

AGREEMENT

between

BRANDEIS UNIVERSITY

and



CTW-CLC

BRANDEIS UNIVERSITY LIBRARY EXEMPT CHAPTER

July 1, 2021 – June 30, 2024

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ARTICLE I RECOGNITION

Section 1. The Bargaining Unit. Pursuant to the certification of the Union by the National Labor Relations Board in Case No. 1-RC-14, 177, the University recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment of all full-time and regular part-time professional employees reporting to a Manager, Director, or Associate University Librarian at its Waltham, Massachusetts campus, but excluding all other employees who do not report to a Manager, Director, or Associate University Librarian, students of the University who are not full-time employees, students of other colleges and universities who work at the University as part of a work-study program, faculty members, part-time employees who regularly work less than seventeen and a half (17½) hours per week, all other professional employees, the Records Manager, and all other supervisors as defined in the act.

Section 2. Definitions.

Employee: The words "employee" and "employees" as used hereafter in this Agreement refer only to such persons as are within the bargaining unit described in Section 1 of this Article.

Full-time employee: The words "full-time employee" and "full-time employees" refer only to employees who are normally scheduled to work thirty-five (35) hours or more per week for a minimum of thirty-nine (39) weeks per year.

Part-time employee: Except as provided in the letter of January 15, 1976 from Louis Ennis to Joanne Goldstein, the words "part-time employee" and "part-time employees" refer only to employees who are normally scheduled to work less than thirty-five (35) hours per week but at least seventeen and a half (17-1/2) hours per week for a minimum of thirty-nine (39) weeks per year.

Holiday: One of the thirteen (13) holidays defined by the contract (New Year's Day, Martin Luther King Day, President's Day, Good Friday Afternoon, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day). A Holiday is defined to be seven (7) hours OR 3.5 hours in the case of Good Friday afternoon.

Section 3. Temporary Employees. Employees hired on a temporary basis for six (6) months or less are excluded from the bargaining unit. If still working for the University Librarian at the end of six months, the employee becomes permanent and a member of the bargaining unit. No position will be continued on a temporary basis for more than six months. Notwithstanding the above, the University and the Union Stewards may agree to extend the six (6) month period for a specific temporary employee if the circumstances warrant such extension, but for no more than an additional six (6) months. If such extension is agreed upon and the employee is then still working for the University Librarian at the end of the extension, the employee becomes permanent and a member of the bargaining unit.

Section 4. New Employees. New employees will be advised at the time of hire that the Union is their collective bargaining representative and will be introduced to their Union Steward when they begin work.

Section 5. Notification. The University will notify the Union on a monthly basis of the following information: the name, classification, salary rate and date of hire of any new employee and the name of any employee whose employment was terminated and the date of termination. Upon the signing of this Agreement, the University will furnish the Union a current list of employees in the bargaining unit and their classifications, salary rates, dates in grade and dates of hire.

ARTICLE II **UNION MEMBERSHIP**

Section 1. Union Members. Each employee who is a member of the Union in good standing on the date of this Agreement and each employee who thereafter becomes a member of the Union shall, as a condition of employment, continue their membership in the Union during the term of this Agreement.

Section 2. New Employees. Each new employee hired on or after February 23, 1977 shall, as a condition of employment, become a member of the Union beginning forty-five (45) calendar days after either their date of hire or the effective date of this agreement, whichever is later, and shall thereafter, during the term of this Agreement, remain a member of the Union. The University shall notify the Union Stewards whenever a person eligible for such membership is accepted as a regular employee. The University will not discriminate against any of its employees because of Union membership or participation in Union affairs.

Section 3. Agency Service Fee. Each employee employed on February 23, 1977 who chooses not to become a member of the Union, as a condition of employment, beginning forty-five (45) calendar days after either their date of hire, or the effective date of this Agreement, whichever is later, shall pay monthly to the Union an agency service fee established by the Union in an amount which shall not exceed the monthly dues of the Union.

Section 4. Indemnification. The Union shall indemnify, defend and save the University harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the University at the request of the Union for the purpose of complying with this Article.

ARTICLE III
DUES AND FEES DEDUCTION

Section 1. Deductions. The University agrees to deduct Union dues, initiation fees and agency service fees from the wages of employees who authorize the University on a proper authorization form to make such deductions within the regular payroll cycle and to remit such sums to the union addressed to the Union Treasurer during the term of this Agreement. An employee may pay dues or fees directly to the Union rather than having dues deducted by the University under this Article. The amounts of such dues, initiation fees and agency service fees shall be determined in accordance with the Constitution and By-Laws of the Union and certified accordingly by the Union to the University.

Section 2. Employee List. With each remittance the University will provide the Union with a list of all employees from whose wages deductions were made.

Section 3. Indemnification. The Union shall indemnify, defend and save the University harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the University for the purpose of complying with this Article.

ARTICLE IV
NON DISCRIMINATION AND HARASSMENT

Section 1 Non Discrimination. The University and the Union each agrees that it will not discriminate against any employee in the bargaining unit because of race, color, ancestry, religious creed, gender, gender identity and expression, national or ethnic origin, sex, sexual orientation or identity, age, genetic information, disability status, military veteran, qualified special, disabled veteran or other eligible veteran status, political belief or any other category protected by federal or state law.

Section 2 Harassment. All employees are subject to the sexual and other harassment policies and procedures of the University as may be amended from time to time. The University will make copies of such policies and procedures available to all employees through the Office of Human Resources and Employee Relations. The University agrees that prior to implementing any changes to these policies, it will present a copy of the proposed changes to the Union and, upon request, will meet and discuss the changes with the Union.

Section 3. Complaints. All complaints of discrimination or harassment shall be handled in accordance with the University policy on non-discrimination and harassment. Any complaint of discrimination or harassment must be first processed under the University's policy and procedures on non-discrimination and harassment. If the employee is not satisfied with the results of that process once completed, then the employee may file a grievance under this Agreement. The grievance will not be time barred as long as it is filed within twelve (12) working days of notice of the conclusion of the University's complaint procedure for discrimination and harassment. Such a grievance shall be filed at the level of the Associate Vice President for Human Resources and Employee Relations.

ARTICLE V
INITIAL REVIEW PERIOD

Section 1. Each new employee will be considered an employee in their initial review period and shall have no seniority status until the employee has completed an initial review period of six (6) consecutive calendar months of continuous employment during which period the employee may be discharged and shall not have recourse to the grievance procedure and to arbitration under this Agreement. Days lost from work because of sickness or accident during the initial review period shall not be considered in computing said six (6) consecutive calendar months and shall not break the consecutive period. Employees in their initial review period shall be eligible for participation in the health insurance program.

If, during the initial review period, the employee is not meeting expectations, appropriate discussions between the new employee and the supervisor should take place. If termination of employment is a foreseeable outcome, the supervisor shall inform the employee of this possibility following discussions with Human Resources.

An employee who has been transferred or promoted to another bargaining unit position will not be required to complete a new initial review period.

Upon the satisfactory completion of the initial review period the employee will be placed in a regular status.

ARTICLE VI
SALARY RATES

Section 1. Minimum Hiring Salaries and Levels

The University shall establish the hiring salary of a new employee based in part upon the employee's years of post-qualifying degree work experience or the equivalent as required by the needs of the position, but such salary shall not be less than the minimum salary of the market range as established by the Office of Human Resources.

Section 2. Performance Evaluations.

For the period covered by this Agreement, performance evaluations as set forth in this section will continue to be reported, but salary increases based on merit evaluation will be suspended. The immediate supervisor (s), following University policies, procedures and formats, will prepare a performance evaluation report for each employee, which will be reviewed with the division/department head or officer reporting to the University Librarian. The immediate supervisor(s) will then meet with the employee and review the evaluation report. The employee may submit their written comments concerning the evaluation report, which will be attached to the evaluation report. Both the immediate supervisor and the employee will sign the evaluation report, but such signature by the employee shall indicate only that the document has been read and not that the employee concurs with what has been written in the evaluation report. Should the employee receive a rating that is less than satisfactory, the immediate supervisor will create a

written performance plan to codify expectations for performance improvement. This performance improvement plan will be reviewed with the employee.

Section 3. Base Rates.

All the employees listed in the attached Wage Rates Schedule Appendix shall receive those salary adjustments as set forth in that schedule. That agreed-upon Wage Rates Schedule reflects the following¹:

Year One (FY22) [retroactive to July 1, 2021: For all bargaining unit employees, the employee's FY21 base annual salary will be increased by 2.75%.

Year Two (FY23): For all bargaining unit employees, a flat amount of \$200 will be added to the employee's FY22 base annual salary, then that amount (FY22 base annual salary + \$200) increased by 2.75%;

Year Three (FY24): For all bargaining unit employees, a flat amount of \$200 will be added to the employee's FY23 base annual salary, then increased by 2.75%;

Section 4. Performance Evaluation Review Appeal Procedure.

Step 1. If an employee receives a needs improvement or unsatisfactory evaluation and such employee disagrees with such evaluation, the employee will meet with their immediate supervisor or division head within five (5) working days after receipt by the employee of the performance evaluation report and will be given an answer within five (5) working days after said meeting. When the division head and immediate supervisor are the same person this step will be omitted.

Step 2. If the employee received a needs improvement or unsatisfactory evaluation and the division head and the immediate supervisor are the same person or, if there is not satisfactory resolution at Step 1, then the employee within five (5) working days after receipt by the employee of the performance evaluation report or the answer in Step 1, as the case may be, will so advise the University Librarian or designee who will review the performance evaluation report with the employee's immediate supervisor/division head and then with the employee and give the employee an answer within five (5) working days after said review with the employee.

Step 3. If the matter is not resolved at Step 2, the employee within five (5) working days after the answer in Step 2 will so advise the Provost. The Provost will review the performance evaluation report with the University Librarian or designee and then with the employee and give the employee an answer within five (5) working days after said review with the employee. The determination of the Provost shall be the final step in the

¹ In the event of any disparity or dispute between the following text (Year One, Year Two, & Year Three) and the Wage Rates Schedule in Appendix B, the wage rates in Appendix B shall prevail.

performance evaluation review procedure. The performance evaluation procedure shall not be subject to the grievance and arbitration procedure of this agreement.

Section 5. Reevaluation. An employee whose performance needs improvement or is unsatisfactory shall, upon request of the employee or at the discretion of the University, be reevaluated after three (3) months from the applicable date. Such reevaluation shall be final and shall not be subject to review under this Agreement.

Section 6. Salary Adjustments. The University may, at any time during the duration of this contract, or any extension thereof, increase a unit member's salary beyond the specific requirements of this contract. Such increases may be as a result of University-initiated job evaluation or market considerations. The Union will be advised of any such increases and the reason for the increase. While the University may exercise this right in its discretion, it shall not be under any obligation to do so, nor shall the decision to grant, or not grant, such increases be grievable.

Section 7. Work in a Higher-Rated Job Classification. An employee who for one (1) continuous month is assigned to work in a higher-rated job classification and performs higher level responsibilities as determined by the manager shall receive additional compensation equal to at least five percent (5.0%) of the employee's salary while assuming such responsibilities, retroactive to the beginning of said month. Any compensation above 5.0% is at the sole determination of the University Librarian or their designee.

ARTICLE VII **WORKING TIME REQUIREMENTS**

Section 1. Normal Work Week. The normal work week for full-time employees shall be a minimum of thirty-five (35) hours per calendar week. The parties acknowledge that the duties and responsibilities of a professional employee, in fulfilling the demands of the profession, go beyond the normal work week. This principle should govern the amount of time an employee is required to spend in the fulfillment of their professional responsibilities, provided that professional employees shall not be required to work an unreasonable amount of time over 35 hours.

Section 2. Work schedules and Lunch Periods. Work schedules are determined by an employee's immediate supervisor(s) with effective service as the determining factor, providing that an employee's scheduling request will not be unreasonably denied. Employees may take a flexible unpaid meal period of one-half (½) hour, one (1) hour, or one and one-half (1½) hours in duration, as agreed to by the employee's immediate supervisor(s).

Full-time employees may have the opportunity to work either the regular five-day weekly schedule or a four-day weekly schedule with the permission of their manager. Employees on the four-day weekly schedule may have their schedules reviewed by the University Librarian. Those employees choosing a four-day work week shall work a minimum eight and three-quarters hour day with a minimum half-hour lunch period. Those employees choosing a five-day work week

shall work a minimum seven hour day with a minimum half-hour lunch. Normally, an employee will not be required to work more than five (5) days in a row.

Full-time staff members working a four-day schedule who take a day of vacation, sickness or a personal day will be charged 8.75 hours. Full-time staff members on a five-day schedule who take a vacation, sick or a personal day will be charged with seven (7) hours.

Staff holidays are seven (7) hours OR 3½ hours. Full-time employees on a four-day work schedule must make up hours within the pay week containing the holiday and in a way mutually agreeable to the employee and the employee's immediate supervisor for each holiday to which the employee is entitled.

The University Librarian reserves the right to suspend the four-day work week in any week when Presidential Discretionary days off with pay are given in conjunction with staff holidays.

Any changes in arrival time, departure time and length of lunch period desired by an employee requires a one-week advance notice and approval by the employee's supervisor (s).

Section 3: On Call Schedules. If the University plans to assign any employee to on-call status, it will first notify the Union to discuss implementation. For members who are on-call as designated by the University Librarian, the University will pay a stipend pursuant to the University policy for telecommunications, for cell phone and/or data plan usage.

Section 4. Breaks. Employees who are scheduled to work at least seven (7) hours in a day shall be entitled to two short breaks at reasonable times during the day. Employees shall be entitled to leave the facility during breaks.

Section 5. Shifts and Work Schedules. In view of the necessity on the part of the University to provide services for the Brandeis community, except as set forth above, nothing in this Agreement shall be construed as a guarantee of work or as an abridgement of the University's right to define the hours of work, to determine the times when employees shall be required to work, and establish such shifts and work schedules and starting and quitting times as it deems appropriate. There will be at least two-weeks' notice for any changes made to work schedules.

If the University decides to alter coverage times for employees, the appropriate manager shall meet with the affected employees to discuss appropriate coverage. The manager will first seek volunteers from the same department to cover needed shifts prior to any involuntary assignments.

ARTICLE VIII **SICK LEAVE**

Section 1. Sick Leave. An employee shall be entitled to accrue up to twelve (12) days sick leave pay per year for short-term illness. The sick leave maximum balance is twelve (12) days (84 hours). Six (6) of the twelve (12) days may be used for immediate family illness. The definition of immediate family includes parent, grandparent, spouse, committed domestic

partner, child, brother, sister, father- or mother-in-law, sister- or brother-in-law, son- or daughter-in-law, grandchild, or member of the household. (Cf. Article XVI, Death in Family). One day of sick leave is defined to be seven hours. Sick leave may be charged only in increments of one-quarter hour or more.

Section 2. Computation of a Day of Sick Leave. For a full-time employee, a day of sick leave shall be seven (7) hours per month and will be accrued each pay period. For a part-time employee, a day of sick leave with pay shall be pro-rated basis based on the employee's standard work schedule, accrued each pay period. Sick time shall be calculated based on the number of regular standard hours for which the employee is paid. Sick leave for immediate family illness, as defined in Section 1 of this Article, for part-time employees will be pro-rated. The sick leave maximum balance is pro-rated for part-time employees.

Section 3. Sick Leave Pay. An employee on paid sick leave shall receive their regular pay for the day on which the employee would otherwise have worked. This benefit will be reduced by the amount of worker's compensation and/or social security disability benefits received by the employee.

Section 4. Eligibility Requirements. To be eligible for the benefits of this sick leave plan, an eligible employee must report their illness or disability as soon as possible and in any event at least by the beginning of the employee's scheduled work day, except in cases where emergency circumstances do not permit.

Section 5. Medical Evidence. Medical evidence satisfactory to the University may be required as a condition for the receipt of sick leave pay. Employees absent from work for ten (10) working days or more due to an accident or sickness will be required, upon request, to furnish their supervisor with a doctor's certificate certifying that the employee is medically fit to return to work as a condition thereof. For FMLA leaves, a doctor's certificate will be required for an absence of five working days or longer.

Section 6. Sick Pay Redemption. A full-time employee who has used no sick leave during the previous twelve (12) months computed between anniversary dates shall be entitled to two (2) additional vacation days. An employee who has used only one (1) day of sick leave shall be entitled to one (1) additional vacation day. Sick leave redemption days not taken under this provision cannot be carried over to the next year. Sick leave redemption days may be charged only in increments of one-quarter hour or more. One sick leave redemption day is defined to be seven (7) hours. Part-time staff are entitled to this benefit on a pro-rated basis determined by the ratio of the number of hours which the employee works per week to thirty-five (35).

Section 7. Paid Family and Medical Leave Benefits. Brandeis shall provide paid family and medical leave benefits to employees on the same basis as these benefits are provided to non-union staff of the University. Such benefits may be subject to change at the University's discretion, so long as the same changes are made for non-union staff of the University. These benefits shall be compliant with Massachusetts law and will meet or exceed the level of benefits provided by statute. To the extent that Brandeis provides paid family and medical leave benefits as a straight percentage of an employee's salary, sick, vacation and personal leave will accrue on

benefits paid, but time accrued while on leave may not be used until an employee returns to work. In the event that Brandeis wishes to make any changes to paid family and medical leave benefits, it shall first notify the Union and offer the Union the opportunity to bargain about the impacts of the changes.

ARTICLE IX PERSONAL DAY

Section 1. A personal day is defined to be seven hours. A fulltime employee shall accrue up to four (4) personal days (28 hours) per year for personal matters including religious holy days. The personal leave maximum balance is four (4) days (28 hours). A part-time employee shall be entitled to the number of days of personal leave that corresponds to the ratio of hours worked per week to 35 hours per week. The personal leave balance can be carried over from year to year but the balance cannot exceed four (4) days. Personal days are accrued by pay period during the year. A personal day that is not taken shall not be paid on termination of employment. An employee is required to present their request for a personal day on the preceding day, within one half hour after their normal starting time. In the event that the employee chooses to use their personal day because of poor weather conditions or other emergency, the employee shall be entitled to present their request on the same day within one half hour after their normal starting time. The University shall not inquire as to the employee's reason for the personal day. The granting of the personal day shall be subject to the University's approval that the taking of the personal day on the day requested will not interfere with the department's operations except that permission will not be denied the employee if the purpose is observance of religious holy days. Personal days may be used for vacation. Personal days may be charged only in increments of 1/2 hour.

Section 2. During the first year of employment a fulltime employee may borrow up to four (4) personal days against future accruals for the purpose of observing religious holidays.

Section 3. No personal days may be taken if notice of termination of employment has been given less than 30 days from the last day of employment.

ARTICLE X RETIREMENT PLAN & INSURANCE PROGRAMS

Section 1. Retirement Plan. The existing Retirement Plan or a plan providing equivalent benefits will remain in full force and effect for the term of this Agreement for eligible employees. Any amendments or changes in the foregoing plan that are implemented for other exempt employees of the University shall be made applicable to employees covered by this Agreement.

Section 2. Life Insurance Program.

The University provides Group Term Life Insurance coverage to eligible staff. The following is a summary of the coverage. A formal plan document (life insurance certificate) describes the insurance in detail. The provisions of the formal plan document and not this contract summary

shall govern entitlement to benefits, benefit levels and all other matters pertaining to the life insurance program.

ELIGIBILITY: Regular full-time and part-time staff are eligible to participate in the Group Term Life Insurance plan on the first day of the month that coincides with or immediately follows the first day of employment.

BASIC NON-CONTRIBUTORY INSURANCE: The University will pay the entire cost of this portion of the plan. Maximum of basic non-contributory insurance is \$250,000.

SCHEDULE OF COVERAGE:

<u>Age Schedule</u>	<u>Amount of Coverage</u>
Up to age 70	2 x Annual Salary or \$30,000, whichever is higher
70 to retirement	50% of in-force coverage Basic and Supplemental

ADDITIONAL OPTIONAL INSURANCE: The plan also provides each eligible person options to purchase an additional \$20,000, \$50,000, \$100,000 or \$200,000 of level term life insurance. Interested employees must contact the Benefits section of the Office of Human Resources and Employee Relations for details.

Any amendments or changes in the foregoing programs that are implemented for other exempt employees of the University shall be made applicable to employees covered by this Agreement.

Section 3. Long Term Total Disability Insurance. The University contributes 100% of the premiums for the long term disability insurance policy for eligible full-time employees. The long term disability insurance benefit is as follows:

60% of first \$ 13,333 of monthly base salary
Maximum monthly benefit: \$8000

Any amendments or changes in the foregoing plan which are implemented for other exempt employees of the University shall be made applicable to employees covered by this Agreement.

Section 4. Health and Dental Insurance Programs. The University provides eligible employees with health insurance options. The Tufts Health Plan or comparable plan will continue to be offered to eligible employees. The University will pay the same contribution towards employees' health insurance as offered to non-Union University exempt staff. Any amendment or changes in the plans or in the University's contributions to the plans that are implemented for other exempt employees of the University shall be made applicable to employees covered by this Agreement.

The University provides eligible employees with dental insurance options. Options include Delta Premier and Delta Care dental plans or comparable plans. The University will pay the same contribution towards employees' dental insurance as offered to non-Union University exempt staff. Any amendment or changes in the University's contributions that are implemented for other exempt employees of the University shall be made applicable to employees covered by this Agreement.

Section 5. Insurance Contracts. It is understood that the University does not itself operate said insurance program but maintains policies or contracts with insurance companies which administer said program. The benefits under said program shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

Section 6. Federal or State Legislation. Should any Federal or State legislation be effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the University, the University and the Union will negotiate about changes to avoid duplication of costs.

ARTICLE XI **ON-THE-JOB INJURIES**

Section 1. Worker's Compensation. The University will comply with applicable Massachusetts law with regard to worker's compensation insurance coverage for employees.

Section 2. Injury at Work. An employee injured while at work shall report the injury to their supervisor as soon as possible. The employee will fill out an accident report form and submit the report to the Office of Human Resources and Employee Relations as soon as possible. The form will be filed with the Massachusetts Industrial Accident Board by the Office of Human Resources.

ARTICLE XII **HOLIDAYS**

Section 1. Paid Holidays. A full-time employee shall be entitled to holiday pay for each of the holidays listed below, provided the employee meets the eligibility requirements set forth herein:

New Year's Day	Labor Day
Martin Luther King Day	
Good Friday Afternoon (Beginning at noon)	Indigenous People Day
President's Day	Thanksgiving Day
Patriot's Day	Friday after Thanksgiving Day
Memorial Day	Juneteenth
Independence Day	Christmas Day

Part-time employees who are not regularly scheduled to work on Mondays shall be entitled to holidays on a pro-rated basis: that is, the number of holidays to which an employee is entitled will be based on the number of hours worked per week divided by thirty-five (35). A part-time employee regularly scheduled to work on a holiday shall be entitled to holiday pay for each such holiday which falls on a day on which the employee is normally scheduled to work, provided the employee meets the eligibility requirements set forth herein.

For all purposes of this Agreement each holiday named above shall mean and be observed under this Agreement on the day established by the University for its observance as a holiday. The President in their discretion may grant additional holidays in any given year.

Section 2. Holiday Pay. Holiday pay for an eligible full-time employee shall be computed on the basis of the employee's regular straight-time hourly rate times seven (7) or 3½ hours for Good Friday afternoon.

Holiday pay for an eligible part-time employee shall be computed on the basis of the employee's regular straight-time hourly rate times the number of hours for which the employee is normally scheduled on the day on which the holiday falls.

Section 3. Holiday Work. An exempt member of the bargaining unit required to work on one of the holidays listed in Section 1 above will receive another day off with pay for the time worked on the holiday. Such day shall be taken within the next two pay periods.

Section 4. Eligibility Requirements. To be eligible for holiday pay, the employee must actually perform some work within the work week in which the holiday occurs, or, if the employee is on vacation for the work week, during the last work week prior to their vacation unless on an excused absence.

Section 5. Holidays that Fall on a Weekend but are observed Monday or Friday. Employees scheduled to work both the legal holiday falling on a Saturday or a Sunday, and the University-observed holiday, falling on either a Friday or a Monday, will receive holiday pay for only one of the days. Employees may elect to take one of the following options for the other day: make up the time in the same payroll period; use personal time; use vacation time; take the day without pay.

Section 6. Yom Kippur, Rosh Hashanah and Christmas Eve. An employee will be allowed to take Yom Kippur and Rosh Hashanah as paid holidays only if regularly scheduled to work on that day. Christmas Eve Afternoon (starting at NOON) will be a paid holiday when December 24th falls on a Monday, Tuesday, Wednesday or Thursday (paid 3.5 hours).

ARTICLE XIII **VACATIONS**

Section 1. Vacation Accrual. Vacation leave is accrued on a per pay period basis. On the anniversary of an employee's date of hire, a new accrual year begins. From the date of hire up to

completing five years of service, full-time employees are entitled to 15 days per year accrued with each pay period. After completing five years of service, full-time employees are entitled to 20 days per year accrued with each pay period. Vacation leave for part-time employees is prorated on the basis of time worked.

Any amendment or change to the vacation policies that are implemented for other exempt employees of the University shall be made applicable to employees covered by this Agreement.

All employees who were on the payroll as of April 1, 2001 will accrue vacation leave on a per pay period basis up to a total of twenty days per year, beginning with the month of July, 2001.

Section 2. Continuous Active Employment. For purposes of this Article, an employee shall not be considered to have been in continuous active employment in the month in which the employee was hired if the employee commenced working after the 15th of the month.

Section 3. Vacation Pay. A day of vacation pay for a full-time employee shall be seven hours of straight pay.

Section 4. Eligibility to Use Accrued Vacation. An employee may accrue but shall not be eligible to use accrued vacation time until the employer has completed three (3) months of continuous employment.

Section 5. Holiday During Vacation. When one of the holidays listed in Section 1 of Article XII occurs during the vacation period of an employee who is entitled to holiday pay therefore, the University shall grant the employee an additional day of vacation in lieu of such holiday and holiday pay.

Section 6. Scheduling. One day of vacation for a full-time employee is defined to be seven (7) hours. Vacation leave must be charged in increments of one-quarter hour. Employees on the four-day work schedule may charge 8.75 hours of vacation leave when taking one work day off, and may charge 1.75 hours to make up the difference between a University holiday of seven (7) hours and the employee's work day of 8.75 hours.

Requests for vacation should be given with as much notice as possible but with the following minimum periods:

- A. An employee who wishes to take a vacation period of less than 35 hours must provide the supervisor with at least one (1) week notice except for emergencies or extenuating circumstance.
- B. An employee who wishes to take a vacation period of 5 (five) days or more must provide the supervisor with at least two (2) weeks notice except for emergencies or extenuating circumstances.
- C. Emergency requests for vacation leave must be made as soon as possible.

In all cases of vacation requests the supervisor shall retain the right to approve or deny the request in accordance with the operational needs of the university.

To the extent practicable and consistent with work requirements of the University as determined by the University, preference in scheduling vacations will be given in accordance with seniority.

Section 7. Carrying Forward Unused Vacation.

Employees may carry over vacation balances less than or equal to the maximum carryover allowed on December 31st of each year according to the schedule below.

<u>Completed Years of Employment</u>	<u>Maximum Carryover on December 31</u>
0-5 years	10 DAYS (70 HOURS)
5-10 years	15 DAYS (105 HOURS)
10+ years	20 DAYS (140 HOURS)

Carryover maximums are pro-rated for part-time employees.

Unused vacation accrued in the current calendar year plus whatever carryover from the previous calendar year as outlined above represents the maximum paid to staff at the termination of employment. Vacation time may not be used to extend the date of termination.

Section 8. Vacation Pay for Illness and on Termination. An employee who has exhausted their sick leave may use accrued unused vacation for days of absence from work due to personal illness. Accrued unused vacation will be paid to any employee who terminated or to the estate of any deceased employee.

Section 9. Illness During Vacation. If an employee becomes ill prior to scheduled vacation, the employee shall be entitled to reschedule their vacation in accordance with Section 6.

ARTICLE XIV
LEAVE OF ABSENCE

Section 1. Personal Leave of Absence. The University may grant an employee who has completed their probationary period a leave of absence without pay for up to two (2) months for reasons of health or other compelling personal circumstances, provided the employee submits a written application for leave whenever possible at least one (1) month in advance of the requested commencement of the leave. In case of emergency a written application will be submitted as soon as possible. The University may grant an extension of a leave for up to two (2) months in extenuating circumstances, provided the employee submits a written application for an extension at least one (1) week in advance of the requested commencement of such extension. An employee who returns from a leave of absence of more than two (2) months will be entitled, for a period of one (1) month following their readiness to return to fill the first vacancy for which the employee is qualified in the judgment of the University Librarian.

Section 2. Family Medical Leave Act. The University's Family Medical Leave Act procedure shall apply to members of both bargaining units. Notwithstanding the last sentence of the

procedure as revised 6/1/95, any proposed changes, amendments, or limitations to the procedure shall be bargained with the union.

Section 3. Maternity Leave. Following completion of the probationary period, an employee who is pregnant is eligible to receive sick pay in accordance with Article 9 for the period the employee is physically unable to work due to the pregnancy. An employee who is pregnant may remain in active employment until the employee is disabled from working due to their pregnancy, provided that the employee is able to continue to perform the duties of their position satisfactorily. An employee shall be entitled to maternity leave of absence for up to eight weeks per baby from the date of the birth provided that, if the employee is disabled due to their pregnancy so that the employee cannot return to work at the end of this period, the maternity leave will be extended, upon the presentation of a physician's statement, to the date such disability ends. The University may require a physician's statement, certifying that the employee may safely continue in active employment or, upon return from a maternity leave, that the employee may safely return to active employment. If an employee is also eligible for FMLA or PFMLA leave under the University's policies, then such leave shall run concurrently with any leave under this section. The University may grant an extension of a leave for up to two (2) months in extenuating circumstance or for the purposes of child care, provided the employee submits a written application for an extension at least one (1) week in advance of the requested commencement of such extension. An employee who is prepared to return from a leave of absence of two (2) months or less will be reinstated to their former position. An employee who is prepared to return from a leave of absence of two (2) months or more will be entitled, for a period of one (1) month following their readiness to return, to fill the first vacancy for which the employee is qualified in the judgment of the University Librarian.

Section 4. Adoption Leave

Following completion of the probationary period, an employee shall be eligible for up to eight (8) weeks of leave for purposes of adoption for a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled. The period of the leave is intended to cover whatever time is necessary immediately preceding and/or following the child's arrival. In such cases, the employee will be allowed to use their accrued sick days (up to a maximum of 12 days) and also any vacation and personal days which the employee may have accrued. The employee shall provide advanced notice to their supervisor that employee has initiated the adoption process and shall provide as much notice as possible for the start of the actual leave. At the end of the leave, the employee will return to their current position. Appropriate documentation may be requested. If an employee is also eligible for FMLA or PFMLA leave under the University's policies, then such leave shall run concurrently with any leave under this section.

Section 5. Parental Leave. If eligible under the University's policies, an employee shall be eligible for up to twelve (12) weeks of leave for purposes of attending to the cares of their newborn child. If an employee is also eligible for FMLA or PFMLA leave under the University's policies, then such leave shall run concurrently with any leave under this section. In such cases, the employee will be allowed to use their accrued sick days (up to a maximum of twelve (12) days) and also any vacation and personal days which the employee may have accrued. The employee shall provide advanced notice to their supervisor that the employee intends to request Parental Leave and shall provide as much notice as possible for the start of the

actual leave. At the end of the leave, the employee will return to their current position. Appropriate documentation may be requested

Section 6. Military Leave. An employee who is drafted or who enlists in the armed forces of the United States or who is called to active duty in the National Guard or an organized reserve unit will be granted such rights of reinstatement as required by law. Employees who have completed their probationary periods and who are called for annual active duty for training will be paid the difference between their regular pay as an employee and their military pay for a period not to exceed two (2) weeks. The University shall comply with all provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USEERA)

Section 7. General. All requests for leaves of absence and extensions of leaves shall be in writing. Failure of an employee to return to active employment on the first work day following termination of a leave or extension may result in the employee's immediate termination, except for emergency circumstances beyond the control of the employee. During the term of any unpaid leave of absence longer than two (2) weeks, an employee shall continue to accrue length of service, but shall not accrue vacation or any other benefits. An employee's medical and life insurance coverage will be continued during the period of any unpaid leave of absence (other than military leave) longer than two (2) weeks, provided the employee pays the total monthly cost of the coverage to the University upon commencement of leave and one (1) month in advance thereafter.

ARTICLE XV **JURY DUTY**

Section 1. The University agrees to pay an employee who serves on jury duty their regular day's pay for the first 3 days, if required to serve and will pay the difference, if any, between the amount received as juror's compensation and the employee's regular straight-time earnings lost on account of such jury service after the third day if necessary. Such payment shall be made upon presentation by the employee to the University of proper evidence of such service. Any employee who is excused or released from jury service with at least three and one-half (3-1/2) hours remaining during the regular work day shall return to work.

ARTICLE XVI **DEATH IN FAMILY**

Section 1. Absence with full salary is granted if death occurs in an employee's family. The definition of family includes parent, grandparent, spouse, committed domestic partner, child, brother, sister, father- or mother-in-law, sister- or brother-in-law, grandchild, son-in-law, daughter-in-law or member of the household. Time off varies depending upon circumstances and custom but may not exceed five (5) days.

ARTICLE XVII **EDUCATIONAL BENEFITS**

Section 1. Employees. A full-time employee who has completed at least three (3) months of continuous employment may audit free of charge or take for credit with full tuition remission one course per semester or session in the undergraduate or graduate program (provided the employee meets the requirements of the graduate school as a special student) at Brandeis. Employees may take courses for academic credit equivalent to one course per academic term up to a maximum of 12 credits per calendar year. Staff may be given permission to take up to 8 credits in one semester upon receipt of written request from their supervisor/department head with the understanding that a maximum of 12 credits will be approved in one calendar year. Regular staff scheduled to work half time or more are eligible to audit free of charge or to receive pro-rated tuition remission based on the employee's work schedule after three (3) months continuous employment. For example, an employee who works .75 FTE would receive 75% reduction of the course cost. Courses may be audited provided the instructor has granted permission and the employee's division head approves. Courses may be taken for credit provided the instructor, the Office of Human Resources and Employee Relations and the employee's division head have granted permission. One course per semester or session shall be permitted and if the course is offered only during working hours, the employee must arrange with their division head to make up the time and work.

Section 2. Spouses of Employees. Spouses of full-time employees who have completed at least three (3) months of continuous employment will be granted seventy-five percent (75%) tuition credit for courses taken for academic credit in the University's undergraduate program.

Section 3. Tuition Reduction Plan for Employees' Children.

(a) Eligible children of full-time employees who have completed at least four (4) years of continuous employment prior to September 1 of the academic year of the child's admission may be granted a reduction of seventy-five percent (75%) of the tuition at the University for the four (4) years in the undergraduate program.

(b) To be eligible, the child must meet all the requirements for admission and be accepted by the University Admissions Committee as a full-time matriculated student in the undergraduate program. Eligible children include natural born, adopted, stepchildren and foster children, provided a foster child must have lived in the employee's home for at least five (5) years prior to registration and must have been supported primarily by the employee.

(c) Application for tuition reduction must be made in writing by the employee to the Office of Human Resources and must be received at least two months before the beginning of the semester in which tuition remission is desired.

(d) If the employee's employment with the University terminates, or if the employee has a change of status from a full-time to a part-time employee, the benefits of this section shall cease at the end of the semester in which the termination or change in status occurs, provided that, if a child is enrolled at the time of termination of the employment of an employee who is receiving the benefits of this tuition reduction plan and if such termination is caused by either retirement at age 62 or older, death, or total disability, the child shall continue to receive the tuition reduction benefit for the remainder of the child's undergraduate program.

(c) The University's Board of Trustees reserves the right to modify or discontinue this plan at any time. In the event of discontinuance, the student will receive tuition reduction for the semester that is in progress at the time of the discontinuance.

Section 4. Courses for Professional Development. The University may grant time off without loss of regular pay for up to 3½ hours per work week to full-time employees to attend courses (not to exceed one course per semester or session) which will enhance the professional growth of the employee in their position. Such courses must not be available outside of working hours. No more than five (5) employees per semester/session may receive release time. Employees must present evidence of enrollment to be eligible for this benefit.

Library Services will make available the sum of \$15,000 per fiscal year to be distributed (as will be agreed between the University Librarian and the Union) among bargaining unit employees for the purpose of taking approved professional development courses, not to be limited to those courses offered at Simmons University.

This section is not subject to the grievance and arbitration procedure of this Agreement.

Section 5. Education Leave. The University may grant in its discretion, after four years of employment, an education leave of absence without pay for up to six (6) months. An employee seeking such a leave must apply in writing at least two months in advance of any desired leave.

Section 6. Professional Advancement. To the extent practicable, and subject to work requirements of the Library, as determined by the Library management, employees may be granted time off without loss of regular pay for the purpose of attending job related seminars and conferences. To the extent practicable, funds will be made available for registration fees and travel expenses in accordance with the University Travel Policy and Library reimbursement procedures.

ARTICLE XVIII **SENIORITY**

Section 1. Definitions.

(a) An employee's seniority shall mean their continuous and unbroken employment by the University in a position covered by this Agreement. An employee shall acquire no seniority until after completion of the probationary period. An employee who is rehired within two (2) years of termination from a full-time position shall have their seniority date adjusted so that the employee is given credit for such prior full-time employment with the University.

(b) For fringe benefit purposes only, an employee's seniority shall mean their length of continuous employment by the University provided that an employee who transfers from a "non-exempt" to an "exempt" position shall have exempt benefits applied as of the date of transfer and an employee who transfers from an "exempt" to a "non-exempt" position shall have non-exempt benefits applied as of the date of transfer.

Section 2. Loss of Seniority. An employee's length of continuous employment shall be broken and the employee shall lose their seniority if the employee:

- (a) quits or resigns;
- (b) is discharged, terminated or retired by the University;
- (c) fails to report for work upon recall from a layoff within ten (10) working days after receiving notification by registered mail of the existence of a job vacancy;
- (d) is absent from work for any reason (except a leave of absence or extension thereof granted by the University) for a continuous period of six (6) months.

Section 3. Layoff. In the event that the University decides to lay off employees in a job classification in the bargaining unit, probationary employees in such job classifications shall be first to be laid off, without regard to their individual periods of employment. If there are no probationary employees in the job classification or if all the probationary employees in the job classification have already been laid off or selected for layoff, and if the University decides to lay off additional employees in the job classification, then in selecting employees in the job classification, the University will consider the following factors: comparative qualifications, experience, performance and seniority. The determination of these matters shall be the responsibility of the University. If, as between two (2) or more employees, the factors of comparative qualifications, experience and performance are in the University's judgment equal, then seniority shall govern, with the most junior employee in the job classification subject to layoff first.

For purposes of this Article, the term "job classification" shall refer to a group of employees reporting to the same Associate University Librarian.

Section 4. Vacancies. In the event that the University decides to fill a permanent vacancy in a classification, it will post, at least ten (10) working days before filling such vacancy, a notice stating the vacancy to be filled. Both employees and non-employees may apply for the position. If, as between a bargaining unit employee and a non-bargaining unit employee, qualifications and experience are relatively equal, the bargaining unit employee will be selected.

Section 5. Filling Vacancies. As soon as possible, the University intends to fill vacancies where not to do so would place an unreasonable work load on employees.

Section 6. Promotion or Transfer. In the event a bargaining unit employee who has been promoted or transferred within the bargaining unit is not able to perform in a manner acceptable to the University Library administration, the University will return the employee to their former position if it is still vacant. If it is not vacant, the University will rehire the employee when the next vacancy occurs that the employee is qualified to fill and provided such vacancy occurs within one year.

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ARTICLE XIX
DISCIPLINE AND DISCHARGE

Section 1. The right to discipline and discharge employees for just cause shall remain the prerogative of the University, provided that the judgment of the Library administration with respect to a discharge resulting from unsatisfactory job performance shall not be set aside in arbitration unless the employee establishes that such judgment was arbitrary and capricious.

ARTICLE XX
GRIEVANCE PROCEDURE - ARBITRATION

Section 1. Purpose. The purpose of this Article is to establish a procedure for the settlement of grievances. All grievances will be handled as provided in this Article. If a grievance is once settled or if it is not presented within the time limits provided in Sections 2, 3 and 4 of this Article, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder. Holidays, Saturdays and Sundays shall not be counted in computing time limits under this Article. The University and the Union acknowledge the right of any individual employee to present a grievance directly to the University and to have such grievance adjusted, without the assistance of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided further that the Union Steward is given the opportunity to be present at such adjustment and state the Union's position on the grievance. The Union will be furnished a copy of the adjustment of any grievance presented individually by an employee.

Section 2. Formal Procedure. The aggrieved employee is strongly encouraged to discuss a grievance orally with their immediate supervisor and/or division head for the purpose of achieving an informal resolution.

Step 1. To be considered under the formal grievance and arbitration procedure, the aggrieved employee must first present the grievance in writing to the University Librarian within twenty (20) working days after the employee is made aware of or reasonably should have been aware of the event or events forming the basis for the grievance. Within five (5) working days after such presentation the grievance shall be reviewed by the University Librarian or their designee, and a representative of the Union along with the aggrieved employee. The University Librarian or their designee shall give an answer to the grievance in writing within five (5) working days following the submission of the written grievance.

Step 2. If the grievance is not settled satisfactorily to the aggrieved employee on the basis of the written answer in step 1, it shall, within five (5) working days after such written answer, be presented to the Vice President of Human Resources. Within five (5) working days after such presentation, the grievance shall be considered by the Vice President of Human Resources or their designee and a representative of the Union along with the aggrieved employee. The Vice President of Human Resources or their designee will give an answer in writing within five (5) working days following the presentation of the written grievance.

It is the University's intention to answer grievances provided for above. However, if an answer is not provided at any step within the time limits specified, the grievance shall be deemed denied on the day the written answer was due and the grievance shall be qualified to be carried forward.

A grievance involving a group of at least two (2) employees may be presented in writing at Step 1 within twenty (20) working days after the employees are made aware of the event or events giving rise to the grievance and be processed as a group grievance by the Union, provided that the "group" shall include only those employees who have advised the Union in writing in advance of the initial presentation of such grievance that they wish the Union to pursue the grievance on their behalf and provided further that the Union at such time of initial presentation furnishes the University a list of those employees who have so advised the Union.

Section 3. Submission of Grievance to Arbitration. If a grievance involving a complaint by an employee or employees (in case of a group grievance) concerning the interpretation and application of a specific provision of this Agreement with respect to such employee(s) has not been settled after being fully processed through the grievance procedure set forth in Sections 1 and 2 of this Article, then the Union, by written notice to the University within twenty (20) working days after the University's written answer, may submit such grievance to arbitration.

Section 4. Selection of Arbitrator. Selection of the arbitrator shall be by agreement of the University and the Union. However, if such agreement has not been reached within ten (10) working days after the receipt by the University of such written notice submitting the grievance to arbitration, the Union may, within twenty (20) working days after such receipt by the University, refer the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with the rules then obtaining of said Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator. Grievances which do not involve identical or related issues shall be separately processed in arbitration proceedings under this Article.

Section 5. Governing Principles. The function of the arbitrator is to determine the interpretation and application of the specific provisions of this Agreement. There shall be no right of arbitration to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or deduction from, any of the provisions of this Agreement. With respect to grievances other than those governed by Article XIX, the arbitrator shall not substitute their judgement for that of the University and in such cases shall not set aside a determination involving the exercise of judgement made by the University pursuant to the provisions of this Agreement unless the arbitrator finds that such determination was arbitrary and capricious. Grievances involving discipline and discharge shall be governed by the provisions of Article XX, hereunder shall be final and binding upon the parties.

ARTICLE XXI
NOTICE/PAY IN LIEU OF NOTICE/SEVERANCE

Section 1. Layoff

An employee who has completed their probationary period and is laid off will receive a notice period of four weeks prior to the termination of the position. The employee's manager will determine if the employee should continue to work through the four-week period, be paid in lieu of notice, or receive a combination of working notice and pay in lieu of notice.

In addition to notice period pay, the employee will receive severance pay as follows:

- Four weeks severance pay for up to two years of service
- Eight weeks severance pay for two to five years of service
- Twelve weeks severance pay for five to ten years of service
- Sixteen weeks severance pay for over ten years of service

The University will continue its contributions to health and dental insurance during the severance pay period, provided the employee was enrolled at the time of notice.

Section 2. Discharge. An employee who has completed their probationary period and who is discharged for reasons other than misconduct (including excessive absenteeism or tardiness) shall receive four (4) weeks notice or pay in lieu of notice.

Section 3. Computation of 4 Weeks of Pay in Lieu of Notice. Each week of the four weeks of pay in lieu of notice shall be based on 1/52 of the annual salary rate at the time of discharge.

Section 4. No Pay in Lieu of Notice. An employee whose termination is due to resignation, retirement, discharge for misconduct (including excessive absenteeism or tardiness) or any other reason other than layoff or discharge for other than misconduct will not be eligible for any pay hereunder.

Section 5. Layoff of Employees in the Initial Review Period. An employee who is laid off in the initial review period will be given two (2) weeks' notice or pay in lieu of notice.

Section 6. Payment. Pay in lieu of notice payments will be made on the employee's regularly scheduled pay days until exhausted or unless the employee is hired inside the University during the payment period or is recalled to work by the University. Severance pay will cease if the employee is re-employed by the University within the severance period.

Section 7. Continuation of Retirement Contributions. University contributions to a staff member's retirement account cease on the final day at work. However, University contributions are not added to supplemental payments, such as severance pay and accrued vacation payments.

ARTICLE XXII
UNION STEWARDS AND UNION ACTIVITY

Section 1. Union Stewards. The University agrees to recognize not more than three (3) Union stewards duly appointed by and acting as agents of the Union who will represent the Union in dealings with the University. The Union will furnish the University with a list of stewards and their successors. Stewards shall not lose any regular pay for conferences held by appointment with University administration during the employee's working time. The University shall not be required to deal with more than one (1) steward or their replacement with respect to any particular grievance.

Section 2. Union Business. Subject to operating requirements, the University will grant not more than two (2) employees at any one time a leave of absence without pay of up to one (1) week to attend Union conferences. Advance notice of two (2) weeks shall be provided.

ARTICLE XXIII
UNION REPRESENTATION

Section 1. A duly authorized representative of the Union shall have reasonable opportunity to enter the Library premises for the purpose of transacting Union business. When such Union representative must confer with a Union steward during working time, such conference shall be kept to a brief time and the Union representative shall advise the University Librarian's Office of their arrival. While on its premises, the Union representative shall so conduct themselves as not to affect the orderly operations of the Library.

ARTICLE XXIV
BULLETIN BOARDS

Section 1. The University makes available to the Union a bulletin board in a visible location in each Library building for its use for posting notices regarding Union business and social, educational, and recreational events of the Union.

ARTICLE XXV
MANAGEMENT RIGHTS

Section 1. All rights and authority of the University are retained by the University, except to the extent that such rights are modified by the express provisions of this Agreement. No such rights or authority shall be deemed waived or modified unless the waiver or modification is in writing and signed by the University and Union.

ARTICLE XXVI
TECHNOLOGICAL CHANGES AND RESTRUCTURING

Section 1. Technological Changes. In the event that the University introduces technological changes such as computers, data processing, or other automated equipment which affect the work of Library Services, or plans major renovation or reorganization of the physical plant, the

University will give the Union advance notice thereof and the opportunity to discuss the effect of such changes on the members of the bargaining unit.

Section 2. Restructuring. In the event that the University eliminates divisions, departments or sections or combines divisions, departments or sections, the University will give the Union advance notice thereof and the opportunity to discuss the effects of such changes on the members of the bargaining unit.

Section 3. Automation. If automation of a function necessitates redefinition of bargaining unit position(s), the Library Services administration will attempt to retrain existing personnel to fill the new position(s). If automation of a function necessitates abolition of bargaining unit position(s), the University will attempt to reassign affected employees to other comparable positions for which they qualify for up to one year from the position elimination.

ARTICLE XXVII **NO STRIKES - NO LOCKOUTS**

Section 1. No Strikes. The Union agrees that there will be no strikes (whether general, sympathetic or otherwise) picketing or any other interference with the University's operations during the life of this Agreement.

Section 2. No Lockouts. The University agrees not to conduct a lockout during the life of this Agreement.

Section 3. Violation. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will immediately order that such violation cease and that work be fully resumed. The University may impose disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 1 of this Agreement.

ARTICLE XXVIII **MISCELLANEOUS**

Section 1. Personnel Files. An employee shall have the right to inspect their personnel file located in the Office of Human Resources/Employee Relations by appointment. Employees will be given copies of any evaluations and written warnings to be added to such personnel file and shall be entitled to add a response to any document in such personnel file.

Section 2. Lounge. An employee lounge area shall be provided for employees.

Section 3. Health and Safety. The University and the Union will consult about health, safety and related problems in the library facilities which may arise and which affect Library Services employees.

The University shall provide and maintain a clean and safe environment for all workers.

The University shall provide ergonomically correct workstations which the University shall review upon request of an individual employee within a reasonable period of time.

Section 4. Snow Days. The University is mindful of the difficulties employees may face in traveling to work at times of severe weather conditions, especially snowstorms. When, due to severe weather conditions, the University closes, those employees whom the Library Services administration, in its judgment, determines are not required to report for work on that particular day will receive their regular pay and those employees who, in its judgment, are required to report for work on that particular day will receive compensatory time off at a time mutually agreed upon between the Library Services administration and the employee. Management reserves the right to designate essential personnel based on the operational needs of the University.

Section 5. Dignity and Respect. Library Services administration and the Union agree to act at all times in such a manner as to assure dignity and respect to all employees of Library Services and members of the Brandeis community who are served by Library Services.

Section 6. University Postings. Copies of postings for openings in staff vacancies throughout the University will be posted online.

Section 7. Search Committee. The Union will select one (1) union member to join search committees, convened by the University Librarian, to assist in the process of filling vacant positions, with the exception of any vacant non-exempt positions.

Section 8. Staff Exit. Library Services administration will make every effort to ensure that the electronic card access door is functioning during the operating hours of the Goldfarb/Farber Libraries.

Section 9. Library Privileges for Retired Library Services staff.

Retired University Library employees who meet the following criteria are eligible for limited borrowing privileges from the University Library:

- Employee retired from employment with the University after a minimum of ten (10) years consecutive service and is eligible for retirement benefits from the University;
- Employee is at least 62 years of age;
- Employee retired on or after July 1, 2004.

Library privileges will include access to the library for onsite electronic resources, circulating collections, hold request privileges, and Boston Library Consortium privileges as permitted by Boston Library Consortium institutions.

In addition to the foregoing, the following individuals who retired before July 1, 2020 shall be entitled to offsite access to electronic resources: Kathy Button, Jirina Cenkl, Vera Dcak, Paul Murphy, David Noreen, Judith Pinnolis, James Rosenbloom, Ralph Szymczak, Nancy Zibman.

An IT person will be designated by name and their contact information will be provided to aid the aforementioned retirees in migrating their respective brandeis.edu email accounts to a personal email account. Access to brandeis.edu email will not be shut off for six months after the date of the completed migration to ensure no loss of communication.

ARTICLE XXIX
SEPARABILITY AND ALLEGED VIOLATION

Section 1. Invalid Provision. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In such event, at the request of either party, the parties shall meet to negotiate any new provisions in substitution for the invalid provision, but no new provision shall be added except by mutual agreement of the parties.

Section 2. Waiver No Precedent. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

ARTICLE XXX
POSITION DESCRIPTIONS

If an employee's position description does not accurately describe an employee's job responsibilities and duties, their supervisor may revise the position description in consultation with Library Management and the Office of Human Resources. Employees may also bring concerns with regard to their position descriptions to their supervisor or manager, so that the supervisor may revise the employee's position description, if appropriate as described above. Employees will be notified in advance of any changes to their position description and in all cases before any changes become effective. The University shall provide training for any new duties as appropriate and at the discretion of Library Management.

ARTICLE XXXI
DURATION

Section 1. This agreement shall remain in full force and effect from July 1, 2021 until 12:01 a.m. July 1, 2024. and shall automatically be renewed from year to year thereafter unless written notice is given by either party to the other, by electronic mail, at least sixty (60) days prior to the expiration date, that termination or modification of this Agreement is desired.

In witness whereof the parties by their duly authorized representatives have executed this agreement as of this 20th day of January ~~20th~~ in the year 2023.

Local 888
Service Employees International Union

Brandeis University



MARIE KRAMER



Sandy Shoemaker

APPENDIX A

MEMORANDUM OF UNDERSTANDING SIGNED JUNE 12, 2001

In resolution of the issues raised in the University's unit clarification petition, 1-UC-765, the Service Employees International Union, District 925 ("Union") and Brandeis University ("University") agree to the following understanding concerning reorganization and creation of supervisory positions within the University's library system as it affects unit members:

1. The positions of Manager of Library Computer Infrastructure and the Preservation Officer are excluded from the exempt bargaining unit.
2. For the exempt library unit, where a question arises over whether a position is supervisory *with respect to other exempt employees in the unit*, the parties will utilize the definition of supervisor contained in the National Labor Relations Act (Section 2(11)). For the non-exempt library unit, where a question arises over whether a position is supervisory *with respect to other non-exempt employees in the unit*, the parties will utilize the definition of supervisor contained in the National Labor Relations Act (Section 2(11)). In these cases, should the parties not agree on whether such an individual is a supervisor or not, each party shall retain its rights under the procedures of the National Labor Relations Act to have such an issue resolved by the NLRB.
3. For the exempt library unit, where a question arises over whether an exempt position is supervisory with respect to *non-unit employees*, the parties will use the following definition of a supervisor to resolve whether or not the position should be excluded from the exempt unit:

A library supervisor is defined by the following authority and responsibilities: A supervisor shall have the power to effectively recommend hiring of employees, the power to train and schedule employees on an on-going basis as well as discipline permanent non-unit staff; AND the power to organize, assign, revise and evaluate the on-going work of permanent non-student staff.

4. The University agrees to form a joint labor-management committee to evaluate any proposed new supervisory position or staff reorganization which would lead to a reduction in bargaining unit positions. When considering staff reorganization and the creation of a new supervisory position, the Libraries will adhere to the following procedure:
 - a. Library management will draft an initial job description for the position.
 - b. A committee will be convened comprised of the Exempt Bargaining Unit Steward; the Non-exempt Bargaining Unit Steward; the Librarian for Administrative Services and the University Training and Labor Relations Coordinator.

c. The committee will review the job description and answer the following questions:

- Why is this position being created?
- How will the workflow of the Department be affected by this proposed change?
- Why is this change necessary?
- Is there another way (other than creating a new supervisory position) to achieve the desired outcome?
- How will the position satisfy the operating requirements of the Department?
- Does the job description reflect the necessary authority and responsibilities of a supervisor?

d. The committee will report to the University Librarian and to the Vice President for Employee Relations/Human Resources its opinion with respect to these questions, and a recommendation on whether the position should be created. After following this procedure, the final decision as to whether the supervisory position will be created or not, and whether it is supervisory in nature such that it should be excluded from the unit, shall rest with the University Librarian.

5. The Union may use the grievance procedure of the collective bargaining agreement to challenge such determinations only in cases where the parties are applying the definition of a supervisor under paragraph 3 above, and the University has decided that the position should be excluded. If the case proceeds to arbitration, the arbitrator's jurisdiction shall only extend to a determination as to whether the University followed the procedures outlined in paragraph 4 above and whether the proposed supervisory position in fact meets the definition of Paragraph 3. If the arbitrator finds that the procedure was not followed, they shall remand the matter back to the parties to correct the procedural error. If the arbitrator finds that the procedure was followed but that the position was in fact not supervisory in nature in accordance with the parties' definition in Paragraph 3 above, they shall make such finding. The University shall then decide in its discretion whether to maintain the new position or not.

In cases arising under paragraph 2 above, the parties shall retain their rights under the National Labor Relations Act, as indicated above. Such matters shall not be the basis for a grievance under the contract.

APPENDIX B

WAGE RATES SCHEDULE

CONFIDENTIAL: Due to individual salaries being listed within this appendix, copies will be held by the University Librarian, Brandeis Library Union President, SEIU Local 888 representative, and Brandeis University Office of Human Resources.

APPENDIX C

**LETTER FROM JILL HAVENS TO MAUREEN FESSENDEN
AUGUST 1998**

Ms. Jill Havens
District 925 – S.E.I.U.
1419 Hancock Street, Suite 201
Quincy, MA 02169

August 6, 1998

Dear Ms. Havens,

The following confirms continuing and new understandings reached in connection with the negotiations of the 1998 collective bargaining agreement between Local 925 and Brandeis University.

- 1) The terms of the letter from Louis Ennis to Joanne Goldstein dated January 15, 1976 shall remain in effect. Each party will retain in its records a copy of this letter.
- 2) Those Library Union members who, prior to the effective date of the 1977 Agreement between the University and Local 925, observed religious holy days with pay in addition to Yom Kippur and Rosh Hashanah shall be entitled to continue to observe these days with pay. This understanding applies to Curtis Noreen, Leslie Reicher, and James Rosenbloom.
- 3) The University currently provides parking privileges and tickets to certain Brandeis theater productions without cost. The University will not make any changes in such practices without first discussing the matter with the Union.
- 4) A professional librarian, selected by the Union, shall have the opportunity to provide input to any future search committee that may be established by the University to select a person to fill the position of the University Librarian.
- 5) Annual copies of the emergency snowstorm policy and procedure prepared by the University will be provided to the Library Administration and the Union Stewards. The University will consider proposals for changes that attach higher priority for snow removal to Library areas.
- 6) A bargaining unit representative, appointed by the bargaining unit members, will be appointed to the University Performance Review Committee when and if such committee convenes to discuss changes to the performance review form and procedures.
- 7) Upon the occasion of the next review of University fringe benefits for staff employees, the Office of Human Resources will emphasize the interest of both bargaining units in the Library in the matter of paid adoptive and paternity leave and changing the four (4) sick days per year for immediate family illness to twelve (12) days.

If the foregoing reflects your understanding, will you please affirm by signing your name on behalf of the Union in the space provided below:

Jill Havens
Local 925, SEIU, AFL-CIO

Maureen Fessenden
Brandeis University

APPENDIX D

LABOR MANAGEMENT MEETINGS

The University and the Union shall meet at least once each semester to discuss matters of mutual concern to either or both bargaining units. Participation shall be limited to no more than a total of six (6) stewards from both units chosen by the Union and five (5) members of the administration chosen by the administration.

Such meetings shall not be used for negotiations or re-negotiations of any contract provisions or for the discussion or processing of grievances.

Time spent by employees in meeting under this section shall be considered time worked and shall be paid for by the University.

Issues of office and work space can be raised as a specific topic for labor management meetings. In the case of an imminent issue or problem, the Union may request a special meeting with the University and such request shall be granted.

APPENDIX E
SIDE LETTER JULY 2007

(1) Effective with this Agreement, the three Research and Instructional Technologist positions currently held by Bren Campbell, Kathy Cannon and Sarah Walkowiak will be added to the bargaining unit. In addition, the following positions will be excluded from the unit: Network/System Analyst (formerly held by Joel Fishman); Web Development Librarian (Amy Helfman); Digital Initiatives Librarian (formerly held by Deborah Kaplan); and Library Applications Administrator (Greg McClellan).

It is provided, however, that Amy Helfman and Greg McClellan will remain represented by the Union until September 1, 2007, at which point their positions will no longer be unit positions. Ms. Helfman and Mr. McClellan will receive the negotiated general across the board increase for FY 08 but no other increases in salary.

(2) If the University decides to alter coverage times for employees, the appropriate manager shall meet with affected employees to discuss appropriate coverage. The manager will first seek volunteers to cover needed shifts prior to any involuntary assignments.

APPENDIX F
SIDE LETTER JULY 2013

(1) Over the length of the contract, the University will make a concerted effort to ensure that Public Safety will include the Library in its regular rounds between the hours of midnight and 2:00am

Over the length of the contract, the University will make a concerted effort to provide a device, such as a panic button or other similar device, for the employee who works at the front desk during the night shift.

APPENDIX G

COMPENSATION COMMITTEE AND BENEFITS COMMITTEE SIDE LETTER

It is hereby agreed by and between the Service Employees International Union, Local 888 (the "Union") and Brandeis University (the "University") (collectively, "the Parties") that the Union shall be entitled to provide a member of their own choosing to serve on each the University's Total Rewards Committee and the Benefits Equity and Advisory Group.

Appendix H

Upon signing of the July 1, 2021-June 30, 2024 Agreement, University will provide Union with a list of current bargaining unit positions and the market range for each position, including the date that the market analysis was performed.

University will disclose in each position posting (requisition) the hiring range for the position and a general description of benefits offered.

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