BROWN UNIVERSITY’S PROPOSED
MEMORANDUM OF AGREEMENT
WITH
UNITED SERVICE AND ALLIED WORKERS – RI LIBRARY UNIT
(June 20, 2018)

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

1. Recognition of the Union

Amend Article I – 1st and 2nd Paragraph 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, Library Annex 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.
2. Seniority

Amend Article 9 - Section B - Employment, Transfer, Promotions, New Last Paragraph as follows:

Bargaining unit employees within the same job will be offered an opportunity to perform different duties within their job descriptions by seniority.

3. Climate and Weather

Amend Article 9 - Section C - Health and Safety, New Last Paragraph as follows:

Any staff member who requests vacation or personal time on the day before or the day of a major winter storm, and is approved, will only be charged for the actual time the Library was open should the Library eventually be closed. Said closure time will be charged as administrative closing time.

4. Excused Time

Amend Article 9 - Section D - Sick Leave with Pay, 5th paragraph as follows:

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. Permission of supervisors is required and will be granted unless such an absence would create a significant business hardship of the employee's supervisor; otherwise, such appointments will be charged against available accumulated sick leave. Except for appointments under one-half hour in length, this section shall not apply to medical or dental appointments that are ongoing, repetitive, or continuous such as physical therapy, chiropractor, orthodonture, etc., e.g., which will be charged against available accumulated sick leave.

5. Paternity Leave

Amend Article 9 - Section D - Sick Leave with Pay, 9th paragraph as follows:

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. Eligible employees covered by this agreement may participate in the Brown University Parental Leave Program in accordance with its policies and procedures.
6. **Personal Day**

*Amend Article 9 – Section G – Holidays, 6th paragraph as follows:*

In addition to the above holidays, each employee shall receive one two personal days with pay during each July 1-June 30 fiscal year of this Agreement. Except as otherwise provided herein, the personal days 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.

7. **Bereavement**

*Amend Article 9 – Section K – Bereavement Pay, 1st paragraph as follows:*

(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 and/or long-term 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.

*Amend Article 9 – Section K – Bereavement Pay, add new 4th paragraph as follows:*

Subject to the approval of Library Management which will not be arbitrarily denied, staff are allowed excused time of up to two hours to attend funeral services for a current or past staff member’s parent, spouse, child or sibling only if there is no Wake service.

8. **Hours of Work**

*Amend Article 10 – Hours of Work and Overtime, 6th paragraph as follows:*

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 if it is separate from
their normal shift. It is understood that overtime that is contiguous to the employee’s normal shift and project-related overtime opportunities are not subject to the 4 (Four) hour minimum requirement.

Amend Article 10 – Hours of Work and Overtime, 7th paragraph as follows:

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. The University will make every effort to provide overtime opportunities for appropriate staff in projects that the University utilizes outside vendors.

Amend Article 10 – Hours of Work and Overtime, new 11th paragraph as follows:

Sick leave with pay will be credited as time worked for the purposes of calculating overtime.

Amend Article 10 – Hours of Work and Overtime, new 12th paragraph as follows:

Subject to the advance approval of the supervisor which will not be arbitrarily denied, an employee is allowed the opportunity to make up time.

9. Tuition Reimbursement

Amend Article 13(c) – Tuition Reimbursement, 3rd paragraph as follows:

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 2625 per fiscal year.

10. Classification and Wage Rates

Amend Article 14 - Classifications and Wage Rates as follows:

2.50% (ATB) in every contract year.

Amend Article 14 - Classifications and Wage Rates, 5th paragraph as follows:

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. Negative reviews will not adversely affect an employee’s automatic step increases.

11. **Duration**

*Amend Article XX – Effective Date and Duration of Agreement, 2nd paragraph as follows:*

“This Agreement shall become effective as of October 1, 2014 October 1, 2017 and shall continue in effect until midnight, September 30, 2014 September 30, 2020 and from year to year thereafter, unless no less than sixty (60) days prior to September 30, 2014 September 30, 2020 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.”

12. **Side Letter**

**2017-2020 SIDE LETTER OF AGREEMENT**

**Bargaining Unit Position**

“The University agrees to fill the vacant SLS Gateway Services bargaining unit position as it was without changes to location.”

13. **Side Letter**

**2017-2020 SIDE LETTER OF AGREEMENT**

**Employee Review**

“The University agrees to remove ‘#5 Attendance and punctuality’ from the Employee Review form with the understanding that attendance and punctuality may still be addressed, if necessary, in the #7 ‘Comment’ section.”
14. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Job Descriptions

"The parties agree to review all bargaining unit job descriptions and to remove the "nights and weekends" language from those jobs that it does not apply to and to add "nights and weekends" language to the jobs where it does apply. Furthermore, the parties agree that the University can request that an employee work a night or weekend shift per Article 10 if not already part of the employee's full-time regular schedule and that the employee has the option to either accept an overtime assignment, change their shift or take comp time (at time and 1/2) at a later time with the approval of the employee’s supervisor."

15. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Bargaining Unit Position

"The University agrees to create a new union support position in Digital Technologies."

16. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Bargaining Unit Position

"The University agrees to create a new union support position in Technical Services."

17. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Bargaining Unit Position

"The University agrees to create a new union support position in Special Collections."

18. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Bargaining Unit Position

"The University agrees to create a new union support position in Assessment."

These positions shall be posted within 30 days of ratification*
The University and the Union desiring to foster better day to day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor management relations and avoid controversies do hereby establish this labor management committee.

In particular, the parties agree to discuss union vacant positions and/or the creation of new union positions. The parties agree to discuss potential work that is new to the Library to determine whether it will be bargaining unit work. Additionally, the parties will specifically discuss the results of the Strategic and Staffing plans under development as well as the external Staffing and Compensation Assessment that is to be conducted. The parties will also discuss staffing at the Annex and in Shelving. The determination whether to create, fill or replace a position is solely the University’s decision not subject to the grievance and arbitration procedure except as otherwise provided for in the CBA or law. The University’s decision shall be based on business reasons not for reasons which are discriminatory, arbitrary or capricious in nature.

In addition, the Committee will discuss career and professional development training programs, shadowing and mentorship initiatives, as applicable, for members to access to be better positioned for future promotional opportunities and communicate that to staff. Funds and support will be made available to effectuate the purposes of this paragraph except that no additional funds will be made available for shadowing and mentorship initiatives, hence employees will mentor or shadow at regular current straight time pay.

The composition of the management team will vary depending upon the subject-matter discussed. The Committee will consist of three (3) four (4) persons from management and three (3) four (4) from the Union and meetings may still be held with at least a quorum of the of the full membership present. A quorum shall consist of at least two members from each team present. The Committee shall determine their own membership on the Committee. Management members will include Directors, Assistant University Librarians and the Deputy University Librarian. Union members shall include three elected members and a steward. The Committee may also invite guests, as needed, from time to time. The Committee shall meet monthly during the life of this Agreement and quarterly with the University Librarian. Furthermore, if a meeting needs to be rescheduled it shall be rescheduled during the same month unless both parties agree otherwise. An agenda shall be required for each meeting and minutes will be taken to be distributed widely. The Committee shall endeavor to complete its work on matters before it within 3 months but no later than one year. If an issue cannot be resolved after one year, the matter will be referred to the Office of the University Provost for determination and resolution.
2017-2020 SIDE LETTER OF AGREEMENT
Bargaining Unit Position

“The University agrees to place the Building Coordinator position into the union upon agreement of incumbent or when incumbent vacates position at the SLX level subject to agreement on job description at 25 hours a week with no retroactivity.”

21. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Pay Level

“The University agrees to create a new union pay level SLT at 6% above the current SLS and to creating a new SLX level equivalent to the SLT for non-technology positions with the overall potential to lead to the creation of approximately seven new SLT and at least one SLX union positions over the life of the agreement. The seven SLT positions will be retroactive to October 1, 2017.”

22. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Labor Management Committee

“The University agrees to engage the services of a facilitator.”

23. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Library Committees

“The University agrees that the Union may elect from its membership to positions on internal Library committees for which union staff are eligible and that are qualified in the subject matter of the particular committee.”

24. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Workday

“The University agrees that if staff member goes into vacation time carryover status and has a fractional carryover (less than 1 hour), the staff member can (within the 6-month allowable period) arrange with his or her supervisor to use that time (which will be rounded up to the nearest 15 minutes) by adjusting their schedule.”
25. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Grievances

"The University agrees to make a commitment to adhere to the contractual time limits for grievance processing unless there is a mutual agreement to extend the time."

26. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Special Independent Project Internship

The Library supports professional development programs and initiatives for all Library staff members to enhance and expand their potential career goals. With this in mind, the Library will implement a Special Independent Project Internship that encourages library staff members to request time to work on an independent study project within a Library department of their choice.

The staff member should first speak with their current manager and department head to notify them of their intention to request a Special Independent Project (SIP) that will require time away from their regular duties. The employee will then discuss their area of interest with the specific library department and develop a project idea. The project idea would be reviewed by the department head and the subject matter librarian/curator to determine that there is a project that would meet both the needs of the staff member and those of the Library. The weekly hours and timeline for the whole project will be determined by the department head and the subject matter librarian/curator in consultation with the staff member and their current manager. The staff member would be expected to accomplish a goal(s) or objective(s) by the completion of the SIP.

The Library will endeavor to rotate the opportunity for special projects among qualified applicants and will inform staff if the Special Independent Project is not approved. Nothing herein shall be construed to permit the Union to grieve and/or arbitrate the Library’s decision not to approve a specific SIP as requested by a bargaining unit member, provided such decision is not arbitrary or capricious. The Union will be provided information on special projects being performed by students.

27. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Working Group

A “working group” composed of the union Business Agent and two stewards and from the University an AUL, interim University Librarian or designee and the Director of Labor and Employee Relations in equal representation shall meet to discuss and
establishing criteria on what defines a union position and to determine the SLX process. The “working group” shall endeavor to complete its work by September 30, 2018. If the matter cannot be resolved, the matter will be referred to the office of the University Provost for determination and resolution.

28. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Statement of Principle on Staffing

The University agrees to make no decision on staffing that will erode the bargaining unit and there is no strategy to diminish the union ranks.

29. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Future Vacancies

Barring an unforeseen financial/economic situation that severely impacts the University’s budget and/or the implementation of a hiring freeze, the University agrees to replace at least 10 vacated positions (may wholly change job itself including duties, responsibilities, etc.) during the life of this agreement.

30. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Bargaining Unit Position

“The University agrees to create a new union support position in SLS-Circulation as a floater to cover staffing needs at the Rock, SciLi and Orwig.”

31. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Bargaining Unit Position

“The University agrees to create a new union support position entitled Library Tech Assistant II-Mailroom.”

32. Side Letter

2017-2020 SIDE LETTER OF AGREEMENT
Bargaining Unit Position

“The University agrees to create a new union support position entitled SLAS-Special Collections-Reader Services.”
33. **Side Letter**

**2017-2020 SIDE LETTER OF AGREEMENT**

**Bargaining Unit Position**

"The University agrees to upgrade the position currently held by Jennifer Kennedy to 75% time."

![Signature]

Pal Smith 6-20-18

Karen McNinch 6-20-18
4. Regularly leads or directs projects of critical importance to the campus; these projects
carry substantial consequences with campus wide impact that include formulating
strategies and administering policies, processes, and resources.

5. Independently devises programs and defines problems to be studied or objectives to be
achieved. Directly involved in long-term planning for the organization.

6. Drafts policy for Library-wide decision making.

7. Involved in hiring, development, and related personnel processes.

8. Has high level budgetary responsibility for the Library.

9. Work involves defining, developing, and coordinating the implementation of new
technologies that are the building blocks of Library wide IT programs. (Developer, a non-
union role, devises programming solutions/systems vs Programmer, a union role, who
contributes code to part of the system but does not design system architecture)

Examples of these types of responsibilities are:

Establishing criteria for expansions or enhancements of a standard classification system to
accommodate special needs of a particular library.

Planning for a new building or storage facility. Developing a major system enhancement.
Evaluating/analyzing the effectiveness of library programs.

Coordinating physical and digital exhibits and marketing materials that reach a wide audience
and represent the Brown University Library brand.

FOR THE UNIVERSITY:

Amanda Bailey
Vice President for Human Resources
4-16-19
Date

FOR THE UNION:

Karen McAninch
Business Agent
4-16-19
Date
MEMORANDUM OF AGREEMENT

BETWEEN

BROWN UNIVERSITY

AND

UNITED SERVICE AND ALLIED WORKERS – RI LIBRARY UNIT

(April 16, 2019)

During negotiations for the 2017-2020 Collective Bargaining Agreement, the parties agreed to the following provision:

2017-2020 SIDE LETTER OF AGREEMENT entitled “Working Group”

A “working group” composed of the union Business Agent and two stewards and from the University an AUL, interim University Librarian or designee and the Director of Labor and Employee Relations in equal representation shall meet to discuss and establishing criteria on what defines a union position and to determine the SLX process. The “working group” shall endeavor to complete its work by September 30, 2018. If the matter cannot be resolved, the matter will be referred to the office of the University Provost for determination and resolution.

The duly convened Working Group has completed its discussions consistent with the above provision regarding “criteria on what defines a union position.”

The Working Group agreed on the general principle that certain non-supervisory positions could involve a level of responsibility for and accountability to the Library’s mission that would make them inappropriate for inclusion within the bargaining unit.

Proceeding from this general principle, the Working Group has reached the following agreement:

All future Library positions to be created or filled shall be considered union, unless one or more of the job responsibilities meet the following criteria:

1. Provides immediate supervision and/or performs managerial duties for unit or group of employees.

2. Manages programs that require formulating strategies and administering policies, processes, and resources.

3. Has specific expertise that impacts and influences campus policy and program development.