

Contract

Between

BRANDEIS UNIVERSITY

And

SEIU LOCAL 888

NON-EXEMPT CHAPTER



July 1, 2007 – June 30, 2010

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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 purposes of collective bargaining with respect to wages, hours, and other conditions of employment of all full-time and regular part-time employees reporting to the Chief University Librarian and employed by the University at its Waltham, Massachusetts campus, but excluding all office clerical employees, 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, confidential employees, managerial employees, faculty members, professional librarians and all other professional employees, part-time employees who regularly work less than seventeen and a half (17 1/2) hours per week, all supervisors as defined in the Act and all other employees. See also Memorandum of Understanding, dated June 12, 2001, in Appendix A.

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 twelve holidays defined by the contract (New Year's Day, Martin Luther King Day, President's Day, Good Friday Afternoon, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus 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 Chief University Librarian at the end of six (6) 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 Chief University Librarian at the end of the extension, the employee becomes permanent 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: name, classification, wage rate and date of hire of any new employee and the name of any employee whose employment has 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, rate of pay and 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 his/her 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 his/her 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 or before 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 his/her 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 will 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 from the second and fourth paychecks of the month Union dues, initiation fees and agency service fees from the wages of employees who authorize the University to make such deductions on a proper authorization form 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, and 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, and national or ethnic origin, sex, sexual orientation or identity, age, genetic information, disability status, Vietnam era 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 **PROBATIONARY PERIOD**

Section 1. Each new employee will be considered a probationary employee and shall have no seniority status until he/she has completed a probationary 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 arbitration under this Agreement. Days lost from work because of sickness or accident during the probationary period shall not be considered in computing said six (6) consecutive calendar months and shall not break the consecutive period. Probationary employees shall be eligible for participation in the health insurance program. The probationary period may be extended for a period of up to one (1) additional calendar month upon mutual agreement of the employee and the University.

An employee who has been transferred or promoted must also complete a probationary period of the same duration. Upon the satisfactory completion of the probationary period he/she will be placed in a regular status. If the staff member does not meet the requirements of the new position the provisions of Article XIX, Section 6 will apply.

The new probationary period shall apply to all employees hired after the July 30, 2007 ratification of the contract.

ARTICLE VI **WAGE RATES**

Section 1: Minimum Hiring Wages. The minimum hiring wage for each level is set forth in Appendix B hereto. The University shall establish the hiring wage for a new employee based on the employee's prior experience, but such wage shall not be less than the minimum wage for the level. An employee who is new to a classification shall not be paid less than the minimum wage of the classification. Any employee rehired into the classification held prior to termination, within one (1) year of termination, will be rehired at his/her former wage rate or the minimum rate, whichever is hired.

Section 2. Salary Following Promotion. An employee who is promoted or reclassified to a higher-rated classification will receive an increase of no less than 5%. An employee will not receive less than the minimum wage of the new grade when promoted.

Section 3. Performance Evaluation. For the period 7/1/2007– 6/30/2010 performance evaluations as set forth in this section will continue to be reported, but annual wage increases based on merit evaluation will be suspended. Notwithstanding the above, in order to receive any annual increase in wages during the term of this contract, an employee must receive a satisfactory or better annual performance evaluation in his/her classification from his/her immediate supervisor. 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 his/her 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.

Section 4. Wage Increases.

July 1, 2007 – June 30, 2008 : Those employees who were on the payroll as of the ratification of this agreement will receive wage adjustments effective July 1, 2007, as defined in the salary chart dated July 26, 2007. No eligible employee shall receive a wage increase of less than 3.4%

July 1, 2008 – June 30, 2009 : Those employees who were on the payroll as of the ratification of the Agreement will receive wage adjustments effective July 1, 2008 as defined in the salary chart dated July 26, 2007. No eligible employee shall receive a wage increase of less than 3.2%.

July 1, 2009 – June 30, 2010 : Those employees who were on the payroll as of the ratification of the Agreement will receive wage adjustments effective July 1, 2009 as defined in the salary chart dated July 26, 2007. No eligible employee shall receive a wage increase of less than 3.2%.

An employee will not receive any wage increase if his/her performance is rated less than satisfactory (e.g. needs improvement or unsatisfactory).

Section 5. Performance Evaluation 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 his/her immediate supervisor and/or division head within five (5) calendar days after receipt by the employee of the performance evaluation report and will be given an answer within five (5) calendar days after said meeting. When the immediate supervisor and division head are the same person, this step will be omitted.

Step 2. If an employee received a needs improvement or unsatisfactory evaluation and the division head and the immediate supervisor are the same person or if there is no satisfactory resolution at Step 1, then the employee within five (5) calendar days after either 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 and division head and then with the employee and will give the employee an answer within five (5) calendar days after said review with the employee.

Step 3. If the matter is not resolved at Step 2, the employee within five (5) calendar 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 will

give the employee an answer within five (5) calendar days after said review with the employee. The determination of the Provost shall be the final step in the performance evaluation review procedure. The performance evaluation shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 6. 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 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 shall receive additional compensation equal to five percent (5%) of the employee's salary while assuming such responsibilities, retroactive to the beginning of said month.

Section 8. Reclassification

A bargaining unit member who believes that his or her job should be reclassified may initiate a review of his/her existing position. A supervisor may also ask that a position that he or she supervises should be reclassified.

An employee's request for a classification review will be made on a uniform job description questionnaire form which is available on the Human Resources web site. An employee and his/her supervisor shall together complete the job description questionnaire. Any unresolved disagreements between the employee and the supervisor in completing the form shall be separately noted. The completed form, along with any areas of disagreement, will be forwarded to the University Librarian who may research the matter further and who may provide additional comments. The University Librarian will submit the final form to the Office of Human Resources/Employee Relations, along with any written attachments. A copy will be sent to the Union.

A designated representative from Human Resources will conduct a review of the job description questionnaire. The designated representative may, in his or her discretion, interview the employee, the supervisor, and/or the University Librarian to clarify any questions on the submission. The designated representative must, however, interview the employee in any case when the employee requests to be interviewed.

The designated representative will complete his/her review of the request and shall inform the employee, supervisor and the University Librarian of his or her findings, which may include a recommendation for a wage adjustment or modification of duties. Recognizing that the time for such review may vary depending on the situation, the designated representative will work with an overall goal completing his or her work within 60 calendar days of the initial request. The University Librarian will make any final decision following a review of the submitted findings and recommendations.

If the employee is dissatisfied with the decision of the University Librarian, he or she may appeal directly to the Associate Vice President for Human Resources, who shall hear the appeal in a timely manner. The decision of the Associate Vice President for Human Resources is final and cannot be appealed further or grieved under the collective bargaining agreement.

Section 9: Wage 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.

ARTICLE VII **HOURS OF WORK**

Section 1. Normal Work Week. The normal work week for a full-time employee shall be thirty-five (35) hours within one calendar week. An employee who works more than thirty-five (35) but less than forty (40) hours in any work week shall be paid for such hours worked at his/her regular straight-time rate.

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 is not unreasonably denied.

Generally, employees may arrive between 7:45am and 9:00am and depart between 3:00pm and 5:30pm. The core time of work is from 9:00am to 3:00pm. Employees are required to work the core time period unless required by their position to work outside of this schedule. A flexible lunch period (unpaid) is provided between the hours of 11:00am and 2:00pm. Employees may take a lunch period of one half hour, one hour, and one and one half 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 the Chief University Librarian. Employees on the four-day weekly schedule may have their schedules reviewed by the Chief University Librarian. Those employees choosing a four-day work week shall work an eight and three-quarters hour day with a minimum half hour lunch period. Those employees choosing a five-day work week shall work a 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) OR 3.5 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 Chief 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).

The policy of allowing a four-day work week option in the Gerstenzang Science Library shall be reviewed on an annual basis by the University.

Section 3. Breaks. Employees who are scheduled to work at least seven (7) hours in one day shall be entitled to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. The regular fifteen (15) minute breaks shall be extended to two (2) twenty (20) minutes breaks per day for those employees who work the four-day work week. Employees shall be entitled to leave the facility during breaks.

Section 4. 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 to establish such shifts and work schedules and such starting and quitting times as it deems appropriate.

Section 5. Emergency Leave.

Employees have up to 35 hours in each fiscal year to be used in hourly increments for occasional emergency time away from work not covered by available personal, vacation or sick leave. Time off taken under this provision must be made up within two weeks of the date the emergency leave was taken. New hires will have emergency leave prorated for that part of a year calculated between the date of hire and the end of the fiscal year in which the new employee was hired. Emergency leave does not carry from one fiscal year to the next. Massachusetts Small Necessities Leave of 24 hours runs concurrently with this section.

Section 6. University Lectures. Employees may be granted the opportunity to attend up to three (3) University lectures annually if Library and Technology Services operations permit.

ARTICLE VIII
OVERTIME

Section 1. Any employee who is required to work between 35 and 40 hours per week in any one work week shall be paid for such work at the rate of his/her regular straight time. Any employee who is required to work in excess of forty (40) hours in any one work week shall be paid for

hours worked beyond forty (40) at the rate of time and one-half of his/her regular straight time. Employees may be required to work a reasonable amount of overtime.

ARTICLE IX **SICK LEAVE**

Section 1. Sick Day Accrual - Full-time Employee. A full-time employee shall accrue seven (7) hours of sick leave per month, accrued with each pay period. Once accrued, up to forty-two (42) hours of such sick leave per year may be used for immediate family illness. The definition of immediate family includes parent, grandparent, spouse, same-sex 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 XVII, Death in Family.) Sick leave may be charged in increments of quarter hours only.

Section 2. Sick Leave Accrual - Part-Time Employee. A part-time employee shall accrue paid sick leave on a pro-rated basis based on the employee's regular hours worked each pay period. Sick leave for illness in the immediate family for part-time employees will be pro-rated in the same way.

Section 3. Maximum Accrual. Sick leave may be accrued up to a maximum of 1260 hours.

Section 4. Sick Leave Pay. An employee on paid sick leave shall receive his/her regular straight-time hourly rate times the number of hours per day which he/she would otherwise have worked. No employee shall receive any sick leave pay for any period for which he/she is eligible to receive any other compensation arising out of his/her employment including payments under any sickness and accident plan or under any worker's compensation law.

Section 5. Eligibility Requirement. To be eligible for the benefits of this sick leave plan, an eligible employee must report his/her 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 6. Medical Evidence. Medical evidence satisfactory to the University may be required as a condition for 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 his or her supervisor with a doctor's certificate certifying that the employee is medically fit to return to work as a condition thereof. For Family Medical Leave Act (FMLA) leaves, a doctor's certificate will be required for an absence of five working days or longer.

Section 7. Sick Leave Redemption Relating to Vacation. A full-time employee who has used no sick leave during the previous twelve (12) months from his/her anniversary date shall be entitled to fourteen (14) additional vacation hours. A full-time employee who has used only seven (7) hours of sick leave shall be entitled to seven (7) additional vacation hours. Sick leave redemption hours not used under this provision cannot be carried over to the next year. Part-time employees shall be entitled to this benefit on a pro-rated basis: that proportional part of one (1)

seven-hour day which the average number of hours worked per week by the employee during each two (2) months of continuous employment bears to thirty-five (35) hours.

Section 8. Sick Leave Redemption Relating to Retirement. Employees who have accumulated the maximum of 1260 hours of sick leave shall be entitled to retire one month (20 working days) with pay prior to retirement at age 65. If an employee chooses to retire after age 65, this provision shall apply one month (20 working days) prior to the applicable retirement.

Section 9. Extended Illness Benefits. A regular full- or part-time employee who has an extended illness or injury after having exhausted his/her sick leave shall be eligible to receive, under the conditions listed below, a payment of 60% of the employee's regular base pay up to twenty-four (24) weeks from the beginning of each illness or injury.

- a) Six (6) months years of employment at the University.
- b) Benefit begins immediately following exhaustion of sick leave.
- c) A statement from the staff member's physician (who is not a family member) confirming the extended illness and validating the need to be out of work.
- d) Absences that are work-related and covered by Workers Compensation are excluded from this benefit.
- e) Time off for extended illness will be considered as continuous service. For the first six months, sick leave and vacation shall continue to accrue.

An extended illness shall be any single, continuous illness or disability which exceeds ten (10) working days.

Once an employee's allotment has been used, a rolling twelve (12) month work interval must pass before an employee will be entitled to additional salary continuation for extended illness in accordance with the above schedule.

This benefit may not be applied intermittently.

Any amendment or changes in this plan which are implemented for other non-exempt, non-represented employees of the University shall be made applicable to employees covered by this Agreement.

ARTICLE X **RETIREMENT PLAN & INSURANCE PROGRAMS**

Section 1. Retirement Plan and Life Insurance Programs. The existing University retirement plan and life insurance program or programs providing equivalent benefits will remain in full force and effect for the term of this Agreement for all regular full-time and part-time staff. Employees eligible to participate in the group term life insurance plan shall commence participation on the first day of the month that coincides with or immediately follows three full months of employment. Employees eligible to participate in the retirement plan shall commence participation following completion of one (1) year of continuous employment and attainment of

age 26. Any amendment or changes in the University's programs which are implemented for other non-exempt employees of the University shall be made applicable to employees covered by this Agreement.

Retirement Contribution. The University and the employee will contribute to the retirement plan for the term of this Agreement on the same proportionate basis as in effect on the execution date of this Agreement. In the event that contributions to the retirement plan are increased, the participating employee and the University shall share in the increased cost in the same proportions as they presently share contributions.

Life Insurance Contribution. The University will pay the entire cost of the Basic Non-Contributory portion of the plan. Maximum of basic non-contributory insurance is \$250,000. Schedule of coverage is as follows:

<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

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.

Section 2. 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 non-exempt staff. Any amendment or changes in the plans or in the University's contributions to the plans which are implemented for other non-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 non-exempt staff. Any amendment or changes in the University's contributions which are implemented for other non-exempt employees of the University shall be made applicable to employees covered by this Agreement.

Section 3. 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 thereunder.

Section 4. Federal or State Legislation. Should any federal or state legislation become effective during the term of this Agreement providing benefits paralleling any of those provided under such hospital and medical program, health maintenance plan or life insurance program in accordance with this Article, the University and the Union will negotiate about changes to avoid duplication of costs.

Section 5. Long Term Disability Insurance

Effective January 1, 2005 the University will contribute 100% of the premiums for a long term disability insurance policy for eligible fulltime non-exempt employees, who will be subject to the insurance carrier's regulations on pre-existing conditions. The long term disability insurance benefit is as follows:

60% of first \$8,333.33 of monthly base salary
Maximum monthly benefit: \$5,000

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

ARTICLE XI
PERSONAL LEAVE

Section 1. A full-time employee shall be entitled to accrue up to twenty-eight (28) hours of personal leave annually for personal matters including religious holy days. The personal leave maximum balance is twenty-eight (28) hours. A part-time employee shall accrue personal leave on a pro-rated basis based on the employee's regular hours worked each pay period. The personal leave balance can be carried over from year to year but the balance cannot exceed twenty-eight (28) hours. Personal days are accrued by pay period during the year. Personal leave hours that are not taken shall not be paid on termination of employment. An employee is required to present his/her request for personal leave on the preceding day, within one half hour after his/her normal starting time. In the event that the employee chooses to use his/her personal leave hours because of poor weather conditions or other emergencies, the employee shall be entitled to present his/her request on the same day within one half hour after his/her normal starting time. The University shall not inquire as to the employee's reason for use of the personal leave. The granting of personal leave shall be subject to the University's approval that the taking of the personal leave 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 leave may be used for vacation. Personal leave must be taken in increments of half hours.

Section 2. During the first year of employment a fulltime employee may borrow up to 28 hours of personal leave against future accruals in order to observe religious holidays.

Section 3. No personal leave may be taken once an employee has given notification to his/her supervisor of termination of employment.

ARTICLE XII **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 his or her supervisor as soon as possible and will fill out an accident report form. The accident report form will be submitted to the Office of Human Resources and Employee Relations as soon as possible. The Office of Human Resources and Employee Relations will file the form with the Massachusetts Industrial Accident Board.

ARTICLE XIII **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	Columbus Day
President's Day	Thanksgiving Day
Patriot's Day	Friday after Thanksgiving Day
Good Friday Afternoon (beginning at NOON)	
Memorial Day	Christmas Day
Independence 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 Mondays 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 his or her 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).

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 employee required to work on a holiday listed in Section 1 of this Article shall receive time and one-half for hours worked on the holiday in addition to their regular pay for the week.

Section 4. Eligibility Requirements. To be eligible for holiday pay, the employee must work as directed both his/her last scheduled work day before, and his/her first scheduled work day after, such holiday unless excused by the University for good cause; must actually perform some work within the work week in which the holiday occurs unless on excused paid absence; must work the holiday if so scheduled; and must not be on a leave of absence or absent because of an industrial accident.

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 XIV **VACATIONS**

Section 1. Vacation Accrual. A full-time employee shall be entitled to accrue vacation time off in accordance with the following:

<u>Continuous Employment</u>	<u>Maximum Yearly Vacation Benefit</u>
First 2 years	70 HOURS
More than 2 years but not more than 10 years	105 HOURS
More than 10 years	140 HOURS

This vacation allotment shall accrue with each pay period. A part-time employee shall be entitled to accrue vacation on a pro-rated basis.

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

Section 2. Length of Continuous Employment. For purposes of determining an employee's length of continuous employment under Section 1 of this Article above, an employee in the employ of the University on July 1, 1974 will use the July 1 preceding his/her date of hire as his/her date of employment. An employee hired after July 1, 1974 will use his/her actual date of hire for purposes of determining such length of continuous employment.

Section 3. 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 and shall not be considered in continuous active employment during the period of any leave of absence in excess of two (2) weeks.

Section 4. Vacation Pay. Each hour of vacation pay shall be computed at one (1) times the employee's regular straight-time hourly rate at the time of such vacation.

Section 5. Eligibility to Use Accrued Vacation. An employee may accrue but shall not be eligible to use accrued vacation time until he/she has completed three (3) months of continuous employment.

Section 6. Scheduling. Employees must charge vacation leave in increments of one-half hour when charging less than one work day. Employees on the four-day work schedule may charge 8.75 hours of vacation leave for one day. Employees on the four-day work schedule may charge 1.75 hours of vacation leave 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 notice as soon as possible.
- B. An employee who wishes to take a vacation period of 35 hours 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 of any duration 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. Holiday During Vacation. When one of the holidays listed in Section 1 of Article XIII occurs during the vacation period of an employee who is entitled to holiday pay therefore, the University shall grant the employee an additional seven (7) hours of vacation leave in lieu of such holiday and holiday pay.

Section 8. Carrying Forward Unused Vacation. Employees may carry over vacation balances less than or equal to the maximum carryover hours 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	70 HOURS
5-10 years	105 HOURS
10+ years	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.

Delete original Section 9. Remaining sections Renumbered.

Section 9. Vacation Pay for Illness and on Termination. An employee who has exhausted his/her sick leave may use accrued unused vacation for 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. The maximum to be paid on termination of employment will not exceed the possible maximum carryover total of hours plus unused vacation hours accrued during the current fiscal year to date of termination.

Section 10. Illness During Vacation. If an employee becomes ill prior to scheduled vacation, he/she shall be entitled to reschedule his/her vacation in accordance with Section 6.

ARTICLE XV

LEAVE OF ABSENCE

Section 1. Personal Leave of Absence. The University may grant an employee who has completed his/her 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 two (2) months or more will be entitled, for a period of one (1) month following his/her readiness to return to fill the first vacancy for which the employee is qualified in the judgment of the Chief 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 she is physically unable to work due to the pregnancy. An employee who is pregnant may remain in active employment until she is disabled from working due to her pregnancy, provided that she is able to continue to perform the duties of her 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 her pregnancy so that she 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 leave under the University's FMLA policy, 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 her 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 her readiness to return, to fill the first vacancy for which the employee is qualified in the judgment of the Chief 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 his/her 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 his/her supervisor that he/she 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 his/her current position. Appropriate documentation may be requested. If an employee is also eligible for FMLA leave under the University's FMLA policy, then such leave shall run concurrently with any leave under this section.

Section 5. Parental Leave. If eligible under the University's FMLA policy, an employee shall be eligible for up to twelve (12) weeks of leave for purposes of attending to the cares of her/his newborn child. In such cases, the employee will be allowed to use her/his 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 her/his supervisor that she/he 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 her/his 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 XVI

JURY DUTY

Section 1. The University agrees to pay an employee who serves on jury duty his/her 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 XVII

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, same-sex 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 thirty-five (35) hours.

ARTICLE XVIII **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 in the undergraduate or graduate program (provided the employee meets the requirements of the graduate school as a special student) at Brandeis. 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 shall be permitted and if the course is offered only during working hours, the employee must arrange with his/her division head to make up the time and work as provided in Section 5 of Article VII of this agreement.

Section 2. Spouses and Domestic Partners of Employees. Spouses and same-sex domestic partners 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%) in 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, step-children 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 Employee Relations and Personnel Services and must be received at least two months before the beginning of the semester in which tuition reduction is desired.

(d) If the employee's employment with the University terminates, or if the employee has a change in 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.

(e) 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 which is in progress at the time of the discontinuance.

Section 4. Graduate Library School Courses.

- (a) The University may grant time off without loss of regular pay for up to three and one-half (3.50) hours per work week to full-time employees to attend ALA-accredited graduate courses in library and information science for credit. Such courses must not be available outside of working hours. No more than five (5) employees per semester may receive release time. An employee may receive release time for only one course per semester. Criteria for release time: (1) employee must have completed at least one (1) year of employment by the date of the completion of the course and (2) employee has a current performance evaluation of competent or higher. If more than five employees request this benefit in one semester, release time will be given based on seniority, on a rotating basis, as determined by the Union Steward. This previous sentence is not subject to the grievance and arbitration procedure of this agreement.
- (b) The University will make available \$5,000 per semester (Fall, Spring, Summer) for reimbursement of tuition expenses for employees attending ALA-accredited graduate courses in library and information science for credit. Criteria for eligibility: (1) employee must have completed at least one (1) year of employment by the date of the completion of the course and (2) the employee must have a current performance evaluation of competent or higher. Each semester, \$5,000 will be divided by the sum of the FTE designation of all eligible employees requesting the benefit to determine the amount to be paid to a full time equivalent employee. Each eligible employee will receive a sum equal to the fulltime equivalent amount x the employee's FTE, except that no employee will receive reimbursement for more than actual tuition paid in that semester. [Example: Three employees are eligible for reimbursement under this section. One employee is 1.0 FTE, one employee is .50 FTE, and one employee is .60 FTE. \$5,000 is divided by 2.10 (the sum of 1.0 FTE + .50 FTE + .60 FTE) to give a figure of \$2,380.95. The 1.0 FTE employee will receive $\$2,380.95 \times 1.0 = \$2,380.95$. The .50 FTE employee will receive $\$2,380.95 \times .50 = \$1,190.48$. The .60 FTE employee will receive $\$2,380.95 \times .60 = \$1,428.57$.] An employee must present evidence of successfully completing the course with a passing grade in order to be reimbursed.

Section 5. Job-Related Staff Development. To the extent practicable and subject to work requirements of Library and Technology Services (LTS), as determined by the LTS administration, employees may be granted time off without loss of regular pay for the purpose of attending job related seminars and courses.

Section 6. 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.

ARTICLE XIX
SENIORITY**Section 1. Definitions.**

(a) An employee's seniority shall mean his/her 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 his/her 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 his/her 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 his/her 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. Layoffs. In the event that the University decides to lay off employees in a particular job classification within the bargaining unit those employees selected for layoff shall displace more junior employees as follows:

- (1) the employee to be laid off shall displace the most junior employee in his/her job classification the duties of whose position the employee to be laid off has the ability to perform in a manner acceptable to the Chief University Librarian;
- (2) if there is no junior employee in such job classification the duties of whose position such employee to be laid off has the ability to perform in a manner acceptable to the Chief

University Librarian, then such employee to be laid off shall displace the most junior employee in the next lower-rated job classification the duties of whose position the employee to be laid off has the ability to perform in a manner acceptable to the Chief University Librarian.

(3) the same procedure shall apply through successively lower-rated job classifications. For purposes of this Article the term "job classification" shall refer to the salary levels 6, 7, 8 or 9.

An employee who displaces another employee shall take on the FTE of the displaced employee and all job attributes and responsibilities, including hours and days of work.

Section 3a. Layoff and Vacancies. In the event of a layoff and if a vacancy exists, an employee with minimal qualifications who in the judgment of the University can be trained within the six (6) month probationary period to handle the responsibilities of the position shall be given preference over any other applicant for such a position.

The Chief University Librarian shall be the sole judge of whether or not an employee to be laid off has the ability to perform the duties of a position and such determination shall not be arbitrable under this Agreement. Whether or not the foregoing procedure was adhered to, however, shall be arbitrable.

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) calendar 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. Promotions or lateral movement to another position may be considered only after an employee has completed successfully the probationary period in his/her current position.

Section 5. Filling Vacancies. As soon as practicable, 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 Chief University Librarian, the University will return the employee to his/her former position if it is still vacant. If it is not vacant, the University will rehire the employee when the next vacancy occurs that he/she is qualified to fill and provided such vacancy occurs within one year.

ARTICLE XX **DISCIPLINE AND DISCHARGE**

Section 1. The right to discipline and discharge employees for just cause shall remain the prerogative of the University.

ARTICLE XXI

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 his or her 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 twelve (12) working days after the event or events forming the basis for the grievance. Within five (5) working days after such presentation the grievance shall be considered by the University Librarian or her/his designee, a representative of the Union along with the aggrieved employee. The University Librarian or her/his designee shall give an answer to the grievance in writing within five (5) working days after such consideration.

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 her/his designee and a representative of the Union along with the aggrieved employee. The Vice President of Human Resources or her/his designee will give an answer in writing within five (5) working days after such consideration.

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 four (4) employees may be presented in writing at Step 1 within twelve (12) working days 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 or, addition to, or detracting from, any of the provisions of this Agreement. With respect to grievances other than those governed by Article XXI, the arbitrator shall be governed by the following principles: The arbitrator shall not substitute his/her judgment for that of the University and in such cases shall not set aside a determination involving the exercise of judgment made by the University pursuant to the provision of this Agreement unless he/she finds that such determination was arbitrary and capricious. Grievances involving discipline and discharge shall be governed by the provisions of Article XX. The award of the arbitrator on any grievance properly submitted to him/her and considered by him/her hereunder shall be final and binding upon the parties.

ARTICLE XXII

NOTICE AND SEVERANCE PAY AND BENEFITS

Section 1. Layoff.

An employee who has completed his/her 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 he/she 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 his/her probationary period and who is discharged for reasons other than misconduct (including excessive absenteeism and tardiness) shall receive five (5) days notice or pay in lieu of notice if employed less than one (1) year, or ten (10) days notice or pay in lieu of notice if employed one (1) year or more.

Section 3. Computation of a Day of Pay in Lieu of Notice. A day of pay in lieu of notice shall be equal to one-fifth (1/5) of the number of hours the employee regularly works per week at the time of layoff or termination (not exceeding seven (7)) multiplied by the employee's regular straight-time hourly rate.

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 Probationary Period. An employee who is laid off in the probationary period will be given two (2) weeks notice.

Section 6. Payment.

Pay in lieu of notice or severance pay will end if the employee is hired inside the University during the pay period or is recalled to work by the University during this 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 XXIII

UNION STEWARD AND UNION ACTIVITY

Section 1. Union Stewards. The University agrees to recognize not more than four (4) 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 his/her 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 XXIV **UNION REPRESENTATION**

Section 1. A duly authorized representative of the Union shall have reasonable opportunity to enter Library and Technology Services 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 his/her arrival. While on its premises, the Union representative shall so conduct himself/herself as not to affect the orderly operation of Library and Technology Services.

ARTICLE XXV **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, recreational and educational events of the Union.

ARTICLE XXVI **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 the 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 the Union.

ARTICLE XXVII **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 and Technology 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 effects of such changes on the members of the bargaining unit.

Section 2. Restructuring. In the event that the University eliminates 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 and Technology 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 XXVIII

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 any disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 1 of this Article.

ARTICLE XXIX

MISCELLANEOUS

Section 1. Personnel File. An employee shall have the right to inspect his/her personnel file located in the Human Resources/Employee Relations office 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. The University shall install microwave ovens in the staff rooms of Goldfarb and Gerstenzang. The University will install a machine that dispenses juice and soda.

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 and Technology Services employees.

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

Any bargaining unit employee working at a video display terminal (VDT) for two (2) continuous hours shall be entitled to a paid, 15 minute break from the work and shall be entitled additionally to a 15 minute paid break from the work for each subsequent two (2) hour period of work at the VDT. Said break shall include having the employee perform other job related responsibilities and shall not interfere with or be in place of the regular paid break.

VDT equipment shall be maintained including testing for brightness, flickers, clarity of image, contrast and adjustability.

Chairs to be used at VDT's will be adjustable for height, back, and tension. The University will investigate the possibility of adjustable desks for VDT's.

Operators who regularly work at a terminal for more than fifteen hours per week and who become pregnant may request a transfer. The University will grant the transfer in the same division if another position becomes available and the employee has the qualifications for the position as determined by the University. The transfer shall be permanent and, if necessary the salary will be adjusted according to the job classification. If no transfer is possible the employee is entitled to up to two months leave of absence without pay to begin at the time of the request for transfer. The employee will have the right to return to her original job at the end of this two month leave.

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 and Technology Services administration in its judgment, determines are not required to report for work on the 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 and Technology Services administration and the employee.

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

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

Section 7. Staff Exit. The Library and Technology 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 8. Library Privileges for Retired LTS staff.

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

Employee retired from employment with the University after a minimum of 15 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 NOT include interlibrary loan services, document delivery services, recall privileges, Hold Request privileges, or Boston Library Consortium privileges.

Library and Technology Services reserves the right to suspend or remove individual borrowing privileges in accordance with LTS policy. Nothing in this section shall be construed as the right to access electronic resources.

ARTICLE XXX
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 provisions 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 precedence with respect to future enforcement of all the terms and conditions of this Agreement.

ARTICLE XXXI
DURATION

Section 1. This agreement shall remain in full force and effect from July 1, 2007 until 12:01 a.m. July 1, 2010 and shall automatically be renewed from year to year thereafter unless written notice is given by either party to the other, by registered or certified 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 24th day of January, in the year 2008.

SEIU Local 888, CTW, CLC

Susana Segal

Brandeis University

Ant P. Brins
Ant P. Brins

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, he/she 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, he/she 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
MINIMUM YEARLY WAGES

Level	Minimum
6	\$22,000
7	\$26,000
8	\$32,000
9	\$37,000

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) The University will hold meetings with the Union to review any HVAC problems in the library as necessary.
- 8) 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 four unit employees from both units chosen by the Union and four 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. The agenda shall be agreed to by the parties at least one week in advance of any such meetings.

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.