

2006–2010

AGREEMENT

Boston University



and

Service

Employees International Union





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Employees International Union,

Local 615



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## ARTICLES OF AGREEMENT

Agreement made this 31st day of October, 2006, by and between Service Employees International Union, Local 615, (hereinafter referred to as the Union) and the Trustees of Boston University, Boston, Massachusetts (hereinafter referred to as the University).

### ARTICLE 1

#### Purpose of Agreement

**1. Purpose.** 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.

**2. Labor-Management meetings.** The University agrees to schedule regular monthly meetings on both campuses. Management will be represented by the official responsible for buildings and grounds on each campus or their designee. The Union will be represented by the Secretary//Treasurer or his designee and the elected shop stewards for the campus involved.

## ARTICLE 2

### Recognition

**1. Recognition.** The University recognizes the Union as the exclusive bargaining agency for service and maintenance employees of Boston University in the Commonwealth of Massachusetts, as indicated on Schedule A attached hereto and made a part hereof, but excluding the following employees: supervisory employees as defined by the National Labor Relations Act; all student employees; part-time employees who work less than sixteen (16) hours per week; or temporary employees who work less than forty-five (45) days; and all employees directly assigned to academic departments.

**2. Definition.** The term "employee" or "employees" when used in this Agreement shall mean those for whom the Union is recognized as the bargaining representative in accordance with the foregoing paragraph.

**3. Employment of students.** This Agreement does not cover or apply to students attending the University who may at the discretion of the University be employed at any time and from time to time to perform work as a means of earning part of their expenses while studying at the University, and nothing in this Agreement shall restrict the type or amount of work which may be allotted to students.

## ARTICLE 3

### Union Membership

**1. Membership.** 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 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 the payments for certain purposes and are required to pay only their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

**2. New Hires.** Each new employee hired after the date of this agreement shall within 45 days after the date he or she reports for work, as a condition of employment, either become a member of the Union or pay to the Union a service fee in an amount equal to the regular, uniformly required membership dues to the Union. Employees who are not members of the Union can object to the use of their payments for certain purposes and are required to pay only their share of the union costs relating to collective bargaining, contract administration, and grievance adjustment.

**3. No discrimination.** The Union agrees not to discriminate against any employee. Should the Union fail to admit any future employees to the Union or expel an employee from the

Union for any reason other than failure to pay his/her regular dues and initiation fees, this Article shall not be in operation so far as such employee is concerned.

#### ARTICLE 4

##### Check-Off

**1. Dues.** The University agrees to deduct monthly, not later than the third payday of each month, from earned wages and remit to the Union, for the duration of this Agreement, Union membership dues fixed in accordance with the Constitution of the Union of all employees of the University covered by this Agreement, who, individually, have requested the University to do so, provided such request is revocable by the employee after one (1) year or upon the termination of this Agreement, whichever is earlier. It is understood and agreed that the check-off of Union dues shall apply to employees who are on a paid vacation at the time Union dues would ordinarily be deducted from wages but shall not apply to employees who work a short working year for the University during the period when such employees are laid off.

**2. COPE Fund.** The University agrees to deduct monthly, from earned wages, voluntary contributions authorized by any employees in the bargaining unit, to the S.E.I.U., Local 615 COPE Fund, and to remit such contributions to the Fund every six (6) months. Such contributions are not conditions of membership in the Union or of employment with the University.

## ARTICLE 5

### Seniority

**1. Preference.** The University recognizes the principle of seniority for employees covered by this Agreement, and when qualifications such as ability, training, skill and other relevant qualities are considered equal, then the University will give preference in case of transfer, promotion, layoff and rehiring to employees with the longest service in the occupation concerned. Employees who are transferred by management will be given the reason for the transfer.

**2. Definition.** Seniority shall be defined as an employee's total service in the bargaining unit at Boston University. Seniority shall be frozen for ninety (90) days if the employee is promoted or transferred out of the bargaining unit. Seniority shall determine, on a departmental basis, order of layoff and recall and vacation preference, except that the existing 2nd, 3rd, and weekend shifts shall be staffed by a maximum of 8 electricians for the Electric Shop and a combination of plumbers and HVAC mechanics (not to exceed 8) will be used to staff these shifts in the Plumbing and HVAC Shop in a manner to be determined by the University. If the University determines there is a need to augment the staffing levels of these shifts, only employees hired after November 1, 1993 will be used to augment these shifts above and beyond the existing 8 person maximum.

- A. Qualified HVAC or Plumbing Shop employees hired before November 1, 1993 may volunteer for these positions.
- B. Coverage for absences from the 2nd, 3rd, and weekend shifts will be provided by individuals regularly assigned to these shifts or individuals hired after November 1, 1993.
- C. New hires may be assigned to the day shift for up to two years from their dates of hire or transfer.
- D. The University agrees to establish a joint labor management committee, made up of three representatives from management and three representatives from the union (one from each shop), for the purpose of addressing job-related training needs for the Electrical, HVAC, and Plumbing Shops.

**3. Right to return to former unit.** If an employee is promoted or transferred into a different craft and there is a layoff in that unit, the employee shall be reinstated immediately into his/her former unit according to seniority.

**4. Termination of rights.** The seniority and employment rights of an employee shall be terminated if the employee is laid off for a continuous period of twelve (12) months.

## ARTICLE 6

### Management Rights

The parties agree that the operation of Boston University, including the supervision of the employees and of

their work, is the right of the University. Accordingly, the establishment of reasonable rules to assure orderly and effective work, the determination of what, when and where duties will be performed, the right to lay off employees due to lack of work, the determination of employees' competency, the hiring, transfer, promotion, demotion, layoff, discipline or discharge of employees for just cause, and working schedules, are rights of the University alone, subject to other provisions of this Agreement. The University shall not exercise these rights arbitrarily, capriciously, or in bad faith.

## ARTICLE 7

### Grievances

**1. Prompt resolutions.** The representatives of both the University and the Union shall be responsible for making prompt and earnest efforts to adjust grievances or misunderstandings between employees and the University.

**2. Individual grievance.** The Union and the University jointly acknowledge the right of any of the employees involved to present individual grievances directly to the representatives of the University and to work out the settlement of such individual grievances. This right shall not be interpreted to include decisions as to wages, hours and conditions of employment which affect the Union group as a whole, or which are contrary to the provisions of this Agreement.

### **3. Initiating a grievance for suspensions and**

**terminations.** In cases of suspensions, the Union may initiate grievances at Step 2 of the grievance procedure. In cases of terminations, the Union may initiate grievances at Step 3 of the grievance procedure with the Office of Human Resources. However, all such grievances must be filed in a timely manner but no later than 21 days following the occurrence of the event.

**4. Imposing a suspension.** If a suspension is the subject of a grievance, the suspension will not be implemented until after the Step 2 grievance answer is rendered. Suspensions may be implemented without delay in cases involving violence, alcohol and drug abuse and behavior that poses a threat to others.

**5. Grievance steps.** Grievances other than those handled directly by the individual affected shall be handled as follows:

STEP 1. The grievance shall be taken up by the Union's Steward with the immediate supervisor within seven (7) days of the alleged infraction. If no satisfactory settlement is reached within two (2) days thereafter, then

STEP 2. The grievance shall be reduced to writing and submitted to the authorized representative of the University not later than twenty (20) days after the occurrence of the alleged infraction. The written

statement of the grievance shall specify the provision or provisions of the Agreement claimed to be violated. The grievance shall be taken up at a conference between representatives of the Union and the authorized representative of the University. Such conference shall be held within five (5) days after it has been requested. STEP 2 decisions shall be rendered within five (5) working days, and STEP 2 decisions which are to be appealed must be taken to STEP 3 within seven (7) working days.

STEP 3. In the event the grievance is not settled, the authorized representatives of the Union shall meet with the department head of the Office of Human Resources or his/her designee. Step 3 conferences shall be held within five (5) days after it has been requested.

STEP 4. If no settlement is arrived at within five (5) days following such STEP 3 meeting, then either party may submit the grievance to arbitration under the rules of the American Arbitration Association; provided that no grievance may be submitted to arbitration after twenty-one (21) days have elapsed since the date of such STEP 3 meeting or the

date of a STEP 3 decision which is not a settlement, whichever is later. The decision of the arbitrator shall be final and binding except that he shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement. The expenses incurred by the arbitrator shall be borne equally by the Union and by the University.

**6. Reimbursement for time lost.** Where STEPS 1, 2 and 3 of the Grievance Procedure take place during working hours, the University will reimburse the Steward or Stewards and the employee or employees directly involved in said grievance for time actually lost. The University shall not be bound to pay for any time spent in attending STEP 4 of the grievance procedure, except for time lost by the grievant when the arbitrator rules in favor of the grievant.

**7. Definition.** The word "grievance" shall not be interpreted to include questions of general wage rates throughout the bargaining unit. These questions are reserved to the University and the Union.

## ARTICLE 8

### Strikes and Lockouts

It is agreed by the parties that during the term of this Agreement, or any renewal hereof, there shall be no strikes, sympathy strikes, stoppages, slow-downs, lockouts, picketing,

banners or advertisements concerning any matter in dispute between the University and its employees.

## ARTICLE 9

### Sick Leave, Personal Days, Short Term Disability

#### A. Sick Leave

##### **1. Accruals for all employees hired prior to November 1, 1996:**

During the first year of employment, an employee shall be entitled to one-half (1/2) day of sick leave at one-half (1/2) of his/her basic daily pay for each full month of employment. After the first year of employment with the University, an employee shall be entitled to one (1) day of sick leave at his/her basic daily pay for each full month of service completed after his/her first year of employment.

##### **2. Accruals for all employees hired on or after November 1, 1996:**

During the first two (2) years of employment, an employee shall be entitled to one-half (1/2) day of sick leave at one-half (1/2) of his/her basic daily pay for each full month of employment. Beginning with the third (3rd) year of employment with the University, an employee shall be entitled to one (1) day of sick leave at his/her basic daily rate of pay for each full month of service completed after his/her second year of employment.

3. **Pro-rated sick leave.** All employees who regularly work a short working year [i.e., nine (9) months] shall be entitled to sick leave under this Article but on a pro rata basis.
4. **Additional sick leave days.** If all twelve (12) accrued sick days for a calendar year are still unused at the end of the calendar year, the employee will be credited with two (2) additional sick leave days. If eleven (11) or ten (10) of the twelve (12) accrued sick leave days for a calendar year are still unused at the end of the calendar year, the employee will be credited with one (1) additional sick leave day. If eight (8) or nine (9) of the twelve (12) accrued sick leave days for a calendar year are still unused at the end of the calendar year, the employee will be credited with one-half (1/2) additional sick leave day.
5. **Reporting late to work.** Sick leave cannot be used for compensation when an employee reports late to work for reasons that do not relate to the illness.
6. **Maximum accumulation.** Sick leave shall be cumulative from year to year to a maximum of one hundred and twenty (120) working days. Accrued but unused sick leave will be reported to employees weekly on their paycheck stubs.
7. **Hardship request.** An employee with five (5) years or more of continuous service (a short working year regularly worked shall be interpreted to mean continuous service) who has exhausted his/her sick

leave as described above may have sick leave at one-half (1/2) of his/her basic weekly pay at the rate of one (1) week of sick leave for each year of continuous service in excess of five (5) years, but this additional sick leave shall not exceed seven (7) weeks. Further, this additional sick leave can only be utilized once during employment with Boston University.

**8. Payment for accumulated sick leave for retiring employees.** Employees retiring at age sixty-two (62) or older shall receive a maximum payment of up to fifty percent (50%) of accumulated unused sick leave at their regular base hourly rate in effect upon such retirement. Upon termination of employment for any other reason, an employee shall not be entitled to compensation for unused sick leave.

**9. FMLA.** Bargaining unit members are entitled to leave under Family and Medical Leave Act.

B. Job-Related Illness or Injury

**1. Filing an injury report and Worker's**

**Compensation claim.** 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 for which no Massachusetts Workers'

Compensation weekly disability benefits are permissible may be paid from accrued sick leave. Time lost after statutory waiting periods have been satisfied shall be paid as provided under the Massachusetts Workers'

Compensation Laws. Employees may elect to use accrued sick leave to supplement Workers' Compensation weekly disability benefits to the extent that the total pay received does not exceed their regular pay.

**2. Benefits during job-related disability.** The University will continue to pay its share of the cost of health insurance and group life insurance during the job-related disability periods for up to a maximum of six (6) months. Employees should contact the Benefits Office to arrange payment plans for employee benefits.

**3. Overtime eligibility.** An employee who has returned to work in a modified capacity is eligible to perform overtime duties provided such duties are consistent with the medical restrictions as provided under workers' compensation regulations.

C. Notification

**1. Notification prior to start of shift.** In order to be entitled to paid sick leave, an employee must notify his/her supervisor or department head prior to the start of each shift for which the employee is absent or as soon as practicable thereafter. In cases where an employee expects to be absent for more than one (1) shift due to illness or injury, the employee is required to provide the expected date of return to work. When the expected date

of return has not been stated, the employee is required to notify management prior to the start of each shift. While on Workers' Compensation leave, an employee will accrue sick, vacation, or personal leave time for the time period that the employee is eligible to supplement the Workers' Compensation benefits from sick leave.

D. Sick Leave Warning Status

The University reserves the right to require a doctor's certificate in case of absence due to illness. No doctor's certificate shall be required unless an employee's overall record of paid sick leave days claimed indicates a pattern of abuse. Whenever a determination of a pattern of abuse has been made by management, the employee involved will be warned verbally, in the presence of a shop steward, that such a pattern exists. In any case, where a verbal warning is not possible due to the absence of the employee and/or the shop steward, this warning may be made by certified mail. The purpose of this warning is to place the employee on notice that the next instance of unverified sick leave will result in sick leave warning status being imposed, during which a doctors' certificate will be required for each day sick leave is claimed. A record of this warning will be made by management and a copy will be provided to the Union. Such warning shall indicate the reasons for determining a pattern of abuse and the period during which the employee will be placed in sick leave warning status. Before placing an

employee in sick leave warning status, the University shall take into account the reasons that have been given for all sick leave taken, including chronic or contagious illness and the voluntary submission of doctors' certificates. The decision to place an employee in sick leave warning status is made solely by management and is not subject to the grievance procedure. However, the denial of sick leave pay is subject to the grievance procedure. An employee may be placed in a sick leave warning status for up to one hundred fifty (150) calendar days. While in sick leave warning status, management may require an employee to furnish a doctor's certificate for each absence for which sick leave is claimed. Sick leave warning status shall not become part of the progressive discipline procedure.

E. Medical Leave of Absence

When an employee has exhausted the paid sick leave to which he/she is entitled under this Article, he/she may request an unpaid leave of absence for illness not in excess of six (6) months and such leave of absence shall not affect the employee's seniority rights or vacation rights under this Agreement provided the employee notifies the University every two (2) weeks, or at such intervals as the University may agree upon with an individual employee, that such employee is still on leave of absence for illness. Absence for illness in excess of six (6) months in addition to the paid sick leave to which an

employee is entitled under this Article, or failure to keep the University informed in accordance with the preceding sentence that the employee is still on a permitted leave of absence for illness shall terminate the employment of such employee. The University in its discretion may consent to an unpaid leave of absence in excess of six (6) months.

F. Maternity Leave

All females who are regular full-time or regular part-time employees scheduled to work 17.5 hours or more per week are eligible for Maternity Leave after completing three (3) months of continuous service, for pregnancy and/or childbirth or for the purpose of adopting a child under three (3) years of age.

**1. a. Maternity Leave.** Eligible females are entitled to a Maternity Leave of eight (8) weeks. If, in the case of pregnancy and/or childbirth, medical incapacitation for either the mother or the child extends beyond the eight (8) week period, an employee may request an extension of her Maternity Leave. With approved medical documentation, unused accrued sick leave will be applied to this extension. In cases where the employee has exhausted unused sick leave, the total unpaid Maternity Leave period will not exceed six (6) months.

**1. b. Additional time off.** Employees who are not medically incapacitated upon completing an eight (8)

week Maternity Leave, but wish to take additional leave, are not eligible for a Maternity Leave extension. The additional time off must be requested as Vacation Leave, Personal Days, or unpaid leave of absence.

**2. Medical Documentation.** At any time, the University has the right to require an employee to submit objective medical evidence that establishes either illness or its expected duration; and/or require a medical examination by a physician chosen by the University.

**3. Adoption Leave.** Employees on Maternity Leave for the purpose of adoption of a child under three (3) years of age can apply their available paid absences (accrued Vacation Leave, available Personal Days or available Compensatory Time Off) to an approved Maternity Leave period. The balance of the leave period will be taken as an unpaid absence.

**4. Pay and benefits during leave.** Employees maintain their normal pay and benefits during all portions of a Maternity Leave that are taken as paid absences. Employees should consult the Benefits Office regarding benefits eligibility during unpaid Maternity Leave.

**5. Notification of intent to return to work.** An employee who is on an approved Maternity Leave is expected to give her supervisor written notification of intent to return to work. Notification must be

received at least two (2) weeks in advance of the expected return date. An employee returning to work from an extended Maternity Leave is expected to provide a doctor's certificate that establishes the employee's fitness for work. An employee who fails to return to work by the expected return date will be considered to have resigned voluntarily from the University.

G. Personal Days

**1. Eligibility.** Employees with at least one (1) year of service are entitled to one (1) day of personal leave per contract year, and to convert two (2) days of accrued sick leave per contract year to personal leave, provided they have not been placed on sick leave warning status during the contract year, as provided under Article 9, Sick Leave. Such personal leave must be requested at least twenty-four (24) hours in advance, except in emergencies. There is no accumulation of personal leave from one contract year to the next.

**2. Bonus personal day.** Employees who obtain and maintain a sick leave balance of 120 days for each period of four (4) consecutive months will accrue one (1) bonus personal day, provided that they do not use any sick time during that four (4) month period.

H. Short-Term Disability

**1. Eligibility.** After three (3) years of service employees covered by this Agreement will be eligible for short-term

disability benefits which bridge the gap between the sixty-first (61st) calendar day of disability and the start of the University's long-term disability program which commences after six (6) months of continuous disability.

**2. Medical Documentation.** In order to qualify for these benefits, the employee must have an examination by a physician approved or selected by the University within two (2) 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.

**3. Commencement and duration of benefits.**

Subject to the above provisions, short-term disability payments will commence on the sixty-first (61st) 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 percent (60%) of the regular weekly wage rate the employee was receiving immediately prior to the onset of the disability. The minimum payment is \$175 per week and the maximum payment is \$500 per week.

**4. Coordination with other benefits.** 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 Workers' Compensation.

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

**6. Additional restrictions.** Benefits under this section shall not be cumulative or transferable.

## ARTICLE 10

### Sympathy Leave

**1. Compensation.** In the event of a death in an employee's immediate family, the University will compensate the employee for scheduled working time lost from employment because of the death. An employee shall be compensated for up to three (3) consecutive work days lost beginning on the day of or the day after death. In the event other funeral arrangements or observances are necessary, the employee may request to use these days for such other arrangements or observances. Such requests shall be promptly presented to the appropriate Assistant Vice President or to the Director of Mail Services for employees under his jurisdiction. Compensation received for days used as sympathy leave shall be based on the employee's regular scheduled hours for the shift excluding overtime.

**2. Definition of immediate family.** For the purposes of this provision, "immediate family" shall be defined as follows: husband or wife, children, adopted children, parents, sister, brother, parents-in-law, grandparents, step-children, brother-in-

law, sister-in-law, son-in-law, daughter-in-law, or grandchild of the employee.

**3. Leave for other family members.** A maximum of one (1) day will be granted an employee to attend the funeral or other observance in event of death of a first cousin, aunt, uncle, nephew, or niece, normally to be taken within reasonable proximity of the death.

**4. Evidence of relationship.** Employees must submit evidence of relationship to the deceased within two weeks following the death of the relative. If more time is needed employee must inform his or her supervisor. An employee may either submit the obituary announcement or an approved form attesting to the relationship to a deceased member of his or her immediate family.

**5. Exceptional circumstances.** If, because of exceptional circumstances, an employee requires more sympathy leave than is granted under this Article of this Agreement, then 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 the current vacation period in accordance with Article 14, or charged to sick leave up to a maximum of ten (10) days.

B. Time off as a leave of absence without pay. An employee must notify his/her immediate supervisor as soon as reasonably possible that he/she is requesting additional sympathy leave. Requests must include the reason(s) for the leave, the relationship of the deceased to the employee and the

amount of sympathy leave he/she will need. Requests will be reviewed by the appropriate Assistant Vice President or the Director of Mail Services.

**6. Death of family member while on vacation or holiday leave.** Should a death occur in the immediate family during scheduled time off due to vacation or a holiday, and the employee is otherwise entitled to sympathy leave, such time shall be charged as sympathy leave, rather than as vacation or holiday.

## ARTICLE 11

### Jury Duty

**1. Compensation.** If an employee is called for Jury Duty, the University shall pay the difference between the hours regularly paid up to forty (40) hours per week and the amount he/she receives from the court, provided he/she was hired and commenced work before receiving notice of such duty.

**2. Evidence of service.** In order to be eligible for such pay from the University, the employee must furnish evidence from the court of summons for such service and acknowledgement from the court that the employee actually served or was released from the requested jury duty. An employee's regular pay is not interrupted while performing jury duty service.

## ARTICLE 12

### Holidays

**1. Recognized holidays.** The following shall be recognized as holidays for the day designated by state law or prevailing local custom for all employees: New Year's Day, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas. If designated by the University as a University Holiday, the day after Thanksgiving shall also be a paid holiday. Martin Luther King, Jr's birthday shall be recognized as a full-day holiday for the day designated by state law or local custom for all employees. An employee whose shift commences on a holiday shall be considered to be entitled to holiday pay.

**2. Compensation.** Whether or not a holiday falls on an employee's regular working day, if the employee is not required to work, the employee will receive a regular day's pay, provided he/she works for the University his/her basic workday on the working day prior to the holiday and the working day after the holiday. However, if his/her Department Head or immediate supervisor authorizes an employee to be on leave without pay for the working day prior to or after the holiday, the employee shall be paid for the holiday. If the employee is on paid sick leave on the day prior to or the day after the holiday, such employee shall be entitled to holiday pay. If an employee works on a holiday designated above, he/she shall be paid, in addition to his/her regular

compensation for that day, at the rate of time-and-one-half his/her regular hourly rate for each hour worked. When a particular holiday falls on an employee's regular day off, and that employee is otherwise entitled to holiday pay for that holiday, the employee will receive a "floating holiday" to be used at a time mutually agreed upon by the employee and his/her supervisor within the same contract year as the holiday. Payment in lieu of unused compensatory time off will not be made at any time.

## ARTICLE 13

### 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. Employees who are required to work during such period shall be granted compensatory time off with pay at a time mutually agreed upon by the employee and the supervisor within the same contract year as the intersession. Total time off with pay (intersession time off and/or compensatory time off in lieu thereof) for any given intersession will be the same for all full-time employees, regardless of their work schedule during the intersession.

## ARTICLE 14

### Vacations

**1. Maximum accumulation.** Earned vacation time may be accumulated up to a maximum of six (6) weeks and the

maximum vacation which any employee may take at any one time will also be six (6) weeks. The number of employees who may be on these long vacations at any one time will be subject to the operational requirements of the University.

**2. Payment of accrued vacation leave.** An employee who is laid off by the University for lack of work, or any employee who is called into service either by draft or by voluntary enlistment, shall be entitled to any vacation pay which he/she had accrued preceding such layoff or call to service. An employee who voluntarily quits and gives management a two (2) week [ten (10) workdays] notice will be paid for his/her accrued vacation time.

**3. Vacation Pay.** All vacation pay will be provided in separate checks, and all deductions will be made from vacation pay.

**A. Accruals for Employees hired prior to November 1, 1996:**

Employees do not accrue vacation during the first three (3) months of service.

All employees shall accrue vacation according to the following schedule:

<u>Accrual Rate for Regular Full-time Employees:</u>	<u>Vacation Days Accrued Per Year - Per Month</u>	
1. First three (3) months of consecutive service:	0	0
2. After three (3) months	10	5/6

of consecutive service and through forty-eight (48) months of consecutive service:

3. After forty-eight (48) months of consecutive service and through one hundred and eight (108) months of consecutive service: 15 1 1/4

4. After one hundred and eight (108) months of consecutive service: 20 1 2/3

5. The above accrual rates are based on a twelve (12) month schedule and a forty (40) hour work week. Accrual will be prorated for a short working year.

Employees with fifteen (15) or more years of service will earn five (5) weeks of vacation in any year that an intersession is not scheduled.

**B. Accruals for Employees hired on or after November 1, 1996:**

Employees do not accrue vacation during the first six (6) months of service.

All employees shall accrue vacation according to the following schedule:

<u>Accrual Rate for Regular Full-time Employees:</u>	<u>Vacation Days Accrued Per Year - Per Month</u>	
--	---	--

- |  |    |       |
|--|----|-------|
| 1. First six (6) months<br>of consecutive service:   | 0  | 0     |
| 2. After six (6) months of<br>consecutive service through<br>twenty-four (24) months<br>of consecutive service:                    | 5  | 5/12  |
| 3. After twenty-four (24)<br>months of consecutive service<br>and through sixty (60) months<br>of consecutive service:             | 10 | 5/6   |
| 4. After sixty (60) months of<br>consecutive service and through<br>one hundred and twenty (120)<br>months of consecutive service: | 15 | 1 1/4 |
| 5. After one hundred twenty<br>(120) months of consecutive<br>service:   | 20 | 1 2/3 |
| 6. The above accrual rates are based<br>on a twelve (12) month schedule<br>and a forty (40) hour work week.                        |    |       |

Accrual will be prorated for a short working year.

C. General Provisions

**1. Scheduling.** The vacation schedule shall be determined by the University, which shall follow the preference of the individual employee insofar as possible. An employee shall be entitled to take two (2) weeks of his/her vacation between June 1 and September 30.

**2. Ten percent of shop/department.** Ten percent (10%) of a shop or department, by seniority, may take all or any part of their earned vacation credits at any time during the year, including the last week of August. More than 10% of a shop or a department may be granted vacation when management determines the work load permits it.

**3. Posting.** Summer vacation will be scheduled during the Spring posting period. Vacations will be assigned by seniority. After the vacation schedule has been set, a senior employee cannot displace a less senior employee on the schedule. Employees must provide at least five (5) days notice to use two (2) or more accrued vacation days not covered by the current procedure on the annual summer vacation schedule.

**4. Pay for hardship or emergency.** Up to ten 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 management, 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.

**5. Prohibition.** Vacation days cannot be used for the day on which the absence is first reported.

## ARTICLE 15

### Safety

**1. Safety.** It is agreed that the University shall continue to maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees.

**2. Labor-Management committees.** The University agrees to establish joint union/management safety committees on both campuses to advise management on safety practices and problems relating to bargaining unit employees, provided the Union representatives on the committees do not exceed three persons and that safety committee matters are not subject to the grievance procedure. The University agrees that safety issues which are not resolved through the safety committee discussions will be forwarded to the Associate Vice President for Facilities Management and Planning.

**3. Safe work environment.** The University will not knowingly place any University employee in a harmful or unsafe work environment. The University will provide safety training to current and new employees prior to assuming their duties in their work areas. The University will provide employees with any safety device or equipment appropriate to the work.

**4. Notification of concern.** In circumstances where an employee reasonably suspects that conditions in a work

environment may pose a threat of harmful exposure, that employee should notify his/her supervisor or Safety Officer of this situation. Following such notification, the University will promptly respond to the employee's concern through the Safety Office prior to the employee resuming the work. Disputes arising from the administration of this Article shall be the subject of the grievance procedure except as otherwise provided in the second paragraph.

**5. Physical examinations.** Trades employees may schedule a physical examination with a University designated physician once a year. Trades employees and other bargaining unit members may also request such an examination on an emergency basis, in cases of injury on the job or in cases where harmful exposure to hazardous substances is suspected.

## ARTICLE 16

### Wages and Overtime

**1. Wage schedule.** Schedule A attached hereto and made a part hereof, describing the hourly rate of pay for each classification of employee, shall apply as stated on said Schedule A.

**Premium pay for overtime** will be paid on the following bases:

1. Time-and-one-half the employee's regular hourly rate for hours actually worked over his/her regular workday (8 hours) or regular workweek (40 hours), whichever yields the greater compensation.

Employees who work overtime shall be paid for overtime, rounded up to the nearest one half (1/2) hour.

2. Time-and-one-half for work on the holidays designated in this Agreement.
3. Overtime payments shall not be pyramided or duplicated.

**2. Eligibility.** In order to be entitled to daily or weekly overtime in any week, the employee must work his/her basic workday or basic workweek (holidays excepted) unless his/her absence from work during such week was due to approved paid sick leave, or is due to layoff. For overtime purposes, holiday pay shall be computed as time worked.

**3. Shifts.** An evening shift is any shift which commences at or after 12:00 noon and prior to 10:00 p.m. A night shift is any shift which commences at or after 10:00 p.m. and prior to 2:00 a.m.

**4. Shorter week.** Nothing in this Agreement shall prevent the University from hiring new custodians for a building on the basis of a shorter basic working week than is now in force in such building.

**5. Call in.** An employee shall be paid a minimum of four (4) hours' pay at time-and-one-half the employee's regular rate of pay for emergency "call-ins." A "call-in" as used in this paragraph means that an employee is summoned from his/her home to work in an emergency, does the work and returns home when he/she has completed his/her work in the

emergency. However, if a "call-in" for emergency work occurs at such a time that, except for allowance for a breakfast, luncheon or dinner hour, it overlaps the employee's basic workday or begins at the end of the employee's basic workday or ends with the beginning of the employee's basic workday, the employee shall not be entitled to the time-and-one-half rate of pay for any overlap of hours during that basic workday but shall receive only his/her regular rate of pay for those hours. (Overtime payments shall not be pyramided or duplicated, as, where, since a "call-in" overlaps the normal work period, the employee thereby works more than his/her customary basic workday.)

**6. Equitable distribution of overtime.** Overtime shall be distributed as equitably as practicable, consistent with the work to be done, among employees within established work groups. Established work groups are shops, such as the electrical shop, custodial units, such as 700 Commonwealth Avenue, and similar organizational units established by management. A listing of overtime hours worked and/or refused, by individual employees in each established work group will be started anew each contract year and will be kept posted in an enclosed bulletin board readily accessible to all employees in the work group and to the Union steward. Overtime hours refused will be counted as overtime hours worked (not paid) for purposes of determining whether or not overtime work has been distributed equitably, as defined above.

**7. Scheduled overtime.** Planned overtime work will be scheduled and posted, at least two (2) days in advance. The

University, however, reserves the right to schedule overtime work as it deems necessary for the safety, efficiency, and continuity of its operation.

**8. Meal break.** Employees scheduled to work more than twelve (12) consecutive hours will receive a paid thirty (30) minute meal period at the beginning of the ninth (9th) hour.

**9. Jury duty and overtime.** Time spent actually on Jury Duty will count as time worked for purposes of calculating overtime payments when such overtime is worked during the day shift only.

**10. Insufficient manpower.** Should overtime be offered and there is insufficient manpower to fill the need, then the least senior qualified person must work the overtime.

**11. More than 16 hours.** In the event more than sixteen (16) hours are worked consecutively, time-and-one-half (1 1/2) shall be paid for all hours worked after the first sixteen (16) hours, even though some of those consecutive hours worked may fall in the following payroll day. This overtime premium shall not be pyramided or duplicated with any other overtime premium.

## ARTICLE 17

### Bulletin Boards

The University will permit the Union to post notices of its meetings and other Union activities on the employees' bulletin board at the School of Management and on such other employee bulletin boards as now exist in the various University locations.

## ARTICLE 18

### Promotions and Transfers

**1. Preference.** Qualified present employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement. It is the University's intent to encourage and assist employees in advancing their careers. When any job is vacant, the University agrees to post notice of such vacancy on employees' bulletin boards located in major buildings where more than five (5) employees work, for a period of five (5) working days before filling the vacancies (except temporarily during the posting period or in an emergency).

**2. Temporary assignment.** Employees who are temporarily transferred to a higher-rated job classification for a consecutive period of two (2) hours or more shall be paid the wage rate established for the higher-rated classification for all hours worked while assigned to such classification. Temporary transfers under this provision will not include work assignments which are customarily performed as part of the regular duties of an established job classification. An employee temporarily transferred to a lower rated job shall maintain his/her regular rate of pay. An employee permanently transferred shall be entitled only to the rate of pay for the job to which he/she has been transferred.

**3. Notice to employee.** Management will notify employees of changes in shift assignments at least one (1) week in advance, except in emergencies.

**4. Lead worker.** All promotions to Lead Worker classifications shall be conditioned upon the employee's continuing satisfactory performance of the Lead Worker's responsibilities. The University shall have the right to return any Lead Worker to his/her former classification when, in the judgment of Management, such employee's performance of the Lead Worker's responsibilities is less than satisfactory.

**5. Evaluation for promotion.** The University agrees to evaluate for promotion, at least once a year, the Maintenance Mechanics II, the Maintenance Mechanics and the Painters I. In making the evaluation the employee's supervisor will seek the opinion of the Lead Worker, assistant foreman and other appropriate personnel. If, as determined by the University, they meet the requirements of the next higher classification in their shop, they will be promoted to that next higher classification in their shop.

**6. Written summary of evaluation.** A written summary of the employee's evaluation (Maintenance Mechanics II, Maintenance Mechanics, and Painters I) will be provided to the employee within 30 days after completion of the evaluation.

## ARTICLE 19

### Trial Period

The University shall have one hundred twenty (120) days from the commencement of employment, for employees hired after November 1, 1996, or sixty (60) days from the date of promotion or permanent transfer, as the case may be, within

which to judge the competency of any employee to perform his/her duties. This period shall be considered a trial period, and the provisions of this Agreement provided under Article 7, "Grievances," shall not apply to the employee during this trial period. An employee shall also have sixty (60) days from the date of his/her promotion to decide whether or not he/she wishes to return to his/her previous position without loss of seniority.

## ARTICLE 20

### Scope of Contract

This contract disposes of all bargainable issues for the life of the contract.

## ARTICLE 21

### Anti-Discrimination

**1. No discrimination.** There shall be no discrimination by either the University or the Union, except as permitted by federal or state law, in connection with the employment or union membership of any person on account of his/her race, color, religion, sex, national or ethnic origin, marital status, parental status, veteran status, disability, sexual orientation or age.

**2. ADA compliance.** Nothing contained herein shall prevent the employer from complying with the requirements of the Americans with Disabilities Act.

## ARTICLE 22

### Military Service

The University agrees to carry out the applicable federal statutes relating to rehiring former employees who have served in any branch of the armed services of the United States. In the event that it becomes necessary to discharge another employee in order to reinstate such an employee returning from service in the armed forces of the United States, such discharge shall follow the seniority principle and shall not constitute a grievance under this Agreement.

## ARTICLE 23

### Federal and State Laws and Executive Orders

If any law or judicial order or administrative or executive order or ruling shall so restrict or affect the performance of this Agreement or any Article or Articles thereof in accordance with its terms so as to make it either impossible for such performance or in the judgment of the University unduly burdensome, then the University may at its option terminate the affected Article or Articles thereof by written notice to the Union, and thereupon the Union and the University shall in good faith commence negotiations of a new Article or new Articles which were so terminated.

## ARTICLE 24

### Uniforms

The University shall provide five (5) sets of new uniforms and five (5) new T-shirts every two (2) years.

Employees in skilled trades classifications shall be provided one (1) additional set of uniforms every two (2) years. Upon request, the University will provide each employee the option to receive the five (5) shirts/sweatshirts in any combination. Upon request, the University will provide each Roofer with one pair of coveralls in place of one set of uniforms. Upon request, the University will provide cotton uniforms for employees in the Equipment Mechanic, Maintenance, Plumbing and HVAC shops at the Charles River Campus and all Mechanics at the Medical Campus. Employees will also be provided with a suitable jacket. Replacement of jackets will be made as required by normal wear and tear. 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. Adequate foul weather gear shall be provided as needed.

## ARTICLE 25

### Personnel Files

**1. Request for Copy of file.** The University will provide to an employee, upon written request to the Department Head of the Office of Human Resources, a single copy of the contents of his/her official personnel file maintained in the Office of Human Resources.

**2. Written warnings.** Before written warnings are placed in the employee's personnel file, the warning and the reason therefore shall be communicated to the employee. Written warning shall include the date that it is to be removed from the employee's personnel file, and shall be removed on that date provided the employee has no further warnings or disciplinary action taken against him/her prior to removal date. The substance of warnings and the removal date are subject to the grievance procedure under Article 7. All written warnings and reprimands shall be removed from all an employee's personnel files after a period of up to six (6) months.

**3. Suspensions.** Upon request by an employee, letters of suspension will be removed from all the employee's personnel files if (a) that letter is at least two (2) calendar years old, and (b) that employee has had no other disciplinary infractions recorded in his/her personnel file within two (2) calendar years of the suspension.

**4. Verbal Warnings.** Verbal warnings will be verbal. Management may, however, keep logs of such warnings which will not become part of the employee's personnel file.

## ARTICLE 26

### Severance Pay

A severance allowance equal to one (1) week's base pay for each full year of service, or prorated for a fractional year of service, shall be paid to employees who are laid off and opt to sever themselves from employment, or are on layoff for longer than nine (9) months.

## ARTICLE 27

### Training, Apprenticeships, Tuition Remission and Licenses

#### A. Apprenticeships

The University recognizes the value of an apprentice training program for certain skilled trades, and will implement such a program. The number of employees to be assigned to any apprentice training program in any of the skilled trades will be determined solely by the University.

The University will forward to the Apprenticeship Committee all qualified applicants for apprentice positions within thirty (30) days of the job posting.

In the event that a trades position is not available when an individual successfully completes the apprentice program, the individual will be promoted to the trades position and the apprentice position will be refilled when a vacancy occurs.

#### B. Job-Related Training

The University will endeavor to provide job-related training opportunities for employees to develop potential, increase productivity, and improve job knowledge and job skills. The University will provide the Union with notification of the training scheduled for bargaining unit members on a quarterly basis. In addition, training opportunities will be posted on bulletin boards in each area at least thirty (30) days prior to the commencement of such training.

#### C. 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.** Upon hire: one hundred percent (100%) tuition remission for the first four (4) credit hours in any one (1) semester. Ninety (90%) percent tuition remission for up to four (4) additional credit hours of courses per semester (graduate or undergraduate). Employees must be actively employed on the first through the last day of the semester.

**Spouse.** After the employee completes twelve (12) months of service: Fifty percent (50%) tuition remission.

**Dependent Children.** After employee completes four (4) months of service: Fifty percent (50%) tuition remission. For employees hired prior to January 1, 1997, one hundred (100%) percent tuition remission after employee completes sixteen (16) months of service. For employees hired on or after January 1, 1997, ninety (90%) percent tuition remission after employee has completed sixteen (16) months of service.

The two (2) summer terms will count as one (1) semester for the purpose of this Article.

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 plan description, as set forth in the University's Application for Tuition Remission, shall also be applicable under this Article.

D. Licenses

**1. Fees for licenses.** The University will pay the fee on behalf of bargaining unit members for licenses, excluding the fee for a Class 3 driver's license, required to perform the duties of their position. When the University owns the equipment required to obtain such licenses it will make such equipment available for practice and for the licensing test. The University will also provide a qualified sponsor for such licensing, if one is available.

**2. Record of licenses.** A list of the licenses required to perform the duties of all job classifications and a record of the renewal dates of licenses held by bargaining unit members will be maintained by the University.

**3. Reimbursement.** In case of reimbursement the University will make payment within two (2) weeks of receiving notice from the employee.

ARTICLE 28  
Health and Welfare

A. Insurance Coverage

Bargaining unit employees are eligible to participate in the following plans: Group Life Insurance; Long-Term Disability; Short-Term Disability; and Personal and Family Accident Insurance Plan. Employee eligibility and benefit levels are based on the provision outlined in the summary plan descriptions available at the Office of Human Resources, Benefits Section.

B. Medical and Dental Health Plans

**1. Health plan options.** 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.

**2. Co-payments.** The University agrees not to increase the co-payments for prescription drugs and doctor's office visits until the effective date of the Spring 2009 annual health plan open enrollment (changes in these co-pays, if made, will be effective no sooner than May 1, 2009). If the University decides to make changes to office visit co-payments and/or prescription drug co-payments

for the Spring 2009 Open Enrollment, the University will negotiate with the Union prior to making such changes. The University will maintain the current contribution percentages and eligibility applicable to the health plan.

**3. Dental plan.** Bargaining unit employees are also 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.

C. Statutory Benefits

**1. State and federal.** Bargaining unit employees are covered by the following federal and state statutory benefits: Social Security, Workers' Compensation, and unemployment insurance.

**2. Flexible benefits.** The University will continue to offer a Flexible Benefit Plan which will, under current federal and Massachusetts law, permit all employee contributions to University-sponsored health plans and Personal and Family Accident Insurance to be treated as non-taxable income under federal and Massachusetts income tax laws and Social Security taxes.

The Flexible Benefits Plan permits employees to contribute to reimbursement accounts for dependent care expenses and for out of pocket health care expenses not covered by Health and Dental Plans. Such contributions are

treated as non-taxable income under federal and Massachusetts income tax laws and Social Security taxes.

## ARTICLE 29

### Pension Plan

The employees in the bargaining unit are eligible to participate in the Boston University Retirement Plan (1987). Employee eligibility and benefit levels are based on the provisions outlined in the summary plan description of the Boston University Retirement Plan. Regularly scheduled shift differentials will be included in the calculation of compensation and benefits for all employees. Retirement contributions for bargaining unit employees will be transmitted weekly.

## ARTICLE 30

### Miscellaneous

**1. Towing and repair of car.** With prior approval from his/her foreman, an employee will be allowed reasonable time off with pay to arrange for towing or repair of his/her car in the event of breakdown during its use in the course of University business. Such approval will not be unreasonably denied.

**2. Union officer or delegate.** The University agrees that any member of the Union selected as Union officer or delegate shall be allowed time off which shall be determined by the University, upon receipt of a request for time off for the performance of such duty, without loss of seniority rights. The

University shall not be required to pay such employee for time off.

**3. Breaks.** Employees will be allowed fifteen (15) minutes as a rest period in the morning and afternoon in which to get coffee and/or to rest. Rest periods shall be staggered at the discretion of management so that necessary and essential coverage and/or service is provided at all times.

**4. Contracting out.** For the express purposes of this provision only, no employee covered by this Agreement shall be laid off or reduced in regular hours due to contracting out of work.

**5. Distribution of payroll checks.** Payroll checks will be given to employees working night shifts when the checks are available and to day shift employees by noon.

**6. Normal workweek.** The normal workweek for Custodians (excluding Limited Part-Time Custodians) shall be one of the following:

Monday through Friday

Tuesday through Saturday

Wednesday through Sunday

The University shall not change the above workweeks unless it determines that conditions so require.

Work schedules shall not be changed to avoid payment of overtime.

**7. Mileage reimbursement.** All employees who use their cars for University business shall receive mileage allowances in accordance with IRS rates and regulations.

**8. Replacement of tools.** For employees in skilled trades classifications who are required to provide their own tools, the University will replace any required tool of the trade which breaks while performing University work, provided the employee notifies his/her supervisor promptly of the circumstances under which the tool was broken and returns the broken tool.

**9. Weather emergency closings.** Employees on the Charles River Campus who are required to work when the Charles River Campus is closed, or the workday on that campus is shortened because of severe weather conditions, shall receive compensatory time off with pay equal to the number of actual hours worked during the closing. Employees on the Medical Campus who are required to work when the entire Medical Campus (School of Medicine, School of Public Health, and the Goldman School of Dental Medicine) is officially closed or when the workday of the entire Medical Campus is officially shortened due to severe weather conditions, shall receive compensatory time off with pay equal to the hours actually worked by the employee during the period of the official closure. Compensatory time off for all employees must be taken at a time mutually agreed upon by the employee and his/her supervisor during the same contract year in which it is earned.

**10. MBTA tracks.** Employees who are assigned to clean the fenced-in MBTA tracks on Commonwealth Avenue, near the Kenmore Station tunnel, shall be paid a premium of one dollar (\$1.00) per hour worked. A minimum of four (4) hours

at one dollar per hour on each such assignment is guaranteed. Employees who are assigned to this work will be selected by management from among those employees who have volunteered for such work.

**11. Limit on use of Limited Part-time Custodians.** The University agrees that during the term of this Agreement it will not employ more than twenty-five (25) percent of bargaining unit employees in Limited Part-Time Custodian positions. The University also agrees to continue to assign overtime, as needed, to regular Custodians.

**12. Contracting out committee.** The University agrees to continue the Joint Union/ Management Task Force (composed of up to four (4) management representatives and up to four (4) Union representatives) to assist and advise management in identifying and recommending areas where work being performed by outside contractors could be more efficiently and economically performed by bargaining-unit employees. The foreman and appropriate management staff will identify and the University will assign maintenance, custodial and minor construction projects to current employees on either a straight time and/or overtime basis when staffing levels permit and management determines that such assignments can be accomplished in a timely and cost effective manner. Management will consult with the Union on the implementation of this program through the Joint Union/Management Task Force.

**13. Summer hours.** Whenever practical, the University will continue the practice of an early starting time during the summer months for trade workers. Each spring the University

will meet with the Union to consult on the summer schedule.

**14. HVAC/Refrigeration Mechanics.** The Control and HVAC/Refrigeration Mechanics shall be incorporated into the Plumbing/HVAC Shop. The employees in these positions will be assigned to the day shift for the first two years from their dates of hire or transfer. Any candidates from the Plumbing/HVAC Shop who successfully bid on these jobs will retain their seniority. The practice of trades cross-over that currently exists in the Plumbing/HVAC Shop will continue for all members of the shop.

**15. Performance evaluation process.** The University will develop a performance evaluation process that will facilitate supervisory discussions with employees represented by SEIU Local 615. The performance evaluation will be conducted by the employee's immediate manager or supervisor. The parties agree in concept that the evaluation meeting will take place at least once a year to discuss an employee's job performance. The performance evaluation process will also give an employee an opportunity to learn which areas of his or her job performance meet or exceed standards or require improvement. The performance evaluation will be placed in the employee's departmental file and not in the official personnel file. The employee will be provided with a copy of his or her evaluation. The evaluation will not be used in promotion decisions by either the University or the employee. The performance evaluations will not be used for disciplinary action and will not be subject to the grievance procedure. The employee can, upon request, meet with the Human Resources representative assigned

to Facilities Management or an individual designated by the Associate Vice President for Facilities Management and Planning to discuss the evaluation.

## ARTICLE 31

### Employee Identification Badges

All employees will be required to wear a Boston University identification badge. Each employee will be provided with two (2) Boston University identification badges. One badge will be issued to the employee and the other badge, which will serve as a back-up, will be kept by the employee's immediate supervisor.

## ARTICLE 32

### Effective Date and Termination

This Agreement shall become effective as of November 1, 2006 and shall continue in full force and effect through October 31, 2010, and thereafter from year to year unless terminated by notice in writing given by either party hereto to the other not less than sixty (60) days prior to the expiration of the above-stated period or prior to the expiration of any subsequent contract year during the existence of this Agreement.

Any notice required by this Agreement may be sufficiently given by written notice delivered or mailed by registered mail to the University's Associate Vice President for Human Resources, who is now Manuel P. Monteiro, and to the Union's Secretary-Treasurer, Peter Rider at its headquarters, which is currently at 60 Canal Street, 6th Floor, Boston, MA 02114.

## Schedule A: Schedule of Rates (\*)

<u>Classification</u>	<u>Effective 10/30/06</u>	<u>Effective 10/29/07</u>	<u>Effective 11/3/08</u>	<u>Effective 11/2/2009</u>
Apprentice Mechanic	22.31	23.04	23.79	24.74
Carpenter	28.09	29.01	29.95	31.15
Carpenter, Lead Worker	30.46	31.45	32.47	33.77
Control Mechanic	29.23	30.18	31.16	32.41
Custodian	18.33	18.92	19.54	20.32
Custodian, Limited P/T	13.75	14.19	14.66	15.24
Custodian, Ice Technician	22.33	23.06	23.81	24.76
Custodian-Zamboni Operator	19.65	20.29	20.95	21.78
Custodian, Lead	19.89	20.53	21.20	22.05
Electrician	29.23	30.18	31.16	32.41
Electrician/HVAC	29.23	30.18	31.16	32.41
Electrician, Lead Worker	31.74	32.77	33.84	35.19
Equipment Mechanic	27.90	28.80	29.74	30.93
Facilities Mechanic-High Containment**	-	-	-	-
General Mechanic	29.23	30.18	31.16	32.41
General Mechanic, Lead Worker	31.74	32.77	33.84	35.19
Groundswoker	21.36	22.06	22.77	23.68
Groundswoker, Licensed	22.26	22.98	23.73	24.68
Groundswoker, Lead Worker	23.19	23.94	24.72	25.71
HVAC/Refrigeration Mechanic	29.23	30.18	31.16	32.41
HVAC, Lead Worker	31.74	32.77	33.84	35.19
Laborer	20.04	20.69	21.36	22.22

\* These rates apply to employees who have completed at least 18 months service. Employees with less than 18 months will be paid 75% of the base classification rate for the first 12 months; 80% of the base classification rate for the 13th through the 15th month; 87.5% of the base classification rate for the 16th through 18th month. The rate progression does not apply to the Limited P/T Custodian position.

\*\* Wage to be negotiated at a later date

## Schedule A: Schedule of Rates (\*) (Cont'd)

<u>Classification</u>	<u>Effective 10/30/06</u>	<u>Effective 10/29/07</u>	<u>Effective 11/3/08</u>	<u>Effective 11/2/2009</u>
Locksmith	28.09	29.01	29.95	31.15
Locksmith, Lead Worker	30.46	31.45	32.47	33.77
Mail Services Operator	19.36	19.99	20.64	21.46
Mail Services Operator/Driver	20.19	20.84	21.52	22.38
Mail Services Operator, Lead Worker	21.89	22.60	23.33	24.27
Maintenance Mechanic II	26.34	27.20	28.09	29.23
Maintenance Mechanic	27.44	28.34	29.26	30.43
Maintenance Mechanic, Lead Worker	29.81	30.78	31.78	33.05
Maintenance Worker	22.02	22.74	23.48	24.42
Mason	28.09	29.01	29.95	31.15
Mason, Lead Worker	30.46	31.45	32.47	33.77
Painter I	26.59	27.45	28.34	29.48
Painter-Rigger	26.95	27.82	28.73	29.88
Painter II	27.90	28.80	29.74	30.93
Painter, Lead Worker	30.26	31.25	32.26	33.55
Plumber/Steamfitter	29.23	30.18	31.16	32.41
Plumber, Lead Worker	31.74	32.77	33.84	35.19
Roofer	28.09	29.01	29.95	31.15
Roofer, Lead Worker	30.46	31.45	32.47	33.77
Shipper/Receiver	21.57	22.27	22.99	23.91
Stock Clerk	19.51	20.15	20.80	21.64
Stockroom Clerk/Shipper/ Receiver/Sign Painter	21.57	22.27	22.99	23.91

\* These rates apply to employees who have completed at least 18 months service. Employees with less than 18 months will be paid 75% of the base classification rate for the first 12 months; 80% of the base classification rate for the 13th through the 15th month; 87.5% of the base classification rate for the 16th through 18th month. The rate progression does not apply to the Limited P/T Custodian position.

### Schedule A: Schedule of Rates (\*) (Cont'd)

<u>Classification</u>	<u>Effective 10/30/06</u>	<u>Effective 10/29/07</u>	<u>Effective 11/3/08</u>	<u>Effective 11/2/2009</u>
Storekeeper	22.61	23.35	24.11	25.07
Storekeeper, Lead Worker	24.52	25.32	26.14	27.19
Trades Helper (Note 3)	22.91	23.66	24.42	25.40
Truck Driver	21.98	22.70	23.43	24.37
Truck Driver Helper	20.91	21.59	22.29	23.18
Trucking, Lead Worker	24.55	25.35	26.17	27.22
Truck Driver/Grounds Worker	21.98	22.70	23.43	24.37
Truck Driver/ Incinerator Operator	21.98	22.70	23.43	24.37
Trucking & Grounds, Lead Worker	24.55	25.35	26.17	27.22
Workshop Mechanic	28.09	29.01	29.95	31.15
Custodial Evening Shift Differential	\$0.72	\$0.75	\$0.77	\$0.80
Custodial Night Shift Differential	\$0.83	\$0.85	\$0.88	\$0.92

\* These rates apply to employees who have completed at least 18 months service. Employees with less than 18 months will be paid 75% of the base classification rate for the first 12 months; 80% of the base classification rate for the 13th through the 15th month; 87.5% of the base classification rate for the 16th through 18th month. The rate progression does not apply to the Limited P/T Custodian position.

**Note 1. Shift differentials.** All Employees other than the trade classifications shall receive a shift differential for working the second and third shifts. Effective November 1, 2003, the total shift differential for working the evening shift is seventy (70) cents per hour. The total shift differential for the night shift is eighty (80) cents per hour. Effective November 1, 2006 evening and night shift differentials will increase by the same percent as the across-the-board increase for the life of the contract. (3.25% for each of the first 3 years of the contract and 4% for the fourth year of the contract) This provision will sunset at the expiration of the contract October 31, 2010.

**Note 2. Heavy equipment differential.** An operator of "heavy equipment" shall be entitled to receive seventy-five (75) cents per hour in addition to his/her customary rate of pay for actual time spent operating "heavy equipment." For purposes of this Note, "heavy equipment" shall be defined as the Payloader and the Zamboni machine. (Any overtime payments for an operator of "heavy equipment" shall be calculated on his/her regular base rate and overtime shall not be pyramided or duplicated.) The provisions of this Note shall apply to all individuals except each individual who is classified as a Custodian-Zamboni Operator on the records of the

University at November 22, 1974, for as long as he remains so classified.

**Note 3. Trades Helper rate.** The maximum rates for Trades Helper are set forth above. New employees with no experience shall be hired at the rate equal to the regular custodial rates and the minimum rate shall be increased at the rate of thirty (30) cents at the end of each six (6) months of employment until the maximum Trades Helper rate is reached. An employee who is hired as a Trades Helper and who has experience shall be paid the rate which, in the opinion of the University, is commensurate with his experience and shall be entitled to an increase of thirty (30) cents per hour every six (6) months until he/she reaches the maximum rate of the Trades Helper. The University shall evaluate Trades Helpers for promotion on completion of three (3) consecutive years of service and annually thereafter. Qualified Trades Helpers shall be eligible for promotion to the position of Maintenance Mechanic II. All such promotions shall be at the sole discretion of the University and are not intended to be the subject of any grievance procedures under this Agreement.

**Note 4. Maintenance Mechanic rate.** The rate of pay for the position of Maintenance Mechanic II shall be twenty-five (25) cents per hour less than the lowest-paid trades classification at the time of any such promotion to such position. (The position of Painter I is currently the lowest-paid trades classification.)

**Note 5. Furniture moving premium.** Custodians who are assigned to move "furniture" shall receive a one dollar and seventy-five cents (\$1.75) per hour premium. On each such assignment, they shall be guaranteed a minimum of four (4) hours at this premium rate. For purposes of this provision, "furniture" means office furniture and appliances, both newly acquired and used, which Management assigns to be moved within or into any building. Newly acquired dormitory furniture moved into any building will also be included in the premium. It does not include such items which have to be moved in the course of a Custodian's normal custodial duties.

**Note 6. Snow/Ice removal premium.** Custodians who are assigned to remove snow or ice shall receive a three dollars (\$3.00) per hour premium for a minimum of four (4) hours. The University will provide proper snow removal equipment as determined by the Office of Facilities Management and Planning.

**Note 7. Limited part-time Custodian.** A "Limited Part-Time Custodian" is one assigned to a normal work schedule of at least sixteen (16) hours, but less than thirty (30) hours, per week. The base hourly rate for the Limited Part-Time Custodian classification is seventy-five (75) percent of the base hourly rate for the regular Custodian classification. A Limited Part-Time Custodian is entitled to statutory benefits only, in addition to his/her base hourly rate, except as follows:

- (a) After one (1) year of continuous service, a Limited Part-Time Custodian who has worked at least 94 percent of his/her scheduled hours during the preceding twelve (12) month period shall receive the following paid holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. The rate of pay for each of the above holidays will be one-fifth (1/5) of the total weekly hours worked. In order to receive holiday pay, it will be necessary for each employee to work his/her full scheduled working day before and after the holiday.
- (b) After one year of continuous service, a Limited Part-Time Custodian who has worked at least 94 percent of his/her scheduled hours during the

preceding twelve (12) month period shall receive paid vacation, as follows:

(1) Hired prior to November 1, 1996:

- One (1) week after one (1) year of continuous service
- Two (2) weeks after two (2) years of continuous service
- Three (3) weeks after five (5) years of continuous service.

(2) Hired on or after November 1, 1996:

- Two and one-half (2 1/2) days after one (1) year of continuous service
- One (1) week after two (2) years of continuous service
- Two (2) weeks after three (3) years of continuous service
- Three (3) weeks after five (5) years of continuous service

IN WITNESS WHEREOF, the parties hereto set their hands and seals, by their duly authorized officers or agents, on the day and year first written above.

TRUSTEES OF BOSTON UNIVERSITY

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 615

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