss of pay to the employee.

If the new operations or equipment require specialized skills that cannot be acquired through on-the-job training of four (4) months or less, the University will have no obligation to provide such re-training.

(d) In the event sub-section 'c' is not applicable, the University agrees to use its best efforts to relocate any employee displaced by technological change to a position of equal classification, including any on-the-job training necessary. The University will have no obligation to provide such training if it is reasonable to assume the needed skills cannot be acquired within four months.

(e) The University agrees to supply full and complete information to the Union concerning any changes in operations required to insure the proper operation of this section.

(f) The University and Union agree on the signing of this Agreement to form a joint union-management committee to study job training proposals, and to report back with frequent recommendations to the University and the Union. The Committee will consist of three (3) persons from management and three (3) from the Union and will elect its own chair-person from the group.

(g) When the University establishes a new job or substantially changes the duties of any existing job during the term of this Agreement, the University shall:

- 1) prepare a new or revised job description, and
- 2) establish a temporary wage rate for that job.

Such job description and temporary wage rate and its effective date will be presented in writing and in detail to a Union "Job Evaluation Committee," composed of two (2) members selected by the Union. Within thirty-one (31) calendar days after the receipt of the job description and temporary wage rate, the Union's Job Evaluation Committee may present to the Library Administration any suggested changes and any questions or disagreement with respect to the accuracy of the description in reflecting the actual duties of the job.

Any such change, question or disagreement with respect to the accuracy of the job description shall be discussed between the Union's Job

Evaluation Committee and a University "Job Evaluation Committee" which is composed of two (2) members selected by the University. If no such challenge is made or if the description is changed by agreement of the parties, the parties will evaluate the job to establish a permanent rate within the 31 day period, or no more than fifteen (15) days after settlement of the job description, whichever is later. If the parties fail to reach agreement on either the job description or the permanent rate for the job, the Union may submit the matter to Step 4 of the grievance procedure. In the event that the permanent rate is higher than the temporary rate the difference will be paid retroactively to the date the University fills the new or changed job. Nothing contained herein will be construed to permit an arbitrator to change the duties or responsibilities the University has assigned to the job description. An arbitrator will have the authority, however, to make changes to the language of a job description to accurately reflect the duties or responsibilities assigned thereto and to order that the position be compensated at one of the eight pay level listed in Article 14 of this agreement. If the arbitrator concludes that the new or substantially revised job description contains factors or a range of knowledge, skill or responsibility which cause it to materially exceed the scope of the highest level negotiated herein, the University shall have the option of making the changes necessary to make the job substantially comparable to an existing level, or negotiating the rate of pay which will be incorporated into Article 14 by memorandum of agreement. If the parties fail to reach agreement on the range of pay for the level the University will be obligated to make any necessary revisions.

Subject to prior arrangements with his/her supervisor, both members of the Union's Job Evaluation Committee shall be allowed without loss of pay, up to a maximum of three (3) hours of regular working time in any month in which the committee meets to confer with union members on business related to the Job Evaluation Committee. In addition, members of the Committee who are not stewards may take an additional hour off per month, per job in committee. In any event, the maximum number of hours per member in any given month shall not exceed four (4) hours.

(h) For the life of this Agreement the University will not initiate any major re-organization of Bargaining Unit jobs as was done in the so-called "Blue Book."

(i) Notwithstanding the provisions of paragraph (b) of this section, the Union may file a grievance and process such grievance to arbitration on the grounds that the change made by the University was not made for business reasons but rather for reasons which were discriminatory, arbitrary or capricious in nature. The Arbitrator will have no authority to question the soundness of the University's business reasons for the change and if he/she decides that business reasons in fact existed, he/she shall deny the grievance. If he/she decides, on the other hand, that no business reasons for the change existed and that the reasons for the change were discriminatory, arbitrary or capricious in nature, he/she shall order the

University to return to the status quo or order any other relief he/she deems appropriate.

(j) This section should not be construed as applying in any way to transfer of work out of the bargaining unit.

(k) Nothing herein shall be construed to permit the University to institute a speedup.

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

This Agreement shall become effective as of October 1, 2010 and shall continue in effect until midnight, September 30, 2014 and from year to year thereafter, unless no less than sixty (60) days prior to September 30, 2014 or to any September 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 September 30th of the year in which said notice is given, unless an agreement is reached between the parties on proposed amendments before that date or unless this Agreement is extended beyond that date by mutual agreement between the parties.

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

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

21. This document, and the seniority list referred to herein, shall constitute the entire Agreement between the parties.

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

IN WITNESS WHEREOF, the parties hereto have hereunto and to five counterparts set their hands and seals, each by its officers thereunto duly authorized, this _____ day of _____, 2010.

IN presence of: BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COMMITTEE FOR THE UNIVERSITY:
UNION:

COMMITTEE FOR THE

APPENDIX A

Titles of unit positions in each job classification:

Library Clerk I

Library Clerk I - Gateway (Check-out Attendant)

Library Clerk II

Library Clerk III

Library Technical Assistant I

Library Technical Assistant I - Administrative Services (Mail Room)

Library Technical Assistant I – Book Stacks

Library Technical Assistant II

Library Technical Assistant II – Bindery

Library Technical Assistant II – Bindery (Book Conservation Technician)

Library Technical Assistant II - Library Collections Annex

Library Technical Assistant II -Media Services Technical Assistant

Library Technical Assistant II - NEH Preservation

Library Technical Assistant II - Gateway (ILL)

Library Associate Specialist

Library Associate Specialist – Gifts (OUL)

Library Associate Specialist – Gateway--Interlibrary Loan

Library Associate Specialist – Scholarly Resources –Reader Services

Library Associate Specialist--Serials

Senior Library Associate Specialist

Senior Library Associate Specialist - Administration

Senior Library Associate Specialist - Art Slide Library

Senior Library Associate Specialist - Gateway –Interlibrary Loan

Senior Library Associate Specialist – Scholarly Resources – Reader Services

Senior Library Specialist

Senior Library Specialist - ITS – Digital Services

Senior Library Specialist - Gateway Services

Senior Library Specialist – Scholarly Resources--American Literary/Popular Culture Collections

Senior Library Specialist – Scholarly Resources --Archives

Senior Library Specialist – Scholarly Resources --East Asian Collection

Senior Library Specialist – Scholarly Resources--Manuscripts

Senior Library Specialist – Scholarly Resources –Music Library

Senior Library Specialist - Systems/Media - Technology Support

Senior Library Specialist - Systems/Media - Media Services

Senior Library Specialist - Technical Services

Senior Library Specialist - Web Services

BROWN UNIVERSITY MEMORANDUM

TO: Mr. T. Finneran, Business Agent, S.E.I.U., Local 134

FROM: Mr. C. James Schmidt, University Librarian

DATE: July 21, 1981

The University's Library Administration recognizes its obligation to be aware of possible changes caused by applied technology in the work place, and, further, to take necessary steps to insure, so far as possible, that its employees' health and safety are not adversely affected by such change.

1. Reasonable accommodation will be made not to schedule employees to work on CRT or VDT terminal for more than one hour continuously. There may be peak periods due to cyclical workloads or absenteeism when the operators will be required to be at the terminal for more than an hour.

2. The University will study the seating and work areas of the CRT and VDT terminal operators with the intention of improving the work environment of these employees.

3. The University will periodically clean and inspect all CRT and VDT terminals including testing for radiation emission. Records of all maintenance and repairs will be kept by Departments involved, and employees shall have access to these logs.

Addendum: (August 14, 1985) glare screens will be provided for all terminals requiring one.

Clarification of Telephone usage policy:

Staff will be allowed to make occasional personal telephone calls without asking permission of their supervisor. Staff who abuse this privilege will be reprimanded. Staff who need to use a telephone on a frequent basis or need the use of a private office to make a personal call need first to clear it with their supervisor.

Memorandum of Agreement

From: Florence Doksansky
(Interim) University Librarian

To: Karen McAninch, Business Agent
United Service and Allied Workers of RI

Date: October 21, 2004

Subject: University Response to Union Proposal Regarding Upgrades

1) The following jobs and incumbents will be upgraded as follows. The new job descriptions will be submitted to the job evaluation committee solely on the basis of accuracy, and not for the purpose of determining wage level, provided that the descriptions reflect combinations of existing job duties in which the duties do not exceed the levels proposed.

| Current | Incumbent | Action |
|--------------------------|--------------------|---------------------------------|
| LTA II - Gifts | N. Jakubowski (.5) | (new) LAS - Gifts |
| LTA II - Database Mgmt | P. Kojian | (new) SLAS - Technical Services |
| LTA II - Database Mgmt | P. Shields | (new) SLAS - Technical Services |
| LAS - Database Mgmt | L. DePalma | (new) SLAS - Technical Services |
| LAS - Acquisitions | R. Rao | (new) SLAS - Technical Services |
| LAS - Serials Cataloging | E. Shroyer | (new) SLAS - Technical Services |

2) The following jobs and incumbents will be upgraded as follows. The revised job descriptions will be submitted to the job evaluation committee solely on the basis of accuracy, and not for the purpose of determining wage level.

| Current | Incumbent | Action |
|--|-----------|----------------------------------|
| LTA I - Reader Services Services with shelving duties | A. Bundy | (revise) LTA II - Reader some |
| LTA II - Archives | G. Lynch | (revise) LAS - Archives |

3) The following job descriptions will be submitted to the job evaluation committee solely on the basis of accuracy, and not for the purpose of determining wage level.

LC I - Door Guard
LTA I - Shelving
LTA II - Bindery (position filled by R. Hurdis only)
LAS - Serials
Senior Library Specialist - Digital Services
Senior Library Specialist - Gateway Services
Senior Library Specialist - Systems/Media - Technology Support
Senior Library Specialist - Systems/Media - Media Services
Senior Library Specialist - Technical Services

Senior Library Specialist - Web Services

2010-2014 SIDE LETTER OF AGREEMENT
Moratorium

Without prejudice to our respective positions the parties agree that the University will not change shift schedules unless discussed and agreed upon by the Union. The Library shall present any proposed shift change(s) to the union. The parties shall discuss the proposed shift change in an effort to amicably resolve the matter. The period for such discussion shall not be less than 30 calendar days unless extended by mutual agreement.

If the proposed shift change(s) and/or related issues are not agreed upon by the Union during the discussion period and is based on a legitimate business need(s), the University may reopen this contract for negotiations over the shift change(s), the provisions of Article 10, shift premiums, and/or the issue of whether the language of article 9(b) will be modified to require the posting of "specific hours". The parties will allow not less than 60 calendar days for such negotiations following the provision of notice to the union that the University will exercise its right to reopen the contract. If the parties fail to reach agreement on any proposed shift change and/or any related modifications to the agreement after this period, the no strike-no lock out provisions of the agreement will be suspended.

Any employee(s) whose shift is slated for change will have a minimum of 30 calendar days notice. This notice period shall run concurrently with the 90 calendar day discussion/negotiation periods referenced above.

Notwithstanding the above, no bargaining unit member will be required to work past midnight during the life of the parties' 2010 to 2014 agreement unless hired into a shift scheduled beyond midnight.

Subject to the Agreement's provisions relative to overtime, no employee will be forced to modify their schedule in order to cover for an absent co-worker.

Staff will not be limited from taking their vacations because they work nonstandard hours or be required to find their own substitutes.

2007-2010 SIDE LETTER OF AGREEMENT
Work Locations

1. In the event that that the University Librarian (UL) determines that an employee or group of employees must be relocated due to construction, physical renovations, elimination or reconfiguration of work spaces, she will notify the union of the same.
2. Following such notification, the UL or her designee and the union will discuss options relative to where said employee(s) could be relocated. First consideration will be given to relocating employee(s) within the same building. Second consideration will be given to relocating employee(s) to buildings on the main campus including other library buildings. As a last option, the UL will consider relocating the employee(s) to buildings off the main campus to the Jewelry District.
3. Such discussions will last no more than 60 days unless extension of the period is mutually agreed to by the parties. A good faith effort will be made to request and exchange information within the first 30 days of the 60 day period hereunder and to allow sufficient meeting time to fully discuss all options and factors involved.
4. The UL will take into consideration all factors raised prior to making a final decision on the relocation site.
5. If the UL decides that said employee(s) will be relocated off campus, the parties will bargain about the impacts of such decision. Impact bargaining will last no more than 60 days unless further bargaining is warranted by either party; however such bargaining shall not serve to delay the relocation of employees hereunder.
6. The UL reserves the right to temporarily relocate (voluntarily or involuntarily) staff to the Library Collections Annex due to construction, physical renovations, elimination or reconfiguration of work spaces. The University will give first consideration to locations close to where the employee currently works. If said employees(s) will be moved back to his/her former work location, he/she will be given 60 days notice prior to the temporary relocation and the estimated time of the relocation to the Annex. If the employee(s) will not be moved back to his/her former work location, the above permanent relocation process will be utilized.
7. Nothing herein shall diminish the parties' rights pursuant to Article 9(r), or any other provision of the parties' collective bargaining agreement, nor does it constitute an admission or concession by either party relative to Article 9(r)), or any other provision of the parties' collective bargaining agreement.

8. If operational needs allow, relocations shall be determined on the basis of seniority preference.

2007-2010 SIDE LETTER OF AGREEMENT
Tuition Assistance Program

If the University's TAP benefit is enhanced to include step children during the life of this Agreement, the same enhancement shall be offered to bargaining unit members.

2007-2010 SIDE LETTER OF AGREEMENT
Health Insurance Buy-Out

If the health insurance buyout awarded to non-union University employees is increased during the life of the Agreement, bargaining unit members shall receive the same increase.

2007-2010 SIDE LETTER OF AGREEMENT
Part-time Employees

Upon the execution of the parties' successor collective bargaining agreement, the University shall schedule its current 50% part-time staff to 51.28% time, thereby entitling said employees to a prorated University contribution to their 403(b) accounts.

2010-2014 SIDE LETTER OF AGREEMENT
Job Evaluation Committee

For the purpose of assisting with the resolution of the backlog of positions currently before the job evaluation committee, the parties agree to implement the following new provisions on a temporary basis:

1. There will be a standing weekly meeting lasting at least one and a half hours each unless mutually agreed otherwise;
2. The job committee compliment shall be increased to three (3) members of labor and three (3) members of management;
3. Meetings shall not be cancelled if at least two (2) labor and two (2) management members are able to attend;
4. If a labor or management committee member is absent for two (2) weeks or more, he/she shall be temporarily replaced by a new member to avoid possible meeting cancellations;

5. The labor members committee shall be allowed two (2) additional hours per month to meet to discuss their efforts;
6. If after at least three (3) meetings, the JEC members are unable to resolve a particular job description, the University's Director of Labor Relations and the Union's Business Agent may join the committee to assist with the resolution of said job description. This meeting will be scheduled within fifteen (15) calendar days of request; and
7. The Union must submit the matter to Step 4 within thirty (30) calendar days after its receipt of notice from the University's Director of Labor Relations that the matter remains unresolved. The Director of Labor shall only deliver such notice (if necessary) following at least 1 meeting with the Union's Business Agent pursuant to paragraph 6. The time limits specified in this Section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the University and the Union, which consent shall not be unreasonably withheld by either party.

Beginning on or after September 30, 2011, either party may unilaterally delete paragraphs 1-7 above, at any time by giving written notice to the other party of its intent to do so.

Upon the execution of this Agreement, the following positions shall be assigned to the job committee:

[insert positions]

2010-14 SIDE LETTER OF AGREEMENT
Mileage Reimbursement Forms

The Library shall maintain current mileage reimbursement forms in its Human Resources Office as well as the Annex.

2010-14 SIDE LETTER OF AGREEMENT
SLAS- OUL – Facilities and Business Position Upgrade

Subject to the Union's full agreement to the SLAS- OUL – Facilities and Business job description (as submitted to the Union on October 8, 2010), the position will be upgraded to the SLS grade level.

2010-14 SIDE LETTER OF AGREEMENT

Preservation of Bargaining Unit Positions

The University agrees that any and all existing and new work and positions will be in the bargaining unit where required by the NLRA and the CBA.

2010-14 SIDE LETTER OF AGREEMENT
Article 19

The parties agree to convene the joint labor management committee in Article 19f of the Agreement in accordance with the purpose of Article 19 as stated in the preamble. The composition of the management team will vary depending upon the subject-matter discussed. The Committee shall meet at least quarterly during the life of this Agreement.

2010-14 SIDE LETTER OF AGREEMENT
Volunteers and Interns

The Library shall not utilize interns and volunteers for the specific purpose of eroding the bargaining unit personnel compliment. This excludes interns that come to the Library in order to fulfill part of their academic programs. The parties further agree that the Library's current utilization of interns and volunteers does not represent a violation of this side letter.

2010-14 SIDE LETTER OF AGREEMENT
Retirement

Beginning effective on March 15, 2011, all bargaining unit members shall be participants in the non-exempt Legacy Plan consistent with the eligibility requirements and rules provided therein.

The Union understands that participation (a minimum 2% employee contribution) in the non-exempt Legacy Plan is a mandatory term and condition of employment.

2010-14 SIDE LETTER OF AGREEMENT
Building Attendant

The University shall fill the day shift (8:00am to 4:00pm, Monday to Friday) LC I - Building Attendant position at the Sciences Library with a temporary bargaining unit member for the duration of the parties' 2010 to 2014 agreement.

2007-2010 SIDE LETTER OF AGREEMENT
Hay and Orwig Positions

Conditioned upon the Union's full agreement that the attached job descriptions accurately describe the positions (as upgraded) listed below as well as the Union's full agreement that the incumbents of said positions may be required to work evening and/or weekend hours, the University agrees implement the following upon the execution of this Agreement:

1. The two Music Library positions (currently LTA II and SLAS) shall be upgraded to SLS;
2. The East Asian SLAS position shall be upgraded to SLS;
3. The Archives SLAS position shall be upgraded to SLS;
4. The Manuscript SLAS position shall be upgraded to SLS;
5. The Pop Culture/ American Literature SLAS position shall be upgraded to SLS;
6. One Reader Services LTA II position shall be upgraded to LAS; and

7. The second Reader Services LTA II position shall be upgraded to SLAS.

All upgrades shall be step for step.

The parties agree that the duties and responsibilities contained in the job descriptions for the positions listed above shall not constitute a precedent for other bargaining unit positions.

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