

**Interim Agreement
BETWEEN
Brown University
AND
Teaching Assistant Labor Organization (“TALO”)
AFT/RIFT Local 6516**

PLAIN LANGUAGE SUMMARY

Note: This Plain Language Summary is the sole work of the Union, and the full Agreement is the definitive agreement for all CS SEs.

Article I: Interim Agreement

Purpose: Outlines the duration of the contract

Key Points: This Agreement shall have a term beginning the Fall 2023 academic term and ending the earliest of: one year from the date on which this Agreement begins; or the date on which a comprehensive Collective Bargaining Agreement begins.

Article II: Union Recognition and Bargaining Unit Description

Purpose: Outlines who is covered by the contract and how Brown will share with TALO who those employees are

Key Points: These are the job positions the contract covers. Collectively, they are referred to as as CS SEs, or Computer Science Student Employees:

- Undergraduate Teaching Assistants (“UTA”),
- Socially Responsible Computing Teaching Assistants (“STA”),
- Head Teaching Assistants (“HTA”),
- Head Socially Responsible Computing Teaching Assistants (“HSTA”),
- Mosaic+ Transition Program Teaching Assistants,
- Mosaic+ Transition Program Leaders,
- Health & Wellness Student Advocates,
- Diversity & Inclusion Student Advocates,
- Meta Teaching Assistants (“MTA”)

Because UTA program jobs are only available to Brown students, CS SE employment records count as “student records” and are protected under FERPA (Family Educational Rights and Privacy Act). Brown cannot disclose these records without student

permission, so, at the time of hiring, CS SEs will be asked to sign a FERPA waiver, which will allow Brown to share with TALO who is working each semester as a CS SE. The Union has a legal obligation to represent CS SEs when they are engaged in bargaining unit work and that to do so, the Union requires information about its members so that it is properly prepared to enforce the Collective Bargaining Agreement negotiated with the University.

Article III: Union Rights

Purpose: Lists what the Union is allowed to do in the context of the University

Key Points:

- Orientation: TALO is entitled to hold a paid one-hour Union orientation at the beginning of each semester.
- Good Faith Rules: Where other university unions are allowed to, TALO may use University facilities or equipment. TALO may also post announcements on bulletin boards and monitors in the CIT, and table in the CIT.
- Labor Committee: Four TALO representatives and four members of Brown administration, two of whom must be primarily employed in the CS department, will meet monthly to talk about issues facing the UTA program to make recommendations to the department and University.

Article IV: Union Security and Checkoff

Purpose: Provides details on dues and fair share fees (The Union and money)

Key Points: Because this contract affects everyone who works as a CS SE, all CS SEs performing Bargaining Unit work must either become members of TALO and pay members' dues (1.65% of gross pay), or, instead of becoming members, pay Fair Share Fees (1.4025% of gross pay). The University, with permission from the person, deducts Dues and Fair Share Fees from every paycheck and sends it to the Union automatically. CS SEs may choose to have the University deduct Dues or Fair Share fees from each paycheck to be sent to the Union. CS SEs may, however, choose to make this payment in some other another manner.

Article V Management Rights

Purpose: Outlines the exclusive rights retained by the University administration

Key Points: The University retains a list of rights that the Union does not have power to negotiate over, in particular, anything related to academic matters or the day-to-day functioning of the University.

Article VI No Strikes-No Lockouts

Purpose: Outlines tactics that are not acceptable by the University or Union

Key Points: TALO agrees that it will not go on strike during the life of this contract, while also recognizing that all CS SEs have the right to respect picket lines. Should members of their own volition engage in any disruption of the University's operations and activities, they may be subject to discipline as laid out in this agreement for unapproved absence from work. CS SEs shall not be asked to work as replacement labor in the event of labor actions by other groups on campus. The University agrees that it will not lockout CS SEs during the life of the contract.

Article VII Equal Employment Opportunity and Non-Discrimination

Purpose: Describes protections against discrimination and harassment

Key Points: This article reiterates many standing University policies regarding discrimination and harassment:

“The University and the Union agree not to discriminate or permit harassment on the basis of race, color, religion, age, national or ethnic origin, disability, status as a veteran, sexual orientation, gender identity, gender expression or sex or any other characteristic protected under applicable federal or state law and caste, which is protected under the Corporation of Brown University's Policy Statement on Equal Opportunity, Nondiscrimination and Affirmative Action. In the spirit of a mutual commitment to a truly integrated, diverse and inclusive community, the University and the Union further agree not to discriminate or permit harassment based on Union membership or Union activity, participation in a grievance or complaint process (formal or informal) provided under this Agreement, marital, parental or pregnancy status, citizenship status, height or weight.”

Additionally, CS SEs are protected against power-based harassment:

“...instances of harassment, bullying behavior, or retaliation of any kind are prohibited. This kind of behavior includes but is not limited to power-based harassment, which is abusive or intimidating behavior by individuals who hold supervisory authority over students or employees, when such conduct interferes with or limits an employee's ability to perform their job or denies or limits a student's ability to participate in or benefit from the University's programs and thus creates a hostile work or learning environment.”

CS SEs are further protected from retaliation for reporting any instance of discrimination and harassment.

The complaint process is as follows:

- 1) A complaint is filed with relevant University office (e.g. Title IX Office)
- 2) Appropriate remedial and protective measures (e.g. counseling, no contact orders, schedule modification, etc.) are implemented during the complaint process.
- 3) Using the standard processes, the University makes a determination about whether discrimination occurred and what the disciplinary action should be
- 4) If the Union thinks the University breached the contract in handling the complaint, the Union can pursue mediation.

Article VIII Discipline and Discharge

Purpose: Lists the main forms of discipline the University can take if a CS SE does not meet their employment expectations

Key Points: The scope of this article applies only to SEs in their roles as employees. All academic matters are outside the scope of this article and contract. The Union and University encourage informal resolutions between supervisors and employees with regard to work performance issues. If such resolution is unsatisfactory, CS SEs are entitled to a three-step discipline process. This includes two written warnings before escalating to discharge (firing). CS SEs who have permitted the release of personal information to the Union in accordance with Article II, Section C, upon written request, are entitled to have a Union representative present at any disciplinary meeting.

Article IX Compensation

Purpose: Establishes the compensation structure for CS SEs

Key points: CS SEs will be paid every two weeks, and must report all their hours by the end of the pay period (with a one-day grace period). Any back pay issues must be resolved within two pay periods (four weeks) from the time the CS SE brings the issue to CS Department and HR administrators' attention. Additionally, CS SEs get one hour of paid sick leave for every 35 hours they work.

Position	Base Hourly Rate
UTA	\$20.00
STA	\$20.00
UTA-STA	\$20.00
Mosaic+ Transition Program TA	\$20.50

Health & Wellness Student Advocate	\$20.50
Diversity & Inclusion Student Advocate	\$20.50
HTA	\$22.00
HSTA	\$22.00
Mosaic+ Transition Program Leader	\$22.00
MTA	\$27.50

Article X Positions & Responsibilities

Purpose: Details the University’s responsibilities to CS SEs, the general responsibilities for each role covered by the contract, and some specific duties excluded from each of those roles.

Key Points:

- Appointments: All CS SEs shall be assigned a position in Workday before they are expected to engage in any bargaining unit work.
- Academic Code: All CS SEs must comply with the Academic Code of Conduct which requires all students to report academic misconduct. Prosecution of misconduct by students is not required by the academic code.
- Workload: The University and the Union will work together to address overwork among CS SEs. Under certain conditions, CS SEs may be allowed to work over their position’s stated hours, but measures are now in place to safeguard against consistent and outsized cases of overwork.
- TA Camp: The University shall provide housing and food accommodations for all CS SEs during TA Camp, subject to availability.
- Training: Clear and proper training is necessary for all CS SEs to perform their duties.
- Course Development: Article X defines what counts as limited development versus extensive development, timelines and appropriate quantities for work demands, as well as accommodations for timely feedback on that work.
- Job Descriptions: The University and the Department agree that posted job descriptions for bargaining unit roles will adhere to the job descriptions and general parameters as described in Article X.
- Roles and Responsibilities: Please see Article X itself for details regarding each role and the duties that are excluded from those roles, respectively.

Article XI Data Collection and Inclusive Hiring

Purpose: Steps to support an inclusive hiring process and DEI initiatives

Key Points: The Union and University agree to some rudimentary steps to support student concerns surrounding racial and gender equity in the hiring of CS SEs. The Computer Science Department will maintain on staff an employee with dedicated expertise and effort in support of its Diversity, Equity and Inclusion programs and efforts, which include arranging training for the Diversity and Inclusion advocates and Health and Wellness advocates, as well as supporting and supervising the work of the Mosaic+ Transition Program Leader and TAs. Additionally, the University will begin collecting voluntary demographic data as a part of the University's hiring process. This data will subsequently be made available to certain members of the Union.

Article XII Grievance Procedure

Purpose: Details the specific steps for investigating and resolving a grievance

Key Points: A grievance is any dispute about the interpretation, application or (claimed) violation of part of this contract. Any CS SE who files a grievance may have a Union Representative represent and/or support them during the process.

The procedure with regard to grievances shall be as follows:

First Step. Oral discussion between CS SE bringing up the concern, a Union representative, and the person who they are bringing up the grievance against. Resolutions shall be finalized in writing.

Second Step. If step one does not resolve the issue, a formal grievance report can be made to the CS Director of Undergraduate Studies (as of 9/29/23, Tom Doepner), who must respond within 5 days in writing.

Third Step. If step two does not resolve the issue, a written request to discuss the matter with the CS Department Chair (as of 9/29/23, Roberto Tamassia) can be made, with a response by 15 days after the meeting. Such requests must be made within 10 business days of the DUS's written decision.

If these steps don't succeed in solving the issue, the matter can be taken to a neutral third party through the American Arbitration Association.

Article XIII Severability

Summary: If any law is passed that invalidates any portion of this contract, the remainder of the contract will remain in effect. In such an event, upon thirty (30) days'

notice from either side, the parties agree to renegotiate any provision that has been invalidated.

Article XIV Entire Agreement

Summary: This contract cannot be changed unless both the Union and the University agree to make changes or amendments.