

2018-2022

AGREEMENT

Boston University

and

Service

Employees International Union

District 615, 32BJ

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ARTICLES OF AGREEMENT

Agreement made this 31st day of October, 2018 by and between Service Employees International Union, District 615, 32BJ (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

The purpose of this Agreement is to promote good relations with respect and dignity 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.

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 an alternative service fee. 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 thirty (30) days after the date the employee reports for work, as a condition of employment, either become a member of the Union or pay to the Union an alternative service fee. 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 their 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. American Dream Fund (ADF). The University agrees to deduct and remit monthly, from earned wages, voluntary contributions authorized by any employees in the bargaining unit, to the S.E.I.U., Local 32 BJ American Dream Fund (ADF). 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 second (2nd), third (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 eight (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 eight (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 second (2nd), third (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 (2) years from their dates of hire or transfer.
- D. The University agrees to establish a joint labor management committee, made up of three (3) representatives from management and three (3) representatives from the union (one (1) 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 their former unit according to seniority.

4. Termination of rights. An employee's seniority and employment rights shall be lost under the following circumstances:

- a. Lay-off for a period of nine (9) consecutive months;
- b. Resignation or voluntary quit;
- c. Job abandonment;
- d. Discharge for just cause;
- e. Incarceration for a period of not less than thirty (30) calendar days, regardless of whether it is pre-trial detention or post-conviction imprisonment;
- f. Engaging in gainful employment, during an employee's regularly scheduled shift, while on an approved paid leave of absence;
- g. Overstaying or extending an approved leave of absence without authorization (including statutory leaves of absence, e.g. FMLA);
- h. Five (5) consecutive days of absence without notifying the University, unless there exist verifiable grounds for the absence acceptable to the University;
- i. Failure to return from lay off within seven (7) calendar days of written notice. It shall be incumbent on the University to demonstrate that said notice was delivered.

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 twenty-one (21) days following the occurrence of the event.

4. Imposing a suspension. If a disciplinary suspension is the subject of a grievance, the suspension will not be implemented until after the Step 2 grievance answer is issued. Suspensions or administrative leaves necessitated by University investigations shall be with pay, but not subject to challenge. 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 their 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 they 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: Such employees shall accrue one (1) day of paid sick leave at their basic daily pay for each full month of service. On January 1st of each calendar year, the number of paid sick days available to an employee shall be the number of paid sick days the employee has accrued up to a maximum of one-hundred-twenty (120) days.

2. Accruals for all employees hired on or after November 1, 1996: During the first two (2) years of employment, an employee shall accrue one (1) hour of paid sick leave at their basic hourly pay rate for every thirty (30) hours worked, up to a maximum of forty eight (48) hours per calendar year. Beginning with the third (3rd) year of employment with the University, an employee shall accrue one (1) day of paid sick leave at their basic daily rate of pay for each full month of service. On January 1st of each calendar year, the number of paid sick days available to an employee shall be the number of paid sick days the employee has accrued up to a maximum of one-hundred-twenty (120) days.

3. Pro-rated sick leave. All employees who regularly work a short working year [i.e., nine (9) months] shall be entitled to accrue sick leave as described in paragraphs 1 and 2 above but only during the months they are working.

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 their sick leave as described above may have sick leave at one-half (1/2) of their 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.

Employees hired on or after November 1, 2010, who retire at sixty-two (62) years of age or older must have an accrual of at least five hundred (500) hours in order to be entitled to the fifty percent (50%) buyback referred to in the prior paragraph.

9. Employees may take sick leave in increments less than a full workday.

10. Nothing in this Section "A" shall be interpreted as to provide lesser benefits than required by the Massachusetts Earned Sick Time Law.

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

Section 1: Under the Family and Medical Leave Act (FMLA) eligible employees may receive up to twelve (12) weeks of unpaid leave during a twelve month period for: (1) the birth of a child; (2) the placement of a child with an employee for adoption or foster care; (3) caring for a spouse, son, daughter or parent with a serious health condition; (4) an employee's own serious health condition; or (5) a qualifying exigency arising out of the employee's spouse, child,

or parent's active duty (or notification of an impending call to active duty) in the National Guard or reserves in support of contingency operations. Up to twenty-six (26) weeks are available to care for a spouse, child or parent, or next of kin who is a covered Service Member recovering from a serious injury or illness suffered in the line of active military duty.

Section 2: In order to be eligible for leave under FMLA an employee must: (1) have been employed for at least twelve (12) months before applying for the FMLA leave; (2) have worked at least 1,250 hours during the twelve (12) months prior to requesting the leave; and (3) provide medical certification issued by a health care provider of the employee or the employee's covered ill family member on Form WH-380 (available from the Office of Human Resources) or in another lawful format. Failure to submit the requested medical certification may delay the leave or preclude it from qualifying as FMLA leave. The University may, at its expense, seek additional medical opinions, including an independent examination for employees requesting FMLA Leave but not family members.

Section 3: If the FMLA leave is foreseeable then an employee is required to give the University no less than thirty (30) calendar days prior notice. After notice is given, the University will request the medical certification described above and provide the employee with the necessary paperwork. Employees requesting leave are required to furnish the University with the requested medical certification within fifteen (15) calendar days. No employee should depart on a foreseeable FMLA leave without having submitted the required medical certification.

Section 4: In the case of an emergency or other circumstance that results in an unexpected need for FMLA leave, an employee should notify the University as soon as practicable. Under no circumstances should an employee wait longer than two working days to give notice. If an employee is incapacitated, this notice may be given by a family member or other responsible party. As with foreseeable FMLA leave, the University will request medical certification and the employee is required to provide it within fifteen (15) calendar days.

Section 5: If this procedure is followed and an employee's leave is granted, the employee may be required to update the University regarding their condition and/or be asked to submit medical re-certifications to the extent permissible under applicable law. Additionally, employees returning from FMLA leave may be asked to provide a "fitness-for-duty" report before returning to work.

Section 6: As permitted by law, the University requires employees on approved FMLA leave to use sick, vacation, personal or other accrued time off while on leave. Only if paid absences are exhausted may an employee take the balance of their FMLA leave unpaid.

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, if possible, notify their supervisor or department head at least one (1) hour prior to the start of each shift for which they will be absent. 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 when the University believes an employee's record

of sick days claimed indicates a pattern of abuse. The University agrees not to exercise that right in an arbitrary or capricious manner, and that, prior to requiring a doctor's note, it will verbally warn an employee, in the presence of a shop steward, that management believes that such a pattern of abuse exists. Such notification shall remain in effect for six months. Any denial of sick leave pay is subject to the grievance procedure.

E. Medical Leave of Absence

When an employee has exhausted the paid sick leave to which the employee is entitled under this Article, they 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.

At least thirty (30) days prior to termination of an employee for exhausting their six months of unpaid medical leave, excluding intermittent leave under FMLA, the University shall send an employee written notification. If the employee is rehired within two (2) years after such termination, that employee shall retain their earned seniority and the benefits accrued by their years of service.

F. Parental Leave

1. Parental Leave. In accordance with the Massachusetts Parental Leave Act (expansion of the Massachusetts Maternity Leave Act (MMLA)), the University provides eligible employees with an authorized absence from work for the purpose of giving birth; for the purpose of adopting a child under the age of eighteen (18) or under the age of twenty three (23), if the child is mentally or physically disabled; or for the placement of the child with an employee pursuant to a court order.

2. Eligibility. All regular, full-time employees or regular, part-time employees scheduled to work at least 50 percent of the regularly scheduled workweek (seventeen and half (17.5) hours or more) are eligible for Parental Leave after completing three (3) months of continuous service.

3. Length of Leave. Eligible employees are entitled to a Parental Leave of eight (8) weeks per child. If both parents are University employees, they are only entitled to a total of eight (8) weeks of Parental Leave for the birth, adoption, or placement of the same child. Leave for the birth or adoption of a child may also be covered concurrently by Family Medical Leave Act.

4. Authorized Absences beyond Parental Leave. For requests for an authorized absence beyond the eight (8) weeks of Parental Leave, please reach out to the University's Human Resources Office at 617-353-2380.

5. Pay and benefits during leave. Employees maintain their normal pay and benefits during all portion of a parental leave that are taken as paid absences. Employees should consult the Human Resources Department regarding benefits eligibility during unpaid parental leave. Employees on parental leave must apply their accrued paid absences to cover their leave. Upon exhaustion of paid absences, the balance of the leave will be taken as unpaid. In the case of childbirth or adoption, sick time may be applied for both parents and, upon exhaustion of sick time, vacation, compensatory or personal days will be applied. In the case of a court-ordered placement of a healthy child, vacation, compensatory or personal days will be applied.

6. Notification of intent to return to work. An employee who is on an approved parental leave is expected to give the respective 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's returning to work from an extended leave due to medical reasons is expected to provide a doctor's certificate that establishes the employee's fitness for work, and receive clearance from the University's Occupational Health Services Center. 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 one hundred and twenty (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 short-term 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 thirtieth (30th) 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 \$700 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 their 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: spouse, 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 (2) weeks following the death of the relative. If more time is needed, the employee must inform their supervisor. An employee may submit either the obituary announcement or an approved form attesting to the relationship to a deceased member of their 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 their 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 their immediate supervisor as soon as reasonably possible that they are 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 they 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 the employee receives from the court, provided the employee 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 the employee works for the University their basic workday on the working day prior to the holiday and the working day after the holiday. However, if their 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, the employee shall be paid, in addition to their regular compensation for that day, at the rate of time-and-one-half (1 1/2) their 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 their 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 the employee 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 their accrued vacation time.

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</u> <u>Full-time Employees:</u>	<u>Vacation Days Accrued</u> <u>Per Year - Per Month</u>	
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1. First three (3) months of consecutive service:	0	0
2. After three (3) months of consecutive service and through forty-eight (48) months of consecutive service:	10	5/6
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.

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</u> <u>Full-time Employees:</u>	<u>Vacation Days Accrued</u> <u>Per Year - Per Month</u>	
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1. First six (6) months of consecutive service:	0	0
2. After six (6) months of consecutive service through twenty-four (24) months of consecutive service:	5	5/12
3. After twenty-four (24) months of consecutive service and through sixty (60) months of consecutive service:	10	5/6
4. After sixty (60) months of consecutive service and through one hundred and twenty (120) months of consecutive service:	15	1 1/4

5. After one hundred twenty (120) months of consecutive service:	20	1 2/3
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6. 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.

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 their 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 ten percent (10%) of a shop or a department may be granted vacation when management determines the work load permits it. Within each custodial area ten percent (10%) of a shift, by seniority, may take all or part of their earned vacation credits at any time during the year, including the last week of August. More than ten percent (10%) of a shift within an area 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 (10) employees in the bargaining unit per year may be provided with one (1) week of vacation pay in lieu of one (1) 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.

6. Intersession. 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.

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. 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.

3. 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 their 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.

4. 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.

5. Review and Evaluation. The University, using an independent consultant of its choosing, will review and analyze safety training programs for bargaining unit employees. This effort will take place in calendar year 2019, and will include the review of methods of delivery of safety training programs, best practices for assuring competency based training programs, and identification of opportunities for addressing preventable incidents, injuries, and exposures. The findings and results of the independent review will be shared with the union upon completion.

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 (1 1/2) the employee's regular hourly rate for hours actually worked over their regular workday [eight (8) hours] or regular workweek [forty (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. For NEIDL employees only: time-and-one-half (1 1/2) the employee's regular hourly rate for hours actually worked over their regularly scheduled workday [eight (8) hours or ten (10) hours] or regular work week [forty (40) hours], whichever yields the greater compensation.
2. Time-and-one-half (1 1/2) 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 their basic workday or basic workweek (holidays excepted) unless their 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 (1 1/2) 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 their home to work in an emergency, does the work and returns home when they have completed their 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 (1 1/2) rate of pay for any overlap of hours during that basic workday but shall receive only the employees 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 their 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 personnel. Should overtime be offered and there is insufficient personnel 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 bulletin boards located in the designated break rooms or sign-in rooms in each area/shop.

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 ten (10) 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 one (1) hour or more shall be paid the wage rate established for the higher-rated classification for the greater of (a) all hours worked when assigned to such classification, or (b) four (4) hours. 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 their regular rate of pay. An employee permanently transferred shall be entitled only to the rate of pay for the job to which they have 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 their 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 thirty (30) days after completion of the evaluation.

7. Limitations on Intra-shift Job Openings. Successful applicants for a position within their classification on the same shift are precluded from applying for another position on that shift for up to a period of six (6) months.

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 their 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 their promotion to decide whether or not they wish to return to their 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 their race, color, religious creed, sex, national or ethnic origin, genetic information, ancestry, marital status, parental status, veteran status, disability, gender identity, 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 newly hired full-time employees with five (5) sets of new uniforms and five (5) new T-shirts. Newly hired employees in the skilled trades classifications shall be provided one (1) additional set of uniforms. 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 (1) pair of coveralls in place of one (1) set of uniforms. 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. Newly hired employees will also be provided with a suitable jacket. The prescribed uniforms will be provided at no cost to the employee and must be worn while working. Uniforms shall not be altered except for proper fit. University-provided uniforms will remain the property of the University and shall be returned upon termination of employment, or when old uniforms are replaced by the University. Employees will be responsible for the cleaning and care of their uniforms. Adequate foul weather gear shall be provided as needed.

After an employee's initial uniform allotment, the individual will be entitled to a biennial allowance, beginning in the third (3rd) year of employment, of \$150.00, toward the purchase of uniform items. A list of the prescribed uniform clothing items for each classification will be maintained by the Stockroom and all uniform items must be ordered from that list. Any employee desiring additional items of uniform clothing above and beyond the allowance amounts may order such items at their own expense. The uniform entitlement and allowance also apply to Limited Part Time Custodial Staff.

Should the price of either standard set of uniforms (blend or cotton) increase during the life of the agreement, the allowance that appears above will be adjusted to reflect the new cost of the standard uniform set. Employees may choose, during any cycle, to use their allowance to purchase a standard uniform allotment.

ARTICLE 25
Personnel Files

1. Request for Copy of file. The University will provide to an employee, upon written request to the f the University's Human Resources Office,, an opportunity to review the employee's file within five (5) business days of the request during regular business hours. If the employee would like a copy of the employee's personnel records, a copy will be provided within five (5) business days of a written request.

2. Notification Period Regarding Negative Employment Information. The University, in accordance with the Massachusetts Personnel Records Law (M.G.L., chapter 149, Section 52 C), shall notify an employee within ten (10) days of the University placing in the employee's personnel record any information to the extent that the information is, has been used, or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.

3. 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 the employee 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 file after a period of twelve (12) months.

4. Suspensions. 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 their personnel file within two (2) calendar years of the suspension, unless the suspension is related to a violation of Title IX, sexual harassment, workplace violence (or threats thereof). Letters of suspension not removed after two (2) years shall not be used for future discipline except when the alleged offense is of the same nature as that cited in the letter.

5. Oral Warnings. Oral warnings will be oral. The University may, however, keep logs of such warnings for six (6) months.

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, but the University will provide at least three (3) trades apprenticeships during the life of this agreement.

The University will forward to the Apprenticeship Committee all qualified applicants for apprentice positions within thirty (30) days of the job posting. Applicants must have at least two (2) years of service in the bargaining unit.

Apprentices will automatically be promoted to the full trades position upon successful completion of the apprentice program.

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 percent (90%) 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 percent (100%) tuition remission after employee completes sixteen (16) months of service. For employees hired on or after January 1, 1997, ninety percent (90%) 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. The University will maintain the current contribution percentages and eligibility applicable to the health plan.

1. A short term transition benefit will be available to eligible Blue Cross Blue Shield PPO members who are undergoing a treatment program with a provider who, in the unlikely scenario, is not currently included in the Blue Cross Blue Shield PPO network. This transitional benefit would be provided up to a period of 90 days (or even longer in the event of pregnancy or terminal illness).

The following are examples of treatment programs generally covered for transitional care:

- a. Pregnancy: Continue coverage for a woman who is in her second or third trimester of pregnancy
- b. Cancer treatment or chemotherapy within a prescribed cycle of treatment
- c. Follow-up visits after surgery or hospitalization
- d. Cardiac rehab programs (already in progress)
- e. Chronic conditions

2. 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. 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 their supervisor, an employee will be allowed reasonable time off with pay to arrange for towing or repair of their car in the event of breakdown during its use in the course of University business. Such approval will not be unreasonably denied.

2. Union leave. The University agrees that any bargaining-unit member may request an unpaid leave of absence, not to exceed thirty (30) days, to work for the union. Such leave shall not be unreasonably denied; provided that no more than one (1) employee per campus may be on an unpaid leave of absence for this purpose at any given time. Any and all compensation during any such leave (e.g. wages and benefits) shall be the sole responsibility of the union.

3. Steward release time. Union stewards, the number not to exceed thirty-two (32), shall have paid release time of 1 hour quarterly.

4. 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. Limited part-time custodians scheduled to work four (4) hours or more shall be entitled to a break equal to the applicable rest period for the full time employees on their shift.

5. 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.

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 their supervisor promptly of the circumstances under which the tool was broken and returns the

broken tool.

9. Weather Emergency closings. Employees who are required to work when the Charles River Campus and/or Medical Campuses is closed or the workday is shortened because of emergency conditions shall receive compensatory time off with pay equal to the number of actual hours worked during the closing. Compensatory time off for all employees must be taken at a time mutually agreed upon by the employee and their supervisor during the same contract year in which it is earned. . For purposes of determining compensatory time earned under this section, an emergency closing shall last for twenty-four (24) contiguous hours or for a whole number multiple thereof.

10. 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 percent (25%) of bargaining unit employees in Limited Part-Time Custodian positions. The University also agrees to continue to assign overtime, as needed, to regular Custodians.

11. 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.

12. 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 (2) 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.

13. Performance evaluation process. The University will develop a performance evaluation process that will facilitate supervisory discussions with employees represented by SEIU District 615, 32BJ. 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 the employee's job performance meet or exceed standards or require improvement. The performance evaluation will be placed in the official personnel file. The employee will be provided with a copy of their 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.

14. Modified capacity status. If the University refuses an employee's request to be returned to work in a modified capacity status, the University shall notify that employee of the refusal and the reason(s) for that refusal in the presence of a union representative.

15. Early Shift Start Times for Trades. The University, when and where practicable, may allow early shift start times for a portion of certain trade shops as determined by Management.

16. Help Fund. All employees enrolled in the University's PPO health insurance plan will be eligible to participate in the Help Fund. The Help Fund will be funded by the University in an amount not less than forty-five thousand dollars (\$45,000) each year of the contract. The Help Fund shall end at the conclusion of this Agreement.

Help Fund funds will be used exclusively for bargaining unit employees who are enrolled in the University's PPO health insurance plan to provide support for out-of-pocket medical expenses experienced by bargaining unit members and their families.

Employees shall be entitled to individual reimbursement automatically in the amounts described in the chart below when the employee and/or their family members meet the threshold levels in the chart for out of pocket expenses.

In the event of an increase to the out-of-pocket maximum for the PPO plan, the Help Fund reimbursement will increase, dollar-for-dollar, for those impacted by the new out-of-pocket maximum in the plan.

	EE Only			Resulting Out-of-Pocket Expense	Cumulative BU Grant
	Out of Pocket Expense	FSA Contribution	Reimbursement		
Threshold 1	\$1,250	\$250 for employees earning less than \$70,000 and \$125 for employees earning \$70,000 or more	\$350	\$650	\$600
Threshold 2	\$2,000		\$750	\$650	\$1,350

	EE with dependents			Resulting Out-of-Pocket Expense	Cumulative BU Grant
	Out of Pocket Expense	FSA Contribution	Reimbursement		
Threshold 1	\$2,000	\$500 for employees earning less than \$70,000 and \$250 for employees earning \$70,000 or more	\$500	\$1,000	\$1,000
Threshold 2	\$4,000		\$2,000	\$1,000	\$3,000

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 (1) 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
Labor-Management Meetings

A. Quarterly Labor-Management meetings. The University agrees to schedule regular quarterly meetings on both campuses. Management will be represented by the official responsible for buildings and grounds on each campus or their designee and the Vice President for Administrative Services. The Union will be represented by the Secretary/Treasurer or his designee and the elected shop stewards for the campus involved.

B. Safety 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 six (6) 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.

C. Contracting Out Committee. The University agrees to continue the Joint Union/ Management Task Force on both campuses. On the Charles River Campus it will be comprised of up to five (5) management representatives and up five (5) Union representatives. On the Medical Campus, it will be comprised of up to three (3) management representatives and up to three (3) Union representatives. The Assistant Vice-President, Construction Services and the Executive Director, Construction Services will participate in the Contracting Out Committee meetings. These meetings are intended 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.

D. Apprenticeship Committee. The parties agree to continue the Labor-Management Apprenticeship Committee, which shall consist of up to five (5) management representatives and five (5) Union representatives. This committee shall meet

annually to monitor the apprentice program and promote its development.

E. Joint Steward-Supervisor Training. Once a year, the University will host a joint training for stewards represented by SEIU, District 615, 32 BJ and the managers who supervise them. The curriculum of this training will be decided by mutual agreement of the Joint Labor/Management Committee.

F. Bi-Monthly Labor Relations Meetings. The University agrees to hold meetings every other month (or more frequently upon mutual agreement) on both campuses between representatives of the University's Labor Relations Department and the Union, who shall be represented by the Union's Field Representative and up to six (6) members of the bargaining unit for the campuses involved. The purpose of these meetings will be to address issues as they arise and to promote positive relations between the University and the Union.

ARTICLE 33 Union Representatives

1. Within thirty (30) days of the execution of this Agreement, the Union shall furnish the University with a complete list identifying the Union representatives and Shop Stewards responsible for fulfilling the Union's statutory obligations and exercising its statutory rights at the University. The Union also agrees that this list shall be updated as necessary to reflect changes in the Union's designated representatives and personnel.
2. The University shall not be required to recognize or deal with Union representatives, including shop stewards or elected officials, whom the Union has not previously identified to the University in writing. Email notification is acceptable.
3. Union representatives who are permitted to visit the University shall carry appropriate identification verifying their affiliation with the Union and may be denied access to job sites if they are unable to produce this identification upon request.

ARTICLE 34 Effective Date and Termination

This Agreement shall become effective as of November 1, 2018 and shall continue in full force and effect through October 31, 2022, 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 Director of Labor Relations, who is now, and to the SEIU Local 32BJ, District 615 Director for Higher Education, at the Union headquarters, which is currently at 26 West Street, Boston, Massachusetts 02111.

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

[Handwritten signatures of Trustees of Boston University]

SEIU 32BJ, DISTRICT 615

[Handwritten signatures of SEIU 32BJ, District 615]

Schedule A: Schedule of Rates

Note 1. Shift differentials.

(a.) All Employees (other than the trade classifications) shall receive a shift differential for working the second (2nd) and third (3rd) shifts as follows. Effective November 1, 2018, the total shift differential for working the evening shift is one dollar and one cent (\$1.01) per hour. The total shift differential for the night shift is one dollar and fourteen cents (\$1.14) per hour. Thereafter, the evening and night shift differentials will increase on the same day and by the same percentage as the across-the-board increases. This provision will fully sunset at the expiration of the contract, October 31, 2022.

(b.) Trade employees who work the second (2nd) and third (3rd) shifts will receive a shift differential of ten percent (10%). This provision will fully sunset at the expiration of the contract on October 31, 2022.

(c.) Employees who work on the second (2nd) and third (3rd) shifts will continue to receive paid breaks currently in effect. This provision will sunset at the expiration of the contract on October 31, 2022.

Note 2. Heavy equipment differential. An operator of "heavy equipment" shall be entitled to receive one dollar and fifty cents (\$1.50) per hour in addition to their customary rate of pay for actual time spent operating "heavy equipment." Effective November 1, 2019 and thereafter, this amount shall be increased on the same day and by the same amount of any across-the-board increase. For purposes of this Note, "heavy equipment" shall be defined as any equipment requiring a Massachusetts Hoisting Engineer's License and the Zamboni machine. (Any overtime payments for an operator of "heavy equipment" shall be calculated on their 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.

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 the individual 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 two dollar (\$2.00) 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. Furniture moving opportunities shall be distributed as equitably as practicable among established work groups.

Note 6. Snow/Ice removal premium. Custodians who are assigned to remove snow or ice shall receive a three dollars and twenty-five cent (\$3.25) per hour premium for a minimum of four (4) hours for all hours assigned to remove snow or ice. 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 receive certain benefits, including the following: (1) statutory benefits; (2) the benefits described in Articles 9(H) (Short-term Disability), 11 (Jury Duty), 28 (Health and Welfare), and 29 (Pensions); and (3) the following additional benefits:

(a) After one (1) year of continuous service, a Limited Part-Time Custodian who has worked at least 94 percent of their 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 their 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 their 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

* A week of vacation is equal to the number of hours in an employee's regularly scheduled work week.

Note 8. MBTA tracks. Employees who are assigned to work along the tracks and landscaped areas in between the eastbound and westbound lanes of Commonwealth Avenue from Kenmore Square to Babcock Street shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour worked. A minimum of four (4) hours 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.

Note 9. Non-custodial LPT positions. The University may, at its discretion hire a retired employee to work in any of the non-custodial classifications as a limited part time employee, subject to the same scheduling and benefit restrictions applicable to the LPT custodians described above. The LPT rates for these positions shall be set at seventy-five percent (75%) of the current rate for full-time employees in the applicable classifications as of October 31, 2010. There may be no more than four (4) retired employees occupying such positions at any one time. The University agrees to assign overtime, as needed, to regular non-custodial employees.

Note 10. NEIDL Employees in BSL 4 Labs in Suits. Employees who perform work or train in BSL4 conditions while suited shall receive a five (\$5.00) per hour premium for all hours performing such work or training.

<u>Classification</u>	<u>11/5/2018</u>	<u>11/4/2019</u>	<u>11/2/2020</u>	<u>11/1/2021</u>
Apprentice Mechanic	\$ 30.98	\$ 31.75	\$ 32.55	\$ 33.36
Carpenter	\$ 38.99	\$ 39.97	\$ 40.97	\$ 41.99
Carpenter, Lead Worker	\$ 42.27	\$ 43.33	\$ 44.41	\$ 45.52
Control Mechanic	\$ 40.57	\$ 41.58	\$ 42.62	\$ 43.68
Custodian (Day)	\$ 25.44	\$ 26.08	\$ 26.73	\$ 27.40
Custodian, Limited P/T	\$ 19.08	\$ 19.56	\$ 20.05	\$ 20.55
Custodian, Ice Technician	\$ 31.00	\$ 31.77	\$ 32.57	\$ 33.38
Custodian-Zamboni Operator	\$ 27.27	\$ 27.95	\$ 28.65	\$ 29.37
Custodian, Lead	\$ 27.61	\$ 28.30	\$ 29.01	\$ 29.73
Electrician	\$ 40.57	\$ 41.58	\$ 42.62	\$ 43.68
Electrician/HVAC	\$ 40.57	\$ 41.58	\$ 42.62	\$ 43.68
Electrician, Lead Worker	\$ 44.05	\$ 45.15	\$ 46.28	\$ 47.44
Equipment Mechanic	\$ 38.72	\$ 39.68	\$ 40.68	\$ 41.69
General Mechanic	\$ 40.57	\$ 41.58	\$ 42.62	\$ 43.68
General Mechanic, Lead Worker	\$ 44.05	\$ 45.15	\$ 46.28	\$ 47.44
Groundswoker	\$ 29.64	\$ 30.38	\$ 31.14	\$ 31.92
Groundswoker, Licensed	\$ 30.90	\$ 31.67	\$ 32.46	\$ 33.27
Groundswoker, Lead Worker	\$ 32.19	\$ 33.00	\$ 33.82	\$ 34.67
HVAC/Refrigeration Mechanic	\$ 40.57	\$ 41.58	\$ 42.62	\$ 43.68
HVAC, Lead Worker	\$ 44.05	\$ 45.15	\$ 46.28	\$ 47.44
Laborer	\$ 27.82	\$ 28.52	\$ 29.23	\$ 29.96
Locksmith	\$ 38.99	\$ 39.97	\$ 40.97	\$ 41.99
Locksmith, Lead Worker	\$ 42.27	\$ 43.33	\$ 44.41	\$ 45.52
Bulk Mail Services Operator	\$ 26.87	\$ 27.54	\$ 28.23	\$ 28.94
Mail Services Operator	\$ 26.87	\$ 27.54	\$ 28.23	\$ 28.94
Bulk Mail Services Operator/Driver	\$ 28.01	\$ 28.71	\$ 29.43	\$ 30.16
Mail Services Operator/Driver	\$ 28.01	\$ 28.71	\$ 29.43	\$ 30.16
Bulk Mail Services Operator, Lead Worker	\$ 30.38	\$ 31.14	\$ 31.92	\$ 32.72
Mail Services Operator, Lead Worker	\$ 30.38	\$ 31.14	\$ 31.92	\$ 32.72
Maintenance Mechanic II**	\$ 36.62	\$ 37.54	\$ 38.47	\$ 39.44
Maintenance Mechanic	\$ 38.10	\$ 39.05	\$ 40.03	\$ 41.03
Maintenance Mechanic, Lead Worker	\$ 41.38	\$ 42.41	\$ 43.47	\$ 44.56
Maintenance Worker	\$ 30.57	\$ 31.33	\$ 32.12	\$ 32.92
Maintenance Worker, Lead Worker	\$ 33.12	\$ 33.94	\$ 34.79	\$ 35.66
Mason	\$ 38.99	\$ 39.97	\$ 40.97	\$ 41.99
Mason, Lead Worker	\$ 42.27	\$ 43.33	\$ 44.41	\$ 45.52
Painter I	\$ 36.91	\$ 37.83	\$ 38.78	\$ 39.75
Painter-Rigger	\$ 37.40	\$ 38.34	\$ 39.29	\$ 40.28
Painter II	\$ 38.72	\$ 39.68	\$ 40.68	\$ 41.69
Painter, Lead Worker	\$ 41.99	\$ 43.04	\$ 44.12	\$ 45.22
Plumber/Steamfitter	\$ 40.57	\$ 41.58	\$ 42.62	\$ 43.68
Plumber, Lead Worker	\$ 44.05	\$ 45.15	\$ 46.28	\$ 47.44
Rofer	\$ 38.99	\$ 39.97	\$ 40.97	\$ 41.99

Roofer, Lead Worker	\$ 42.27	\$ 43.33	\$ 44.41	\$ 45.52
Shipper/Receiver	\$ 29.93	\$ 30.68	\$ 31.45	\$ 32.23
Sign Painter	\$ 38.99	\$ 39.97	\$ 40.97	\$ 41.99
Stock Clerk	\$ 27.10	\$ 27.77	\$ 28.47	\$ 29.18
Stockroom Clerk	\$ 29.93	\$ 30.68	\$ 31.45	\$ 32.23
Storekeeper	\$ 31.38	\$ 32.16	\$ 32.97	\$ 33.79
Storekeeper, Lead Worker	\$ 34.04	\$ 34.89	\$ 35.76	\$ 36.66
Trades Helper (Apprentices)***	\$ 31.80	\$ 32.60	\$ 33.41	\$ 34.25
Truck Driver	\$ 30.51	\$ 31.27	\$ 32.05	\$ 32.85
Truck Driver Helper	\$ 29.03	\$ 29.75	\$ 30.50	\$ 31.26
Trucking, Lead Worker	\$ 34.08	\$ 34.93	\$ 35.81	\$ 36.70
Truck Driver/Grounds Worker	\$ 30.51	\$ 31.27	\$ 32.05	\$ 32.85
Truck Driver/Incinerator Operator	\$ 30.51	\$ 31.27	\$ 32.05	\$ 32.85
Trucking & Grounds, Lead Worker	\$ 34.08	\$ 34.93	\$ 35.81	\$ 36.70
Workshop Mechanic	\$ 38.99	\$ 39.97	\$ 40.97	\$ 41.99
Custodian, NEIDL	\$ 26.57	\$ 27.24	\$ 27.92	\$ 28.61
General Mechanic, NEIDL	\$ 42.84	\$ 43.91	\$ 45.01	\$ 46.13
Groundswoker, NEIDL	\$ 30.78	\$ 31.55	\$ 32.34	\$ 33.15
Maintenance Mechanic, NEIDL	\$ 39.23	\$ 40.21	\$ 41.22	\$ 42.25
Shipper/Receiver, NEIDL	\$ 31.06	\$ 31.84	\$ 32.63	\$ 33.45
Evening Shift Differential	\$1.01	\$ 1.03	\$ 1.06	\$ 1.08
Night Shift Differential	\$ 1.14	\$ 1.17	\$ 1.20	\$ 1.23

* Effective November 1, 2018, newly hired employees (excluding positions requiring Electric, Plumbing or HVAC licenses and Limited P/T Custodian) shall start at seventy five percent (75%) of the current rate. After six (6) months of service they will be paid one hundred percent (100%) of the current rate. Any current employees (excluding positions requiring Electric, Plumbing, or HVAC licenses and Limited P/T Custodian) who, as of November 1, 2018 or thereafter, complete six months of service shall have their pay increased to one hundred percent (100%) of the current rate.

** The starting rate shall not apply to the Limited P/T Custodian Positions. These positions shall start at one hundred percent (100%) of the current rate in effect for Limited P/T Custodians at the time of hire.

*** Effective November 1, 2018, newly hired employees in positions requiring an Electric, Plumbing or HVAC licenses will not be subject to the seventy five percent (75%) starting rate. These positions shall start at the current rate in effect at the time of hire. Current licensed employees as described above who have not completed eighteen (18) months of service as of November 1, 2018, shall receive one hundred percent (100%) of the current rate.

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