

2011–2015

AGREEMENT

Trustees of
Boston University

and

Local 2324
United Automobile, Aerospace,
and Agricultural Implement
Workers of America



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PREAMBLE

The purpose of this Agreement is to promote good relations between the University, the Union, and the employees in the bargaining unit represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of the University and the Union to come together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings or grievances relating to employment.

Both parties recognize that the success of the University is dependent upon mutual cooperation. This requires that management, employees and the Union work together to enhance the quality of educational services provided by the University.

The University and the Union agree to schedule regular monthly meetings. Management will be represented by the Department Head of the Office of Human Resources. The Union will be represented by the Union designated representative. By mutual agreement of the parties, these meetings may also include other members of the Office of Human Resources and the officers, stewards and grievance committee members of the Union.

ARTICLE 1

Recognition

The Trustees of Boston University recognize Local 2324, United Automobile, Aerospace, and Agricultural Implement Workers of America, as the exclusive collective bargaining representative of all full-time and regular part-time clerical, technical and service employees (who work twenty-six-and-one-quarter [26-1/4] hours or more per week and are not covered by other union contracts) employed at the Charles River Campus, but excluding guards, watchmen, supervisors, and professional employees as defined in the Act, and confidential, temporary, seasonal, and casual employees.

CASE NO. I-RC-15, 201

This Agreement does not cover or apply to students attending the University, and nothing in this Agreement shall in any way restrict the University from continuing its practice of assigning work to students whom the University may employ so that they may earn part of their expenses while studying at the University.

ARTICLE 2

Union Security

Employees covered by this Agreement who are members of the Union on the date of its ratification by the Trustees of Boston University shall, as a condition of continued employment, either maintain their membership in the Union or pay to the Union a service fee in an amount equal to the regular, uniformly required membership dues of the Union (not including fees, fines, assessments, or any other charges.) Employees who are not union members can object to the use of their payments for certain purposes and are required to pay only their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

Employees covered by this Agreement who are or were hired on or after the first of July, 1984, and who do not elect, or did not elect, within the forty-fifth day after the date of their employment to become members of the Union, shall, as a

condition of continued employment, be required to pay to the Union the service fee defined above, beginning on and after the forty-fifth day after the effective date of this Agreement or after the forty-fifth day of their employment, whichever is later.

Employees covered by this Agreement who were not members of the Union prior to July 1, 1984, are not obligated to become members of the Union and are not required to pay the service fee defined above.

ARTICLE 3

Dues and Service Fee Checkoff

The University agrees to deduct the initiation fee and weekly, the regular Union membership dues or service fee from the wages earned by any employee covered by this Agreement and to remit such dues and service fee, monthly, to the Union, provided such employee previously has delivered a written authorization and direction to make such deduction to the University's Payroll Manager.

The authorization of the deduction of the Union dues or service fees from any employee's wages shall be voluntary on the part of the employee and may be revoked by the employee by individual notice in writing mailed by registered or certified letter to the Union and the University's Payroll Manager postmarked between June 21 and June 30, inclusive, of each year this Agreement is effective or upon its termination.

Any employee covered by Article 2 of this Agreement who must pay union dues or the service fee as a condition of continued employment is required to make that payment directly and promptly to the Union if he/she elects not to have that payment deducted by the University.

The Union shall indemnify the University against any and all claims, demands, suits, or any forms of liability that may arise out of action taken or not taken by the University at the Union's request for the purposes of complying with any of the above provisions.

With each remittance, the employer will provide the Union with a list of the names of employees and the dates and amounts of deductions made for each employee.

A. During the life of this Agreement, the University agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form; provided further, however, that the University will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form.

B. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

C. A properly executed copy of the "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the University before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check off of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

D. Deductions shall be made, pursuant to the forms received by the University, from the employees' first union dues period in the first month following receipt of the check off authorization card and shall continue until the check off authorization is revoked in writing. The University agrees to remit said deductions promptly to UAW V-CAP, in care of: Bank One, Dept. 78232, Article 23 Voluntary Exchange, PO Box 78000, Detroit, MI 48278-0232.

E. The University further agrees to furnish UAW V-CAP with the name, address, Social Security number, and date of last authorization of those

employees for whom deductions have been made. The University further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee's deductions. This information shall be furnished along with each remittance electronically in a format conveniently available to the University's accounting system.

ARTICLE 4

Notification

The University will furnish the Union, on a monthly basis, the following information on employees covered by this Agreement. Such reports will be provided via print or, where practical, electronic media and will be furnished within fifteen (15) days after the end of each month.

(1) A listing showing name, job title, job level, base hourly rate, normal weekly hours, department, campus address, date of hire, and EEO code.

(2) Where employees have either been transferred or promoted into or within the bargaining unit since the previous report, the effective date will be given in the monthly report. Where employees are transferred from the bargaining unit, or terminated from University employment since the previous report, name, type of transaction, and effective date will be given in the monthly report.

(3) A listing of all jobs which are no longer included in the bargaining unit due to becoming administrative, professional, or executive positions under the Fair Labor Standards Act.

(4) A listing of all promotion and transfer letters for positions covered by the collective bargaining agreement.

The University will inform the Union of all programs offered to members of the bargaining unit by the Office of Family Resources.

ARTICLE 5

Union Rights

Section 1. The University agrees to recognize one (1) Union steward and one (1) alternate steward for every forty (40) employees in the bargaining unit, each of whom shall be duly designated by the Union and act as its agent. Stewards shall be entitled to spend up to five (5) hours per month with pay to carry out the terms of this Agreement.

Up to six (6) elected officers of the Union shall be entitled to spend up to seven (7) hours per month with pay to carry out the terms of this Agreement. Up to four (4) Grievance Committee members and the Vice President shall be entitled to spend up to eight (8) hours per month with pay to carry out the terms of this Agreement. Unused hours in any given month may not be carried forward.

The Union will furnish to the University's Department Head of the Office of Human Resources, monthly, a listing showing the name, Union title, and effective date of Union title of all Union stewards, elected officers, and Grievance Committee members who are currently eligible to be paid for time spent in carrying out the terms of this Agreement. Only those employees whose names, Union titles, and effective date of Union titles have been furnished to the Department Head of the Office of Human Resources as required herein are eligible for payments for absences from work attributable to carrying out the terms of this Agreement.

Employees requesting payments for absences from work attributable to carrying out the terms of this Agreement shall report all such time on their weekly time records and to their immediate supervisors.

Section 2. The elected officers, stewards and the local Organizer of the Union shall be entitled to contact employees at work on matters regarding the administration of this Agreement, providing supervision is notified in advance and there is no interference with University business. Elected Union representatives must notify supervision in advance of their absences from work to attend grievance meetings, arbitrations, and Union meetings. Under normal conditions, this notice must be provided to supervision at least one business day in advance of the expected absence.

Section 3. Except for leave requested by a member who is elected President, Vice President or Financial Secretary/Treasurer, in which case the leave of absence will be governed under Article 39H, Article 39A (Personal Leaves), will apply to a leave of absence without pay to perform Union business. During such leave, seniority will accrue to the same extent as during a Personal Leave under Article 39A, Personal Leave.

Section 4. Article 39H (Union Leave of Absence) will apply to a leave of absence without pay to two (2) Union member(s) who are elected President, Vice President or Financial Secretary/Treasurer.

Section 5. Members of the bargaining unit shall be permitted to wear Union badges, pins and stickers.

Section 6. Authorized representatives of the Union shall have access to appropriate University premises during regular working hours for the transaction of Union business and to ascertain if the provisions of this Agreement are being complied with, provided such access does not interfere with University business and prior notification is given to the Department Head of the Office of Human Resources.

Section 7. The University will permit the Union to post notices of its meetings and other Union activities on the ten (10) bulletin boards whose locations have been selected by the Union and approved by the University. The University agrees to provide enclosed bulletin boards.

Section 8. University meeting facilities may be used for Union activities only on the same basis as they are currently used--i.e., upon written approval of the Department Head of the Office of Human Resources and subject to the same regulations which apply to other non-University, non-sponsored groups who wish to use University facilities.

ARTICLE 6

Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Administration reserves and retains, solely and exclusively, all of its rights to manage the University and its activities and operations.

ARTICLE 7

No Discrimination

Neither the University nor the Union will discriminate, within the meaning of applicable law, against any person employed for employment or applying.

ARTICLE 8

No Strike/No Lockout

It is recognized that the need for continued and uninterrupted operation of the University is of paramount importance and that there should be no interference with such operation.

A. During the term of this Agreement, the University will not lockout any employee covered by this Agreement.

B. During the term of this Agreement, there shall be no strikes, work stoppages, slowdowns, picketing or any other interference with the operation of the University.

C. During the term of this Agreement, there shall be no sympathy strikes, such as a refusal to cross a lawful or unlawful picket line established on or near the University's property by another union. In the event that the University believes that the Union or any of the employees covered hereunder is in violation of the provisions of this Paragraph C, then the University, the Union, and the employees shall follow, and abide by, the following procedures:

- (1) An expedited arbitration procedure may be invoked by the University and shall be commenced upon oral notice, confirmed in writing, to the other party and to the person thereafter designated as arbitrator in the manner provided below. The arbitrator shall hold a hearing as expeditiously as possible, but in no event later than twenty-four (24) hours after receipt of said notice. If the Union has promptly disavowed the activity complained of and is using its best efforts to bring that activity to a halt, the hearing will not be held until the end of this twenty-four (24) hour period. The arbitrator's decision shall issue within three (3) hours after the conclusion of the hearing unless the University agrees to waive this time limitation.

- (2) The arbitrators appointed by the parties for purposes of this expedited arbitration procedure are (1) Lawrence Holden (2) Eric Schmertz, (3) James Healy. These arbitrators shall be called in the order in which they are listed and arbitration proceedings under this provision shall be held on the University's premises or at such other place as may be designated by the arbitrator. In the event all three of the above arbitrators inform the parties that they are unavailable, the parties must select another arbitrator within four (4) hours and failing such mutual designation, the Federal Mediation and Conciliation Service may be requested by either party to designate an arbitrator, which designation must be made within four (4) hours of the request. All fees and expenses of the arbitrator shall be borne by the losing party, who shall be designated as such by the arbitrator. All other costs of the expedited arbitration shall be borne by the party incurring them.

- (3) The arbitrator shall have the authority to direct the Union and/or the employees to cease and desist from violating this Article and to order such other steps to be taken as necessary to bring about compliance with his/her decision and the requirements of this Article.

- (4) Should the Union and/or the employees fail to abide immediately with the decision of the arbitrator, the Union and the employees hereby consent to the entry of a temporary restraining order, preliminary injunction, and/or permanent injunction enjoining and restraining the conduct found violative of this Article immediately upon knowledge of the filing of court papers requesting such relief and without regard to formal service thereof.

D. The University may discharge or otherwise discipline employees who violate the provisions of Paragraphs B or C of this Article. An issue of fact as to whether an employee engaged in, participated in or encouraged any of the conduct prohibited in Paragraphs B or C of this Article may be submitted through the grievance and arbitration procedure established by Article 14 of this Agreement, but if

an employee has engaged in, participated in or encouraged any such conduct, the University's decision as to the appropriate discipline shall be final and binding on the Union and the employee. In addition, the Union shall be liable for damages for any violation of this Article.

ARTICLE 9

Position Descriptions

Every position within the bargaining unit shall have a position description. A position description shall be a clear, concise and accurate summary of duties, responsibilities, and requirements of the position and shall include any special conditions of employment. Though it is understood that a position description may not be all-inclusive of an employee's position duties, such unspecified duties will be limited to the employee's basic occupational category.

A complete set of position descriptions for bargaining unit positions shall be on file at the Office of Human Resources and shall be available for examination and copying by the Union.

On the first day of employment, each new employee shall be furnished with a copy of his/her position description.

ARTICLE 10

Temporary Assignment

As the need arises, employees may be temporarily assigned to perform duties or to work in areas other than those for which they are currently assigned. Temporary assignments will ordinarily extend no longer than three (3) months.

An employee temporarily assuming substantial duties of a higher-rated job for four (4) days or longer shall have his/her pay increased to the minimum of the new level or an increase of eight and one-half (8.5) percent, whichever is greater, retroactive to the first (1st) day of such assignment. An employee temporarily transferred to a lower-rated job shall maintain his/her regular rate of pay.

All temporary assignments under this Article must be authorized in writing by the Department Head and must specify the job title and level to which the employee has been temporarily assigned, pay rate increase, if any, and the expected duration of the assignment. The University shall notify the Union when an employee is placed on temporary assignment.

ARTICLE 11

Seniority

Seniority is defined as the length of time a bargaining unit employee has been employed on a regular and continuous basis in those positions now covered by this Agreement.

All new employees shall be considered probationary employees until they have been in the employ of the University for a period of ninety (90) days from the date of their employment. During their probationary period, employees shall have no seniority rights and may be terminated or transferred at the sole election of the University and without recourse to the grievance and arbitration provisions of this Agreement. Upon mutual agreement between the University and the Union, an employee's probationary period may be extended to a period not to exceed one-hundred and eighty (180) days.

If the probationary employee has been approved by his/her department head to seek a transfer, that employee's probationary period will be extended by thirty (30) days. If such an employee obtains a transfer, he/she will begin a new ninety (90) day probationary period in that new position. A probationary employee may transfer only once.

Upon successful completion of the probationary period, seniority and all rights under the contract will accrue retroactively to the employee's initial date of hire, except where this Agreement specifically provides that a right commences on successful completion of the probationary period.

Loss of Seniority

Seniority will be lost when an employee:

- (a) Terminates voluntarily;
- (b) Is discharged for just cause;
- (c) Is permanently laid off for twelve (12) months; or
- (d) Fails to return to work within two (2) weeks after receiving notification to return to work from layoff.
- (e) Is incarcerated for a period of not less than thirty (30) calendar days, regardless of whether it is pre-trial detention or post-conviction imprisonment.
- (f) Overstays or extends an approved leave of absence without authorization (including statutory leaves of absence); except for good and just cause.
- (g) Is absent for four (4) consecutive days without notifying the University; except for good and just cause.

Temporary Employees:

Temporary employees who are hired into regular full- and/or part-time positions covered by this Agreement will have the time employed as a temporary employee counted towards the completion of the probationary period in accordance with the following criteria:

- 1. The duties performed as a temporary employee must be the same or similar to the duties and responsibilities for the regular position into which he or she is hired as outlined in the Position Description Questionnaire.
- 2. The supervisory reporting structure of the position must be identical to the time spent as a temporary employee.

ARTICLE 12

Filling of Vacancies

It is the University's intent to encourage and assist employees in advancing their careers. The University commits itself to active affirmative action recruitment and promotion with regard to bargaining unit positions in accordance with the legal

requirements of affirmative action. The Union is entitled to consult with the Manager of Employment and Training regarding recruitment procedures and policies.

Vacancies within the bargaining unit shall be filled according to the following criteria, except where these criteria interfere with the legal requirements of affirmative action.

- 1. The University shall give first consideration for vacancies to present employees within the bargaining unit to the extent practicable before hiring new employees.
- 2. Seniority shall be a major factor in all decisions concerning filling of vacancies. Other factors shall include skill, ability and experience.

Where two or more qualified candidates are relatively equal with respect to their qualifications, seniority shall determine the selection.

A. Position Posting

A brief description of all bargaining unit position openings will be listed on the Office of Human Resources website (<http://www.bu.edu/personnel>). Employees may request a hard copy through the Office of Human Resources. During the position's first week of posting, only internal candidates who have applied through the Office of Human Resources may be interviewed by the hiring department. However, a waiver of posting may be granted, at the discretion of the Manager of Employment and Training for open job postings, which are likely to have no qualified internal candidates. The University will promptly notify the Union of such waivers. Departments will make printed copies of the postings available in the departments where employees do not have access to the internet. Descriptions of position openings shall include the following information: 1) date the position is available; 2) department; 3) position title; 4) position classification; 5) starting rate range; 6) basic function and responsibility; 7) accurate qualifications, including any educational requirements and applicable equivalent experience; and 8) number of hours in the work week.

The University will make every effort to fill posted vacant positions within a reasonable amount of time. If a vacancy is not filled in thirty (30) days, the Union, upon its request, shall be informed as to the reasons.

B. Promotion and Transfer Procedure

1. An employee in the bargaining unit who has worked in his/her current position for at least six (6) months is entitled to apply to the Office of Human Resources for any posted vacancy. An applicant is not required to inform his/her supervisor of such application until the applicant has been deemed qualified to fill the vacancy. An employee in the bargaining unit who has worked in his/her current position for less than six (6) months is entitled to apply to the Office of Human Resources for any vacancy upon approval by his/her department head. "An employee will be eligible to apply for a transfer if he/she received an overall score of "meets standards" or higher on his/her most recent performance appraisal; however an employee who receives "below standards" in more than one category will not be eligible for a transfer. An employee who does not have a current evaluation must be approved by his or her supervisor. No employee shall apply directly for any posted vacancy. Employees must apply only through the Office of Human Resources.

2. The Office of Human Resources will notify a bargaining unit applicant in writing within five (5) working days from the date of application if he/she is not qualified to fill the vacancy. Such notice will also include reasons why the applicant is not considered qualified.

3. After the vacancy has been filled, the Office of Human Resources shall directly notify, as expeditiously as possible, all qualified applicants not selected that the vacancy has been filled.

4. If within six (6) months, an employee who has transferred or been promoted to another job finds the position unsatisfactory or is unable to meet the basic requirements, the University will assist the employee in identifying available positions for which he/she may be qualified.

ARTICLE 13

Bargaining Unit Work and Non-Bargaining Unit Work

The Union recognizes the right of the University to assign to employees outside the bargaining unit (as defined in Article I, Recognition) the same kinds of work

in carrying out their responsibilities as that normally performed by bargaining unit employees. The University recognizes that it has an obligation to refrain from exercising this right arbitrarily, capriciously, or in bad faith. It is not the University's intention to erode the bargaining unit.

Upon request of the Union, the University will meet and discuss the impact of such assignments on the bargaining unit.

ARTICLE 14

Grievance and Arbitration

The purpose of this Article is to establish a procedure for the settlement of grievances. The representatives of both the Union and the University shall be responsible for making prompt and earnest efforts to adjust grievances or misunderstandings between employees and the University, or the Union and the University.

Except as otherwise specifically stated elsewhere in this Agreement, the term grievance means any dispute between a bargaining unit employee and the University, or the Union and the University, that involves an alleged violation of or the application or interpretation of the provisions of this Agreement.

Step 1. Prior to the filing of a written grievance, the Grievant and/or the Union Steward will present the grievance to the immediate supervisor of the Grievant as quickly as possible after the occurrence of the alleged violation and will attempt to resolve the grievance without formal proceedings. The Union and the University jointly acknowledge the right of any employee involved to present grievances to and adjust them with the appropriate representatives of the University without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment. The Union and the University further recognize that most disputes will be resolved between the employee and the employee's immediate supervisor with or without the Union steward, and the parties will

encourage such informal settlements.

Grievances which are not settled with the immediate supervisor and which the Union elects to submit formally will be processed as follows:

Step 2. The Union must reduce the grievance to writing and submit it to the Department Head not later than twenty (20) working days after the occurrence of the alleged violation. The written grievance shall specify the provision or provisions of the Agreement claimed to be violated and the remedy requested. The grievance will be discussed at a conference involving the Union Steward or a Grievance Committee Member, the Grievant, the Department Head or his/her designee, and an Employee Relations Representative or other designee of the Department Head of the Office of Human Resources. Such conference will be held within five (5) working days after the grievance was submitted. The Department Head or his/her designee will respond to the grievance in writing within five (5) working days of the conference. Requests to extend the deadline for filing Step 2 grievances must be approved by the Department Head or his/her designee.

If the grievance is not resolved at Step 2 and the Department Head's response is to be appealed, the Union must process the grievance to Step 3 by submitting, within five (5) working days of the receipt of the Department Head's response, a written request to the Department Head of the Office of Human Resources for a Step 3 conference.

Step 3. The Grievant, Union Steward or Grievance Committee Member, and Union designated representative or his/her designee shall meet with the Department Head or his/her designee, Employee Relations Representative or other designee of the Department Head of the Office of Human Resources, and the Department Head of the Office of Human Resources or his/her designee within ten (10) working days of the receipt of the Step 3 grievance, to discuss the written grievance. Within seven (7) working days of the meeting, the Department Head

of the Office of Human Resources or his/her designee will respond in writing to the Union designated representative or his/her designee, with a copy to the Grievant.

Requests to extend the deadline for filing Step 3 grievances must be approved by the Head of the Office of Human Resources or his/her designee.

Union and Management representatives, other than those indicated above, may attend Step 1, Step 2, or Step 3 conferences only by mutual agreement of the responsible Union and Management representatives at each step.

The Grievant shall be paid at his/her regular rate of pay for time spent actually participating in grievance proceedings held during his/her regularly scheduled work period. Time actually spent by the Union Steward or Grievance Committee Member in grievance proceedings will be charged against the paid time allotted in Article 5, Section 1.

The Union may pursue a grievance not resolved under Step 3 above to arbitration if within twenty (20) working days of the Step 3 response the grievance is submitted to the American Arbitration Association for processing under its Labor Arbitration Rules with a copy of the submission to the University.

Upon mutual agreement of the University and the Union, the time limits specified in this Article may be extended. Requests to extend the deadline for filing, scheduling or responding to Step Two grievances may be granted upon mutual agreement by both parties. Failure by the University to meet contractual deadlines regarding the processing of a grievance without an agreed upon extension by both parties may result in the grievance being moved to Step Three of the grievance process.

The arbitrator shall not be empowered to add to, subtract from, or modify in any way the terms of this Agreement. Unrelated grievance issues shall not be submitted to the same arbitrator at the same time. The decision of the arbitrator shall be final and binding on all parties. The costs of the arbitration shall be borne equally by both parties.

The University and the Union agree that no proposal or counterproposal which was made during the negotiations for, but is not contained in, this Agreement and no discussions relating to any such proposal or counterproposal will be disclosed or referred to by either party or any of its representatives in any arbitration proceeding hereunder.

Time needed to prepare for arbitration and time spent at the arbitration itself are not compensable.

By mutual agreement between the University and the Union, in the case of discharge or Union grievance, the Union may initiate the grievance at Step 3 if, not later than twenty (20) working days after the occurrence of the alleged violation, it submits a written grievance, which specifies the provision or the provisions of the Agreement claimed to be violated and the remedy requested, to the Department Head of the Office of Human Resources. If a discharge case is not resolved at Step 3 above, by mutual agreement of the Union and Management, the case may be processed as an expedited arbitration.

ARTICLE 15

Discipline and Discharge

The University may discipline or discharge an employee for just and good cause. Discipline shall be limited to warnings or suspensions. The reasons for the warning or suspension shall be stated explicitly.

Prior to conducting an investigatory meeting the University will inform the employee that he/she may, upon request, have a union representative present.

Within three (3) working days after the discharge or suspension of an employee covered by this Agreement (except probationary employees), the University will notify the Union of the discharge or suspension.

The University agrees that it will provide notification to the Union of any written warning that is placed in the employee's official file in the Office of Human Resources.

ARTICLE 16

Sexual Harassment

The University recognizes that no employee shall be subject to sexual harassment. In this spirit it agrees to post in all work areas a statement of its commitment to this principle. Sexual harassment means any unwanted sexual attention that is prohibited by Title VII of the Civil Rights Act of 1964, as amended. In the case of such harassment, an employee may pursue the grievance procedure for redress. Grievances under this Article will be processed in an expedited manner. If the grievance is settled and the employee feels unable to return to his/her job, the employee shall be entitled to transfer to an equivalent position at the same salary and grade if a vacancy then exists for which he/she is qualified.

ARTICLE 17

Consultation on Working Conditions

The University is committed to the principle of consultation with employees prior to making changes which affect their working conditions.

Section 1. Where new or additional equipment affecting employees is required, the University agrees that it will consult the affected employees as early as possible prior to its purchase or rental.

Section 2. Where the University plans major renovation and/or reorganization of the physical plant, any employees whose work areas are affected will be consulted as early as possible prior to implementation.

Section 3. Where a permanent change is considered in the location of work areas or in working procedures, the University agrees that the affected employees will be consulted as early as possible prior to implementation of those changes.

Section 4. Where the University plans a significant reduction in force, it agrees to meet and consult with the Union as soon as practical prior to implementation.

Section 5. Where employees' jobs are affected by a reduction in force, the University will meet with the affected employees as soon as practical after the layoff.

Consultation refers to the asking of advice or opinion of affected employees.

The provisions of this Article will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 18
Health and Safety

Section 1.

The University shall provide and maintain safe working conditions, with regard to employees' health and welfare.

The University agrees to continue the Health and Safety Committee, composed of an equal number of representatives of the Union and the University administration, to monitor and advise on all occupational health and safety issues affecting employees including health and safety education and notification. The failure of the University to act on the recommendations of this Committee is not subject to the grievance provisions of this Agreement.

The University will provide the Union representatives of the Health and Safety Committee at its monthly meeting with a monthly summary of OSHA recordable occupational injuries, if any, which have occurred during the preceding month in work areas in which employees covered by this Agreement regularly work, except the report will not include those incidents which are peculiar to the occupations of employees represented by Local 254, S.E.I.U. These reports will provide the data in the same format as the information appears on the OSHA Form 200 log.

If, in a crisis situation, the temperature in any work area impairs an employee's ability to do his/her job, the employee will be reassigned to another work area. If the employee is not reassigned, the Department Head, with the concurrence of the Department Head of the Office of Human Resources or his/her designee, may allow the employee to leave with pay until the situation is corrected.

Where necessary to protect an employee's safety on the job, the University shall provide an employee with protective clothing while performing normal work duties.

The University agrees to maintain in good condition staff lounges and to take into consideration the need for staff lounges in the construction, acquisition, or renovation of buildings.

ARTICLE 19
Affirmative Action and Minority Concerns

The University and the Union agree to an affirmative action principle and, subject to the provisions of the Article entitled "No Discrimination", agree further to insure that minority and handicapped bargaining unit employees are given equal opportunity for employment, advancement, and promotion.

The University will provide the Union a copy of its Affirmative Action Plan within one (1) week of the effective date and a copy of the annual updates to the Plan as they become available. The Plan shall also be summarized in easily readable form and made available to all members of the bargaining unit. The Union shall be notified of any changes in the Affirmative Action Plan as it applies to members of the bargaining unit covered by this Agreement.

The University shall inform the Union, upon notification, of compliance reviews by governmental agencies concerning bargaining unit employees. The committee will review quarterly the summary applicant flow statistics for bargaining unit positions.

The University and the Union agree to continue the joint Union-Management committee on affirmative action and minority concerns. The committee will discuss matters of concern relating to recruitment, training, promotion and other job-related concerns of minorities and handicapped bargaining unit employees. The committee will be composed of four (4) representatives from the Union and four (4) representatives from the University. The committee will meet up to twelve (12) times per year and will make advisory recommendations to the University.

Any decision by the University not to accept the recommendations of the committee is not subject to the grievance provisions of this Agreement.

ARTICLE 20

Personal Work

No employee shall be required to perform personal services solely for the personal benefit of his/her supervisor or any other employee.

No employee shall perform any unauthorized work for his/her personal benefit or the personal benefit of any other employee or any unauthorized services for any non-University person or organization during working time.

ARTICLE 21

Dress Code

Employees' attire shall be appropriate for the nature of their job and area in which they work.

ARTICLE 22

Personnel Records and the Employee's Right to Privacy

In maintaining personnel files, the University will give highest priority to accuracy, fairness, confidentiality and a minimum of intrusiveness. For the duration of this Agreement, the University will maintain and enforce the following information practices with respect to non-University inquiries on current employees:

The University will verify-

- (a) Current Salary
- (b) Position Title
- (c) Date of Employment

The above information will be disclosed only upon the written authorization of an employee or under court order or subpoena.

It is understood that the only official file recognized by the University shall be kept in the Office of Human Resources.

An employee shall have the right to examine by appointment, and obtain a single copy of any materials in his/her personnel file kept in the Office of Human Resources, except confidential communications to members of management. A

terminated employee shall have the same right provided he/she exercises it within two (2) weeks after termination.

An employee will have the right to comment on any materials in his/her personnel file which he/she believes to be inaccurate or incomplete, and such comment shall become a permanent part of that file for as long as the file is maintained. It is understood that the presence of such comments in the file does not necessarily imply agreement on the part of the University.

Should the employee win a grievance entirely, the record of that grievance, as well as any record of the alleged violation, will, at the aggrieved employee's request, be expunged from the employee's personnel file.

Upon request of the employee, disciplinary letters shall be removed from an employee's personnel file provided there are no other letters of disciplinary action in the employee's personnel file within three (3) years following the date of the initial disciplinary letter.

ARTICLE 23

Wages

A. Market Adjustment

Effective July 4, 2011, all employees who are actively employed on this date will receive a one (1.0) percent market adjustment as an increase to their base hourly rate of pay.

B. General Increases

All employees who are actively employed on the effective date of the increase shall receive an increase to their individual hourly base rates of pay as follows:

<u>Effective Date</u>	<u>Percent Increase</u>
July 4, 2011	2.5%
July 2, 2012	2.0%
July 1, 2013	2.0%
June 30, 2014	2.0%

However, employees who have completed three (3) to five (5) years of service as of the effective date of the increase will receive the negotiated increases (general and performance) or an adjustment to the first quartile*, whichever is greater. Employees who have completed five (5) or more years of service as of the effective date of the increase will receive the negotiated increases (general and performance) or an adjustment to the midpoint*, whichever is greater.

*To be eligible for an adjustment to the first quartile or the midpoint, an employee must receive an evaluation of “meets standards” or higher on his/her most recent performance appraisal.

C. Performance Increase and Pay Range Adjustments

1. Performance Increases

All bargaining unit employees who have completed the probationary period on or before the 1st of April preceding the effective date of the increase will be eligible for the performance increases. Only employees who are actively employed on the effective date will be eligible for performance increases. The University will allocate an amount equal to 1% of the annualized payroll for the bargaining unit, based on the last payroll for the month of April of each year, for performance increases. Individual performance increases will range from \$100 to \$500 per annum. Performance increases will average \$350 for the first year of the contract and will be increased each year by the percentage of the general increase. If an employee’s evaluation is adjusted such that the employee would have qualified for a higher performance increase amount, the employee will receive such increase retroactive to the effective date of the original increase. Any eligible employee who receives an overall performance rating of at least “meets standards” will receive a performance increase. The increases will be added to the base hourly rates on the effective dates listed in Section B above.

The parties agree to meet annually within one month following the distribution of the performance increases to review the total amount allocated.

All increases are based on 35 hours per week, 12 months per year work schedules. For all other schedules, the increases will be pro-rated.

The University will have the final authority as to which eligible employees will receive performance increases and the amount of such increases, and such decisions will not be subject to the grievance and arbitration provisions of this Agreement. However, employees who receive performance ratings of at least “meets standards” will receive a performance increase.

2. Hourly Wage Rate Ranges

The hourly wage rate ranges will be adjusted as follows:

July 4, 2011	3.0%
July 2, 2012	3.0%
July 1, 2013	3.0%
June 30, 2014	3.0%

The hourly wage rate ranges are listed in Schedule A in the Appendix to the contract.

D. Hiring Rates and Performance Increases

1. The minimum hiring rate for each job classification shall not be less than the minimum of the rate range established for the job level assigned to that job classification.

2. Non-probationary employees may be granted performance increases at the sole discretion of the University. No provisions of this Agreement shall restrict the University in its right to grant or deny such performance increases, nor shall any University decision as to this matter be subject to the Agreement’s grievance and arbitration provisions. The University will notify the Union of performance increases granted.

E. Promotional Increases

Employees who are promoted to a higher job level will be entitled to a minimum promotional increase of 8.5 percent or the minimum rate of the new level, whichever is greater.

F. Job Classification

1. For purposes of this Agreement, the following terms shall have the following meanings:

- a. Position Title. A descriptive title assigned to a specific position.
- b. Position Description. A description of the general duties of the specific position sufficient to apply the job evaluation procedure in the Boston University Non-Exempt Job Classification Manual, revised July 15, 1985 (hereinafter referred to as the Manual), given a properly completed Position Study Questionnaire.
- c. Job Classification. The title and description assigned to a specific category of positions.
- d. Job Level and Rate Range. The level and rate range set forth in Schedule A.
- e. Position Evaluation Procedure. The method of applying factors and respective degrees to the position in order to determine the proper position level.

2. The Job Classification System is based upon the factors outlined in the Manual.

3. The University's determination of a position's classification, including its position title and level, is final, unless it is shown to be arbitrary or capricious.

4. The schedule of job levels and basic wage rate ranges applicable thereto is made part of this Agreement as Schedule A to this Article.

5. Nothing in this Article shall be construed as limiting the right of the University to add new jobs or positions or to change or discontinue existing jobs or positions.

G. Paychecks

The University will offer Direct Bank Deposit of payroll through the Automated Clearing House system. Upon completion of appropriate authorization, an employee is entitled to have his/her weekly net pay deposited

directly in a bank of his/her choice which participates in this system. Paycheck stubs will reflect accrued but unused vacation and sick leave.

ARTICLE 24

Shift Differential

A night shift is any shift which commences at or after 2:00 p.m.

All employees who work the night shift shall receive one dollar and ten cents (\$1.10) per hour shift differential for all hours worked on the night shift effective July 4th 2011, and one dollar fifteen cents (\$1.15) per hour shift differential for all hours worked on a night shift effective July 1, 2013.

A night shift employee whose shift is moved forward during the summer months due to earlier closing times will also be entitled to shift differential pay for all hours actually worked after 2:00 p.m.

ARTICLE 25

Overtime

Employees shall receive pay at the rate of one-and-one-half (1-1/2) times their regular rate of pay for time worked in excess of forty (40) hours in any work week.

No employee shall receive overtime pay unless he/she actually works more than forty (40) hours in any given work week, except that when an employee does not work on a holiday but is paid therefore pursuant to Article 33 (Holidays), the hours not worked will be counted as hours worked in determining whether time worked exceeds forty (40) hours in the work week.

Overtime and holiday premium pay under Article 33 (Holidays) shall not be duplicated or pyramided.

As a condition of employment, employees are expected to work a reasonable amount of overtime. During certain peak workload periods at the University, employees must accept overtime assignments. Determination of peak workload periods rests solely with the University. Except where it is not feasible to do so, the University will give employees reasonable prior notice of overtime assignments.

Employees required to work ten (10) hours in any given day will be allowed a half-hour paid meal period and will receive a meal allowance of ten dollars (\$10). In lieu of the meal allowance, the University may provide a meal of equal or greater value.

If an employee, having been directed to work overtime after the end of his/her regularly scheduled shift, timely reports for such assignment but no work is available, the employee will receive one (1) hour's pay at one-and-one-half (1-1/2) times his/her regular straight-time rate unless the employee is notified by the end of that regularly scheduled shift not to report. If an employee, having been directed to work overtime on a day other than his/her regularly scheduled workdays, timely reports for such assignment but no work is available, the employee will receive two (2) hours' pay at one-and-one-half (1-1/2) times his/her regular straight-time rate unless the employee is notified before leaving home for work not to report.

ARTICLE 26

Hours of Work, Base Pay Computation

The normal work week shall be either 35 hours, 37 1/2 hours, or 40 hours, depending upon departmental requirements. For the purpose of computing payroll, the work week is defined as seven (7) consecutive, 24-hour periods, beginning at 12:01 a.m., Monday, and continuing to midnight the following Sunday. Pay shall be computed on the number of hours actually worked during the work week. (See Article 25, Overtime.)

The scheduling of meal periods and their duration, which shall be not less than thirty (30) minutes, shall be at the University's discretion, but meal periods are unpaid. Meal periods may not be taken during the first or last hours of a shift or combined with rest periods except with the prior approval of the supervisor.

The provisions of this Article shall not be construed as a guarantee to any employee of any specific number of hours of work either per day or per week, or as limiting the right of the University to fix the number of hours of work (including overtime) either per day or per week.

ARTICLE 27

Rest Periods

Two (2) scheduled paid rest periods, of fifteen (15) minutes each, shall be allowed during each normally scheduled workday. Rest-period time is non-cumulative. Rest periods may not be taken during the first or last hours of a shift or combined with meal periods except with the prior approval of the supervisor.

ARTICLE 28

Flexible Work Hours

The University will consider requests from employees to arrange a flexible work schedule. Although the determination for flexible work schedules rests solely with the University, the University agrees that it will honor such requests where work flow and department requirements can accommodate such arrangements.

ARTICLE 29

Career Ladders/Job Training

The University agrees to encourage skills development and career planning for employees, recognizing the obvious benefits derived from the improvement of such skills.

The Union shall be entitled to consult with an employment and training specialist regarding skills, training and career planning programs for employees.

The University will continue to strive to provide training that will meet the needs of employees and provide employees with resources and tools to help their personal and professional growth.

The University will make available to the Union a listing showing all of the job families in the bargaining unit. Within job families, jobs will be listed in order of grade level.

The University will also make available to all bargaining unit employees applying for a promotion or transfer, advisory information regarding the promotion and transfer procedures and the career counseling services available through the Office of Human Resources.

ARTICLE 30

Tuition Remission

Full-time employees who work nine (9) or more months per year are eligible for the following tuition remission benefits in accordance with the following requirements:

EMPLOYEE:

One hundred (100) percent tuition remission for the first four (4) credit hours of courses per semester (graduate and undergraduate). Ninety (90) percent tuition remission for up to four (4) additional credit hours in any one (1) semester. Employees hired on or after July 1, 1985, must be employed on both the first and last official day of a given semester (or summer session) in order to be eligible for benefits for that semester. Employees hired prior to July 1, 1981 and who are enrolled as of the effective date of this agreement in an undergraduate degree program are eligible for one hundred (100) percent tuition remission for up to eight (8) credit hours in any one (1) semester.

SPOUSE:

Fifty (50) percent tuition remission. Employees must complete twelve (12) months of service to be eligible for this benefit.

DEPENDENT CHILDREN:

Fifty (50) percent tuition remission after employee has completed four (4) months of service. For employees hired prior to January 1, 1995, one hundred (100) percent tuition remission after sixteen (16) months of service. For employees hired on or after January 1, 1995 ninety (90) percent tuition remission after employee has completed sixteen (16) months of service.

For purposes of this Article, one (1) Summer Term is considered one (1) semester, without regard to whether the student participated in Summer Session I, Summer Session II, or both, during a given Summer Term.

The University may refuse to allow an employee who is delinquent in making tuition payments to continue under the Tuition Remission Program.

The University reserves the right to refuse to allow an employee to attend a class under the Tuition Remission Program where such attendance would conflict

with work schedules. Further, no employee will receive pay while attending class during scheduled work hours.

Employees may make the required tuition remission co-payment through payroll deductions; to be paid in full by the end of the semester for which the co-payment is due.

Other limitations and special conditions relating to the University's Tuition Remission Program, as set forth in the University's Application for Tuition Remission, shall also be applicable under this Article.

The University will consult with the Union on the implementation of any changes to Section 127 and 117d, or equivalent of the I.R.S. tax code.

ARTICLE 31

Sick Leave/Short-Term Disability/Personal Days

A. Sick Leave

Paid sick leave is available as set forth below to employees who are absent from work due to illness or injury.

Employees may earn sick leave with pay at the rate of one (1) day for each full month of service, cumulative to a maximum of one hundred (100) days effective July 31, 2007. In addition, employees are eligible to participate in a sick leave incentive program which is based on annual sick leave usage. Additional hours of sick leave will be added to each employee's sick leave accrual, up to the maximum of one hundred (100) days, on his/her hire anniversary date based on the following schedule. For the purposes of this program, sick leave converted to personal days is counted as sick leave used.

Yearly Sick Leave	Additional Sick Leave
<u>Usage</u>	<u>Accrual</u>
None	14 hours
1 day	10 hours
2 days	7 hours
3 days	5 hours
4 days	3 hours
5 days	1 hour
6 or more days	None

The above schedule is based on a thirty-five (35) hour work week and a twelve (12) month work year; for other work weeks and work years the accruals will be prorated. All part-time employees will accrue sick time on a prorated basis.

Unused sick leave is not reimbursable. Time off for medical or dental treatments, prior approval of which must be secured, shall be charged to sick leave. Sick leave may be taken in hours where it is used for medical or dental treatments and where an employee leaves work because of illness occurring during the workday.

The University reserves the right to require doctors' certificates or objective evidence to verify illness or injury in those cases where sick leave appears to be abused.

With prior approval of the appropriate Department Head, and upon completion of six (6) continuous months of employment, an employee may borrow up to six (6) days' sick leave (but not in fractional days) in any twelve (12)-month period. An employee who borrows sick leave is not thereafter eligible to use any sick leave until the loan is repaid. Upon termination of employment, borrowed sick leave will be deducted from any final paycheck.

Upon completion of five (5) years or more of continuous service, an employee who has exhausted his or her sick leave may have sick leave at 50% of his or her basic week's pay at the rate of one (1) week of sick leave for each year of continu-

ous service in excess of five (5) years when, in the judgment of the University, the employee demonstrates that a medical emergency exists.

This additional sick leave shall not exceed seven (7) weeks and it will be available only once during an employee's service at Boston University.

Years of Service	Additional Sick Leave
6 years	1 week of pay @ ½ weekly rate
7 years	2 weeks of pay @ ½ weekly rate
8 years	3 weeks of pay @ ½ weekly rate
9 years	4 weeks of pay @ ½ weekly rate
10 years	5 weeks of pay @ ½ weekly rate
11 years	6 weeks of pay @ ½ weekly rate
12 years and over	7 weeks of pay @ ½ weekly rate

Sick leave may be used for the care of an immediate family member of an employee who lives in the same household.

Employees who incur job-related illness or injury shall promptly file a written report of such illness or injury with their Supervisor or Department Head. An employee who is injured on the job and is sent home or to a medical facility shall receive pay at the applicable hourly rate for the balance of the regular shift on that day. Time lost during statutory waiting periods in which no Massachusetts Worker's Compensation weekly disability benefits are permissible may be paid for from accrued sick leave. Time lost after statutory waiting periods have been satisfied shall be paid for as provided under the Massachusetts Worker's Compensation laws. Employees may elect to use accrued sick leave to supplement Worker's Compensation weekly disability benefits to the extent that total compensation received does not exceed their regular pay.

B. Short-Term Disability

After three (3) years of experience employees covered by this Agreement will be eligible for short-term disability benefits which bridge the gap between the forty-fifth (45th) calendar day of disability and the start of the University's long-term

disability program which commences after six (6) months of continuous disability.

In order to qualify for these benefits, the employee must have an examination by a physician approved or selected by the University within two weeks prior to eligibility. The benefits are available only if such physician certifies that the employee is unable, by reason of sickness or bodily injury, to engage in any occupation for which the employee is reasonably fitted by education, training or experience. Disabilities which are specifically excluded under the University's long-term disability insurance plan are not covered by these benefits.

Subject to the above provisions, short-term disability payments will commence on the forty fifth (45th) calendar day of disability or when all accrued sick leave has been used, whichever is later, and will continue until the long-term disability plan begins. Benefits are payable at the rate of sixty (60) percent of the regular weekly wage rate the employee was receiving immediately prior to the onset of the disability. The minimum payment is \$225.00 per week, and the maximum payment is \$500.00 per week.

Benefits under this section will be reduced as a result of payments from any other program paid for in part or in full by the University, such as Worker's Compensation.

Benefits are not payable if the employee was not on active status with pay at the onset of the disability.

Benefits under this section shall not be cumulative or transferable.

C. Personal Days

A total of two (2) accumulated days of sick leave per year may be converted to personal days. In addition, an employee will be entitled to two (2) personal days per contract year.

An employee who wishes to take a personal day must make a request therefor at least twenty-four (24) hours in advance, except in cases of emergency. The University reserves the right to determine when personal days may be taken, but requests for such days will not be denied unreasonably. No personal days may be taken in increments shorter than one-half (1/2) day.

There is no accumulation of personal days from one year to the next. Personal days must be taken as paid time off and will not be paid upon termination.

ARTICLE 32

Call Procedure

Employees who will be absent from work or late for whatever reason shall call in to their immediate supervisor, or as otherwise instructed by the department, as soon as possible. Under normal circumstances this will be no later than thirty (30) minutes from the start of the shift. Employees who work in dormitories should refer to Article 49/ Dormitories/D - Call-in Procedures. Employees who will be absent from work must use available, applicable, accrued time. The foregoing does not preclude alternative arrangements to make up lost time, with the approval of the employee's supervisor.

ARTICLE 33

Holidays

The following shall be observed as paid holidays subject to the qualifications herein set forth:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

An employee shall not receive holiday pay when on an unpaid leave of absence.

To qualify for holiday pay, an employee must work a full day upon the last scheduled working day preceding the holiday and the first working day following the holiday, unless on approved absence.

Employees who are required to work on a regularly scheduled University holiday shall be paid their regular straight-time pay for that day. In addition to that normal day's pay, they shall receive time-and-one-half (1-1/2) pay for all hours actually worked on that holiday or, alternatively, they may elect compensatory time off, calculated at regular straight-time rates, in the amount of one-and-one-half (1-1/2) hours off for each hour actually worked on that holiday.

ARTICLE 34

Intersession

The period between Christmas Day and New Year's Day will continue to be observed as time off with pay whenever a University-wide intersession is declared.

An employee who is required to work during such periods shall be granted compensatory time off with pay at a time mutually agreed upon by the employee and the supervisor within the same fiscal year as the intersession.

ARTICLE 35

Vacations

An employee who has successfully completed the probationary period will be entitled to vacation during the term of this Agreement, as follows:

1. During the first two (2) years of employment, at the rate of five-sixths (5/6) of a workday for each month of service--i.e., ten (10) days per year.
2. After two (2) years of employment, at the rate of one-and-one-fourth (1-1/4) of a workday for each month of service--i.e., fifteen (15) days per year.
3. After ten (10) years of employment, at the rate of one-and-two-thirds (1-2/3) of a workday for each month of service--i.e., twenty (20) days per year.

4. All part-time employees will accrue vacation time on a prorated basis.
5. Employees hired on or before the fifteenth (15th) of a month shall be credited with a full month of service as of the end of the month; those hired after the fifteenth (15th) of the month shall receive no vacation credit for that month.
6. Vacation accrual shall be credited at the end of each month of employment.
7. Upon termination, an employee who has successfully completed the probationary period shall receive payment for all unused vacation time, including a pro rata accrual of vacation time based on the number of hours worked in the final month of employment.
8. An employee must request, in writing, vacation at least two (2) weeks in advance of taking vacation time. In unusual circumstances, Management may, in its discretion, shorten or waive the two (2) week request period. The University will respond promptly. Insofar as practicable, vacations shall be scheduled throughout the year at the time requested by the employees, and preference shall be given to applications for allotment of vacation time in accordance with relative seniority of applicants. The University, however, is exclusively vested with the right to make the ultimate determination as to when vacations will be scheduled and taken. In unusual circumstances, Management may, in its discretion, shorten or waive the two (2) week request period.
9. Vacation may accrue only to the maximum earned in a two (2) year period of employment and must be used during that period or be forfeited.
10. Up to ten (10) employees in the bargaining unit per year may be provided with one week of vacation pay in lieu of one week of vacation time off, when, in the judgment of the University, the employee(s) demonstrates that a financial hardship or emergency exists. This matter will not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE 36

Health Plan

The University will provide the same health plan options to all eligible members of the bargaining unit with the same plan design (network, benefits, deductibles, etc.) as are offered to the University's faculty and non-represented staff, subject to the University's right to amend the plan so long as such amendments are applied equally to the members of the bargaining unit and to the University's faculty and non-represented staff. The University will maintain the current contribution percentages and eligibility applicable to the health plans.

Election of such a plan must be made upon initial employment or at such time as open enrollment is made available by the University. Employees are eligible to participate in the Boston University Dental Health Plan. The eligibility, benefits and contributions for both the University and the employee are outlined in the summary plan description.

ARTICLE 37

Insurance Coverages

The employee insurance coverages in the following University benefit plans will not be changed during the term of this Agreement: Basic Group Life Plan; Supplemental Group Life Plan; Travel Accident Insurance Plan; Long-Term Disability Insurance Plan; and Personal and Family Accident Insurance Plan. The University reserves the right to amend or discontinue these plans, but the coverages will not be reduced as a result of these changes.

ARTICLE 38

Retirement Plans

The University will maintain for participating employees the level of benefits and contributions in effect June 30, 1988 provided in the Boston University Retirement Plan, which became effective for eligible employees on January 1, 1987. Employees will continue to contribute at the rates in effect on June 30, 1988.

The University agrees to continue the Supplemental Retirement and Savings Plan and employees are eligible to participate upon hire. Employees should refer to the Boston University Faculty and Staff Benefits Handbook.

ARTICLE 39

Leaves of Absence

A. Personal Leave

A bargaining unit employee who has completed twelve (12) months of service may request an unpaid leave of absence for up to six (6) months, except that an employee who has successfully completed the probationary period may request such an unpaid leave of absence in the case of medical disability. The leave may be granted by the Department Head or Dean with the approval of the appropriate Vice President or Provost. Any request for leave shall not be unreasonably denied. The following must be adhered to:

1. Requests for leave of absence must be submitted to the employee's Department Head and the Office of Human Resources in writing at least one (1) month in advance (except in the case of illness or emergency). Such requests must include the reason for the leave and the dates of departure and return. The University shall respond in writing to all requests for leave within two (2) weeks of the receipt of such requests. In the case of a denial, specific reasons shall be included.
2. During an approved unpaid leave of up to and including sixty (60) days, an employee will continue to accrue seniority. If an approved leave exceeds sixty (60) days, an employee will maintain the seniority accrued through the sixtieth (60th) day.
3. Time spent on unpaid leave of absence will not be considered toward the accrual of sick or vacation time.
4. Any employee on an approved unpaid leave of absence may make arrangements through the Office of Human Resources to continue par-

ticipation in University insurance benefit plans provided the employee pays all (100%) premiums when they are due, provided, however, that an employee who normally works at least twenty-six-and-one-quarter (26-1/4) hours per week and nine (9) months per year need only pay his/her normal share of the health insurance premiums when they are due.

5. An employee may elect to use any remaining vacation time or personal days during the period of his/her personal leave. However, an employee must use any remaining vacation time or personal days for non-FMLA qualifying events before an unpaid leave of absence will be granted.
6. The University reserves the right to require an employee on an unpaid personal leave for medical disability to furnish a doctor's certificate concerning suitability for work and the University also reserves the right to require an employee to submit to a medical examination by a University-appointed doctor to determine the employee's suitability for work.
7. An employee failing to return to work from an unpaid leave of absence upon its expiration will be deemed to have quit without notice. If there were extenuating circumstances beyond the control of the employee, and the employee notified the University prior to the expiration of the leave, the University may extend the leave.

B. Maternity Leave

A female employee may take an unpaid maternity leave for up to six (6) months, extendible by mutual agreement.

1. An employee must submit a written notification of a maternity leave to the employee's Department Head and the Office of Human Resources specifying the anticipated dates of departure and return at least one (1) month in advance of the anticipated date of departure (except in the case of illness or emergency). The University will acknowledge receipt of such notification in writing within two (2) weeks.

2. During a maternity leave of up to and including sixty (60) days, an employee will continue to accrue seniority. If a maternity leave exceeds sixty (60) days, an employee will maintain the seniority accrued through the sixtieth (60th) day.
3. Time spent on unpaid maternity leave shall not be considered toward accrual of vacation or sick leave time.
4. While on unpaid maternity leave, an employee may make arrangements through the Office of Human Resources to continue participation in University insurance benefit plans provided the employee pays all (100%) premiums when they are due, provided, however, that an employee who normally works at least twenty-six-and-one-quarter (26-1/4) hours per week and nine (9) months per year need only pay his/her normal share of the health insurance premiums when they are due.
5. An employee may elect to use any remaining vacation time or personal days during the period of her maternity leave. An employee may further elect to use any remaining sick leave time during the period of her maternity leave in which she is disabled due to pregnancy or childbirth.
6. An employee failing to return from a maternity leave upon its expiration will be deemed to have quit without notice. If there were extenuating circumstances beyond the control of the employee, and the employee notified the University prior to the expiration of the leave, the University may extend the leave.

C. Military Leave

An employee who is drafted, or who enlists in the United States Armed Forces, or who is called to active duty by the National Guard or other organized Federal or State reserve unit, will be granted such rights as required by law.

Employees who must fulfill an annual military training obligation as a member of the United States Armed Forces (including National or State Guard) are entitled to their regular salary less the amount paid to them by the military while on active duty for a period not to exceed two (2) weeks. The following must be adhered to:

1. Employees called for such military training must present official orders to their supervisor two (2) weeks in advance in order to be granted an approved leave of absence.
2. Upon return to work, employees must present to the Payroll Section evidence of military pay received, so that appropriate compensation can be computed and any appropriate deductions made.
3. If an employee's annual military training extends beyond two (2) weeks in a calendar year, the additional time must be taken either as vacation or unpaid leave.
4. Vacation and sick time credit will accrue while on military leave only during the first thirty (30) days of such leave.

D. Jury Duty

Employees who must serve compulsory jury duty in an established Federal or State court will be granted an approved leave. Requests for such leave must be in writing, and be presented to the immediate supervisor accompanied by official notice from the court. For the period of jury duty, employees are entitled to the difference between their regular weekly pay and the amount paid to them by the court for jury duty. Immediately upon return to work, employees must submit a pay statement from the Clerk of Court to the Payroll Section through the immediate supervisor, so that appropriate compensation may be computed and any appropriate deductions made.

E. Benefits During Leaves

An employee on an approved leave with pay shall retain all benefits, but must make benefit contributions as normal. An employee on an approved leave without pay may continue participation in University insurance benefit plans provided the employee makes arrangements through the Office of Human Resources and that the employee pays all (100%) premiums when they are due, provided, however, that an employee who normally works at least twenty-six-and-one-quarter (26-1/4) hours per week and nine (9) months per year need only pay his/her normal share of the health insurance premiums when they are due.

F. Sympathy Leave

In the event of death in the immediate family of an employee, absence from work with pay shall be granted for a period not to exceed three (3) days. The following must be adhered to:

1. The employee must notify his/her immediate supervisor of the death in the family.
2. Immediate family includes only the employee's spouse, parents, parents-in-law, grandparents, children, grandchildren, brothers, sisters, spouse of brothers and sisters, or members of the same household.
3. If, because of exceptional circumstances including travel considerations, an employee requires sympathy leave of more than three (3) days, such employee may request of his/her supervisor additional reasonable time off as follows:
 - a. Time off to be charged as vacation time, contingent on the amount of vacation the employee has accumulated to date in accordance with Article 35, or charged to sick leave up to a maximum of three (3) days;
 - b. Time off as leave of absence without pay.
4. Sympathy leave in the case of the death of a close friend may be requested and granted as in Section 3 above.

G. Family and Medical Leave Act

Bargaining unit members are entitled to leave under the Family and Medical Leave Act.

H. Union Leave of Absence for Officers.

1. An employee elected to serve as President, Vice President, Financial Secretary/Treasurer, Recording Secretary, Trustee, Guide, or Sergeant at Arms of Local 2324, U.A.W. may request a leave of absence under this Section.
2. Up to two members of Local 2324, U.A.W. may be approved for leave under this Section at any given time.

3. The leave of absence will be unpaid and will be approved for the duration of his/her term. The leave will be renewed upon re-election once written notification has been submitted to the University.
4. An employee who is approved for leave under this Section relinquishes any rights to his or her former position and acknowledges that the University may post the position.
5. Prior to the expiration of the leave of absence under this Section, an employee may apply as an internal candidate for vacant positions for which he or she is qualified.
6. An employee on an approved Union leave of absence who does not secure a position at Boston University within ninety (90) days following the expiration of his or her leave of absence will be considered to have voluntarily resigned from Boston University.
7. Leave under this Section shall also be subject to Article 39A 3, 4, and 5.

ARTICLE 40

MBTA Pass Program

The University will make available to all employees the MBTA Pass Program as in effect.

ARTICLE 41

Metro Credit Union

The University will maintain its current policy for deductions to the Metro Credit Union.

ARTICLE 42

University Facilities

Employees will be entitled to use University facilities, Case Center, Children's Center, and parking accommodations at prevailing rates and in compliance with the prevailing rules and regulations.

ARTICLE 43

Technological Change

The University shall notify the Union at the earliest practicable date, but no later than two (2) months in advance, of any introduction of automation or equipment that will result in a reduction or displacement of bargaining unit employees or substantial changes in an employee's job. Notification will include the following information approximated as of the time of notification:

- 1) nature of the change;
- 2) names, departments and position titles of affected employees;
- 3) staffing and job content consequences of the change;
- 4) date of the change;
- 5) reasons for the change.

In the case of layoff or displacement of employees due to technological change, the University will endeavor to provide on-the-job or a paid training program of limited duration for the affected employees to learn to use the new equipment or skills for an alternate job within the bargaining unit. The University shall consult with the Union as to the terms and duration of the training program.

In the event that the employee fails to complete the training program satisfactorily, the layoff provisions of this Agreement shall apply.

ARTICLE 44

Contracting Out

All work customarily performed by Boston University with its own employees shall be continued to be so performed unless in the judgment of the University it can be done more economically and/or expeditiously by employees of another employer or otherwise.

ARTICLE 45

Job Elimination

It is the University's policy that job eliminations will be accomplished through attrition whenever practicable. The University will continue to provide special job placement assistance to employees whose positions have been designated for elimination including its interviewing skills workshops and resume preparation assistance. In the event that the University, in its sole discretion, determines that a job is no longer necessary, such job may be eliminated by the University. The employee in such eliminated job will be laid off in accordance with the Layoff procedure of this Agreement.

If a bargaining-unit job is reduced in hours below twenty-six-and-one-quarter (26-1/4) hours per week, such job will remain in the bargaining unit.

Except for jobs which by their terms have a limited duration, the University will notify the Union as soon as practicable regarding the University's decision to eliminate jobs and the University will also provide the Union with a list of any employee being laid off.

If a bargaining unit job is reduced in duration (less than twelve (12) months per year) or reduced in hours per week (less than twenty-six and one-quarter (26 1/4) hours per week) the incumbent in such position may choose among the following: (a) the right to remain in the same position; (b) the right to be offered a bargaining unit job of comparable level and salary, within sixty (60) days of the date of the reduction in duration, if there is a vacancy in such a position and the employee is qualified therefore, or (c) severance with severance pay. By electing either (b) or (c) the employee relinquishes all rights to his/her former position. However, if the incumbent chooses (b) and has not been offered a position within the sixty (60) day period, he/she may continue to apply for other bargaining unit positions and will be considered as an internal applicant for the twelve (12) month period following the effective date of the reduction in the hours per week or the months per year. Such a selection must be made no later than the effective date of the reduction in duration of months or the reduction in hours per week of the position.

ARTICLE 46

Layoff and Recall

In the event the University should determine that a layoff is necessary, employees may be laid off in a job classification or department or University-wide, exclusive of level, classification or seniority. The University will notify the affected employees as soon as practicable after the decision to lay off is made.

The University will consider the following factors in effecting a layoff: skill, ability, qualifications, experience, performance and seniority. The determination of these matters shall be within the University's sole discretion. An employee who is designated for layoff may choose among (a) layoff; (b) the right to be offered a bargaining unit job of comparable level and salary, within sixty (60) days of the date of layoff, if there is a vacancy in such a position and the employee is qualified therefore; and (c) severance with severance pay. An employee will be eligible to select (b) the right to be offered another unit job of comparable level and salary if he/she received a score of "meets standards" or higher on his/her most recent performance appraisal. Such an election must be made not later than the last working day of the employee's layoff notice period. If no election is made, the employee will be presumed to have elected (a), layoff. These three choices are mutually exclusive, except as specifically provided otherwise, below.

The election of (a), layoff, means that the employee opts for the right to be recalled to the same job from which he/she was laid off, if and when such job is reestablished within twelve (12) months of the date of layoff. The election of (c), severance with severance pay, means that the employee opts for final separation from University employment and the receipt of severance pay at the date of layoff, assuming the employee is otherwise eligible for severance pay.

Any employee who elects the right to be offered another unit job of comparable level and salary must accept any University offer of any such unit job for which the employee applied prior to layoff or forfeit any severance pay and right to other job offers by the University. Any employee who does not accept such a job offer will be considered to have voluntarily terminated his/her employment.

Any employee who elected the right to be offered another unit job of comparable level and salary and who has received no such job offer prior to actual layoff, may elect severance with severance pay at date of layoff in lieu of the right to other job offers by the University. Any employee designated for layoff who elects Option B, the right to be offered a bargaining unit job of comparable level and salary, will be eligible to attend any of the skills training programs offered by the Office of Human Resources.

Any employee who has retained the right to be offered another unit job of comparable level and salary during the 60-day period following actual layoff, must accept any University offer of any such unit job, irrespective of whether or not the employee had applied for such job, or forfeit his/her right to other job offers by the University. Any employee who does not accept such a job offer will be considered to have voluntarily terminated his/her employment and as such will not be entitled to severance pay.

Any employee who has retained the right to be offered another unit job of comparable level and salary during the 60-day period following actual layoff, and to whom the University has not made such job offer during this 60-day period, may elect severance with severance pay at the end of this 60-day period, or may continue on layoff with the right to be recalled to his/her former job should that job be reestablished within twelve (12) months of date of layoff. Any employee who chooses at this point, to continue on lay-off with the right to be recalled to his/her former job may also apply for other bargaining unit positions and will be considered as an internal applicant.

Any employee who has been laid off may, during the 12 month period following the date of layoff, elect severance with severance pay in lieu of his/her right to be recalled to the same job from which he/she was laid off should that job be reestablished during that 12-month period.

ARTICLE 47

Severance Pay

A severance allowance equal to one (1) week's pay for each full year of service, or prorated for a fractional year of service, shall be paid to persons who:

- (a) are involuntarily laid off and opt to sever themselves from employment;
- (b) are on layoff for longer than twelve (12) months;
- (c) volunteer for layoff and accept severance rather than being placed on the recall list.

ARTICLE 48

Non-Disclosure of University Information

Any employee who transmits, reproduces, or in any manner conveys confidential information pertaining to the University or its employees to an outside individual or source without proper authorization from the University may be discharged or otherwise disciplined.

As the Union recognizes the importance of this provision, it shall cooperate with the University in reporting any such violations and will offer all assistance in such matters.

ARTICLE 49

Dormitories

This Article applies only to employees who work in dormitories.

A. Summer and Inter-Semester Breaks

Employees working in dormitories shall be notified at the earliest possible date, but no later than thirty (30) days prior to the end of the Spring Semester, as to whether they will be offered work in a dormitory during the summer months, provided that the thirty (30) day requirement shall not apply if and when more work becomes available.

Full and part-time Sr. Security Assistants in Residential Safety who are represented by the bargaining unit and who are working in dormitories during the regular academic year shall be first offered any available work hours in dormitories.

Employees placed on no pay status during the summer months shall be entitled to full educational benefits as outlined in the Tuition Remission provisions of this Agreement.

Full- and part-time bargaining unit employees working in dormitories during the regular academic year shall be first offered any available work hours in dormitories. Employees not offered work in dormitories during the summer months or Inter-Semester breaks shall be given preference to fill temporary vacancies elsewhere in the bargaining unit at the rate of pay for such vacancy.

B. Dormitory Committee

The University agrees to continue an advisory committee, composed of four (4) representatives from the Union and four (4) representatives from the University, to facilitate resolution of issues relevant to bargaining unit employees working in dormitories. The failure of the University to act on the recommendations of this committee shall not be subject to the grievance procedures of this agreement.

C. Work Clothes

The University shall provide new uniforms to employees regularly assigned to the position of Mail Assistant, Sr. and Security Assistant, Sr. as soon as practicable after the signing of this Agreement. The number of sets and the type of uniforms to be provided, as well as the frequency of and circumstances for replacement of such uniforms will be determined by the University after consultation with the employee members of the Dormitory Committee. Uniforms will be provided at no cost to the employee. University-provided uniforms will remain the property of the University and must be returned upon termination of employment or when old uniforms are replaced by the University. Employees will be responsible for cleaning and care of uniforms.

D. Call-in procedures:

Employees who will be absent from work or late for whatever reason shall call in to their immediate supervisor as soon as possible. Under normal circumstances this will be at least two (2) hours prior to the beginning of the assigned shift.

ARTICLE 50

University Closing

In the event that conditions warrant the closing of the University or shortening of the workday, the decision of the designated University official will be conveyed to all schools and departments by the Office of Human Resources in accordance with the procedure below:

1. During the day, the decision to shorten the work schedule will normally be made by 3:00 p.m. Non-essential evening work will also be canceled at the time notice is given to shorten the work schedule. When the University is to close early, the Office of Human Resources will notify the following offices in order for them to pass the information on to their respective employees: All Vice Presidents, Deans, Directors, and the Head of the Office of Facilities Management and Planning. The University telephone switchboard will also be notified for informational purposes.
2. The decision to cancel work scheduled in the morning will be made by 6:00 a.m. If work is canceled, the designated University official will notify major television and radio stations; the University telephone switchboard; and the Head of the Office of Facilities Management and Planning. Employees shall receive their regular rates of pay for time missed due to University weather closing. Employees shall receive their regular rates of pay for time missed due to University closing caused by other exigencies until they are designated for layoff. Employees required to work during University closings will normally receive compensatory time off with pay equal to one-and-one-half (1-1/2) times the actual hours worked. However, at Management's discretion, employees may receive pay equal to one-and-one-half times the base rate for hours actually worked during such closing, in lieu of compensatory time off, but such pay, when made, will not be pyramided or duplicated with

any other premium or overtime pay. Employees who are working the 12am-8am shift shall be entitled to premium pay starting at 6am when a University closing is announced.

3. It is expected that during winter months, employees will allow themselves extra time to arrive at work on schedule. Under unusually difficult weather circumstances, however, a grace period, not to exceed the first two (2) hours of an employee's workday, may be allowed following the beginning of the workday.
4. Employees who are assigned to work on the first and third shifts will be notified on their next regularly scheduled work day if an emergency closing has been declared.
5. University closing provides an authorized paid absence from work to those non-essential employees who were scheduled to report to work that day. Therefore, an employee who is on approved vacation leave when a University closing is declared is not eligible for the University closing day(s).

ARTICLE 51

Child Care

The University will establish a child care resource and referral service either within the University or through an outside provider. The University will consult with the Union on the development of additional child care services.

ARTICLE 52

Terrier Card

Not more than once in any ten (10) year period, each bargaining unit member is entitled to one free replacement of his/her Terrier Card for a legitimate reason; such as, but not limited to, a lost or damaged card.

ARTICLE 53

Separability of Provisions

If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be unlawful, illegal or in violation of law, the parties will confer in an effort to agree upon suitable substitution. It is agreed that the invalidation through operation of law of any provision of this Agreement shall not affect any of the other provisions.

ARTICLE 54

Ratification of Agreement

This Agreement shall not be operative unless and until it is ratified by the Trustees of Boston University.

ARTICLE 55

Workplace Conduct

The University and Union agree that mutual respect and professional interpersonal interactions are essential components of a healthy and productive workplace. Behaviors that contribute to a hostile, humiliating or degrading work environment, including, but not limited to: profane or abusive language directed at others, efforts at humiliating others or targeted practical jokes will not be tolerated.

The Union and University pledge that they will collaborate to prevent such activities in the workplace; and both parties will strive diligently to identify situations where such inappropriate conduct is evident.

ARTICLE 56

Duration of Agreement

Four years from 2011 – 2015

IN WITNESS WHEREOF, the parties hereto set their hand and seals, by their duly authorized officers or agents, on December 1, 2011.

TRUSTEES OF
BOSTON UNIVERSITY

[Signature]
[Signature]

LOCAL 2324, UNITED
AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA

[Signature]
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Appendix

Schedule A—Hourly Wage Rate Ranges

Grade	Minimum	First Quartile	Midpoint	Maximum Interval	
				Column 1	Column 2
Effective July 4, 2011					
21	\$13.80	\$15.10	\$16.30	\$18.70	- \$21.10
22	\$14.50	\$15.90	\$17.20	\$19.80	- \$21.70
23	\$15.00	\$16.50	\$17.90	\$20.80	- \$23.40
24	\$16.00	\$17.40	\$18.80	\$21.50	- \$24.30
25	\$16.60	\$18.10	\$19.60	\$22.50	- \$25.80
26	\$18.10	\$19.80	\$21.50	\$24.90	- \$28.50
Effective July 2, 2012					
21	\$14.20	\$15.50	\$16.80	\$19.30	- \$21.70
22	\$14.90	\$16.30	\$17.70	\$20.40	- \$22.40
23	\$15.50	\$17.00	\$18.50	\$21.40	- \$24.10
24	\$16.50	\$17.90	\$19.30	\$22.10	- \$25.00
25	\$17.10	\$18.70	\$20.20	\$23.20	- \$26.60
26	\$18.60	\$20.40	\$22.10	\$25.60	- \$29.40
Effective July 1, 2013					
21	\$14.60	\$16.00	\$17.30	\$19.90	- \$22.40
22	\$15.30	\$16.80	\$18.20	\$21.00	- \$23.10
23	\$16.00	\$17.50	\$19.00	\$22.00	- \$24.80
24	\$17.00	\$18.50	\$19.90	\$22.80	- \$25.80
25	\$17.60	\$19.20	\$20.80	\$23.90	- \$27.40
26	\$19.20	\$21.00	\$22.80	\$26.40	- \$30.30
Effective June 30, 2014					
21	\$15.00	\$16.40	\$17.80	\$20.50	- \$23.10
22	\$15.80	\$17.30	\$18.70	\$21.60	- \$23.80
23	\$16.50	\$18.10	\$19.60	\$22.70	- \$25.50
24	\$17.50	\$19.00	\$20.50	\$23.50	- \$26.60
25	\$18.10	\$19.80	\$21.40	\$24.60	- \$28.20
26	\$19.80	\$21.70	\$23.50	\$27.20	- \$31.20

