

AGREEMENT
BETWEEN
BOSTON COLLEGE



AND
SERVICE EMPLOYEES' INTERNATIONAL
UNION

LOCAL 32BJ



2017 - 2020

TABLE OF CONTENTS

	<u>PAGE</u>
<i>Preamble</i>	<i>1</i>
<i>Article I</i>	
<i>Purpose of Agreement</i>	<i>1</i>
<i>Article II</i>	
<i>Recognition</i>	<i>2</i>
<i>Article III</i>	
<i>Union Security and Eligibility</i>	<i>3</i>
<i>Article IV</i>	
<i>Management</i>	<i>5</i>
<i>Article V</i>	
<i>Settlement of Grievances</i>	<i>6</i>
<i>Article VI</i>	
<i>Wages, Hours, and Overtime</i>	<i>8</i>
<i>Article VII</i>	
<i>Holidays and Holiday Pay</i>	<i>11</i>
<i>Article VIII</i>	
<i>Vacations and Vacation Pay</i>	<i>13</i>
<i>Article IX</i>	
<i>Sick Leave and Extended Disability</i>	<i>15</i>
<i>Article X</i>	
<i>Military Service</i>	<i>19</i>
<i>Article XI</i>	
<i>Funeral Leave</i>	<i>20</i>
<i>Article XII</i>	
<i>Jury Duty</i>	<i>20</i>
<i>Article XIII</i>	
<i>Safety</i>	<i>21</i>

Article XIV	
<i>Strikes and Lockouts</i>	21
Article XV	
<i>Bulletin Board</i>	21
Article XVI	
<i>Seniority</i>	22
Article XVII	
<i>Promotions and Transfers</i>	23
Article XVIII	
<i>Contracted Services</i>	24
Article XIX	
<i>Federal and State Laws and Executive Orders</i>	25
Article XX	
<i>Equal Opportunity / Affirmative Action</i>	26
Article XXI	
<i>Group Benefits</i>	26
Article XXII	
<i>Labor-Management Committee</i>	27
Article XXIII	
<i>Miscellaneous</i>	27
Article XXIV	
<i>Effective Date and Termination</i>	29
Signature Page	30
Schedule of Wage Rates	Appendix A
Tuition Remission Guidelines	Appendix B
Short-term Disability Guidelines	Appendix C
Recognized Holidays	Appendix D
Side Letters	

**AGREEMENT BETWEEN BOSTON COLLEGE
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 32BJ
2017-2020**

PREAMBLE

Agreement made as of the first day of June, 2017 by and between Service Employees International Union, Local 32BJ, (hereinafter referred to as the "Union"), and Trustees of Boston College, (hereinafter referred to as the "University").

Article I

PURPOSE OF AGREEMENT

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

Article II

RECOGNITION

The University recognizes the Union as the sole exclusive bargaining agency for the employees in the categories covered by the contract, who are employed as full-time and regular part-time custodians, landscape workers/truck drivers, electricians, electricians' helpers, plumbers, plumbers' helpers, carpenters, carpenters' helpers, maintenance persons, painters, painters' helpers, welders, auto and truck mechanics, mailpersons, firepersons, engineers, excluding supervisory, clerical, technical, professional personnel, forepersons, police and student employees, part-time, temporary and substitute employees.

Regular part-time employees shall mean employees who regularly work at least twenty but less than forty hours per week for a minimum of thirty-six weeks per year. Part-time employees shall mean employees who work less than twenty hours per week or fewer than thirty-six weeks per year. Temporary employees shall mean employees who work less than half-time per week, or who have worked for the University for less than six months consecutively on a temporary and seasonal basis. Substitute employees shall mean employees who substitute for regular employees who are absent.

A new employee shall be a probationary employee for the first six months of employment, during which period the University shall determine whether such employee qualifies for the position. At the conclusion of an employee's six month probationary period, the University, at its option, reserves the right to discontinue the probationary employee's employment or extend the probationary period for an additional three months by notice to the employee, with a copy to the Union, provided that the reason for extension is due to a lack of opportunity to evaluate due to prolonged absences during the probationary period. Extensions for any other reasons must be by mutual agreement. The University's decision in this regard shall not be subject to the grievance procedure herein.

Article III

UNION SECURITY AND ELIGIBILITY

1. **Maintenance of Membership.** All employees who are members of the Union on the date of the signing of this Agreement shall, as a condition of employment, remain a member of the Union during the term of this Agreement. All employees who become such subsequent to the date of this Agreement, shall, as a condition of employment, become a member of the Union thirty (30) days after the date of hiring and shall, during the duration of this Agreement, remain members of the Union.

2. **Eligibility for Union Membership.** The Union agrees not to discriminate against any employee. Should the Union fail to admit any future employee to the Union, or expel an employee from the Union, for any reason other than failure to tender the regular dues and initiation fee, this Article shall not be in operation as far as such employee is concerned.

3a. **Deduction of Dues.** The University shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employee's paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's identification number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

The Union hereby certifies that the present amount of its membership dues has been fixed pursuant to the constitution and bylaws of the Union. In the event the amount of its dues is hereafter changed, the Employer will deduct the changed amount after receiving from the Union written notification thereof, signed by the Secretary-Treasurer of the Union.

3b. **Maintenance of Membership**: It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty-first (31st) day following their employment, or the effective date of this Agreement, whichever is later. The requirement of membership hereunder is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

3c. **Failure to Pay Dues**: Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this article, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not take proper steps to meet the requirements.

4. **American Dream Fund Check-Off**. The University agrees to honor and to transmit to the Union contribution deductions to the Service Employees International Union Local 32BJ American Dream Fund from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

The University shall maintain accurate employee information and shall honor and transmit political contributions deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that such political contributions be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the contributions are transmitted, the employee's address and identification number and phone number. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions. The Employer shall not co-mingle these funds with dues payments. These remittances shall be simultaneous with the dues deductions as provided in this Article, and these voluntary contributions, while not a condition of employment, shall be considered a payroll deduction for purposes of this Article.

Article IV

MANAGEMENT

The parties agree that, subject to the provisions of this Agreement, the operation of the University, including the supervision of the employees and the assignment of their work, individually or severally, is the right of the University alone. The making of reasonable rules to assure orderly and effective work, the determination of what, when, and where duties will be performed, and of employee competency, the hiring, transfer, promotion, demotion, lay-off, discipline, and discharge of employees for just cause, and the right to discuss terms and conditions of employment directly with the employees, and to inform them directly concerning employment matters are rights of the University alone.

Article V

SETTLEMENT OF GRIEVANCES

1. **Grievance Procedure.** This Agreement sets forth the basic terms and conditions of employment, and is intended to continue the present and good relations between the University, its employees, and their Union. The purpose of this Article is to establish a procedure for the settlement of grievances that involve the interpretation and application of specific provisions of this Agreement. Matters raised that the parties agree do not involve the interpretation and application of a specific provision of the Agreement shall be referred to the parties' joint labor-management committee.

In the event of any grievance between the employees and the University, the representatives of both agree to make prompt and earnest efforts to settle such matters. Grievances must be brought within 30 calendar days from the date the employee knew or should have known of the event being grieved to be considered timely. Except as provided in Part 2 of this Article, all grievances shall be handled as follows:

Step 1: The Union steward and employee shall take up the matter with the immediate supervisor of the employee involved. If the matter is not settled as a result of their discussion, the steward will submit the grievance to the immediate supervisor in writing, explaining as specifically as possible the nature of the complaint and the contract provision affected. The immediate supervisor shall give a written answer to the written grievance.

Step 2: If the grievance is not adjusted within two (2) working days, the grievance shall be taken up at a meeting between a representative of the Union and the department head concerned, or his/her designated representative. The meeting will be held within five (5) working days after having been requested.

Step 3: If the matter is not settled within three (3) working days after the second step meeting, it shall be taken up by the principal officers of the University and the Union, or their designated representatives. Every effort shall be made to arrange the meeting within five (5) working days, but in any event the University's decision shall be given within thirty (30) days after the third step meeting has been requested.

Step 4: If settlement is not reached in Step 3, and if the matter in dispute involves the interpretation or application of this Agreement, then either party may, by written notice to the other, demand that the grievance be submitted to arbitration provided that such notice is given within thirty (30) days after the University has given its decision in Step 3. The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within seven (7) days, the matter shall be submitted to an arbitrator appointed under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties.

Special Procedure in Discharge Cases. The procedure set forth in Part 1 above will be modified in discharge cases as follows:

- A. Step 1 will be omitted and the grievance will be referred directly to Step 2 in writing.
- B. The Step 2 meeting will be held within three (3) days after having been requested.
- C. The University's answer in Step 2 will be given within three (3) working days after the Step 2 meeting.
- D. The Step 3 meeting will be held within five (5) working days after having been requested.

- E. The University's answer in Step 3 will be given within ten (10) working days after the Step 3 meeting.
- F. Otherwise, the procedure will be as in Part 1.

2. **Employees' Right to Present Individual Grievances.** 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 on wages, hours, and working conditions which affect the Union group as a whole, or any shop or department as a whole, or which are contrary to the provisions of this Agreement.

3. **Union Representation.** The Union steward or his/her alternate will be present under normal circumstances in cases where disciplinary action is to be taken against an employee.

4. **Pay for Grievance Time.** Where Steps 1, 2, and 3 of the grievance procedure take place during working hours, the University will pay for time actually lost by the Union representative and the employees involved in the grievance meetings. The University shall not be bound to pay for the time lost in attending Step 4 of the grievance procedure.

5. **Disciplinary Review.** Letters of warning and discipline letters given to employees will be reviewed by the Union and the University every 6 months.

Article VI

WAGES, HOURS, AND OVERTIME

1. **Wage Rates.** Hourly wage rates in effect during the term of this Agreement are shown in Appendix A, Schedule of Wage Rates, which is attached to and made part of this Agreement.

2. **Shift Differentials.**

a. Afternoon Shift. A differential of \$.60 cents shall be added to the hourly rates of employees who are regularly assigned to a shift which starts at or after 2:30 p.m. for all hours worked on such shift. Effective June 1, 2016 the afternoon shift differential shall be \$.85 cents per hour.

b. Evening Shift. A differential of \$.70 cents shall be added to the hourly rates of employees who are regularly assigned to a shift which starts at or after 11:00 p.m. for all hours worked on such shift. Effective June 1, 2016 the evening shift differential shall be \$.95 cents per hour.

c. Weekend Differential. A differential of \$0.30 cents shall be added to the hourly rate of employees who are regularly assigned to work a full shift on a Saturday or Sunday for all hours worked on Saturday or Sunday.

d. Paid Leave. Applicable shift differentials shall be included in the pay of employees who are on paid leave, such as vacations, sick leave, holidays, etc.

3. **Hours of Work.**

a. Work Week. The normal work week for employees covered by this contract shall consist of five (5) consecutive days of eight (8) hours each, Monday through Friday, followed by two (2) consecutive days off, except in the case of those employees who accept or have accepted employment on the basis of a different work week, or who specifically agree with the University to work other than the normal work week.

b. Payroll Week. The payroll for all employees shall consist of seven (7) consecutive days of twenty-four (24) hours each, commencing at 12:01 a.m. Sunday, unless and until some other week day shall be selected by the University.

c. For purposes of the payroll week, the shift that starts work on Sunday at 11:00 p.m. shall be considered Monday.

4. **Overtime.**

a. **Overtime Premium Pay.** Time and one-half the regular hourly rate will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

b. **Allocation of Overtime.** Overtime shall be distributed on a rotation basis by seniority with posted lists located in each department. The University will give 48 hours notice except in the case of emergency. The overtime rotation lists shall be updated regularly and show overtime hours worked and hours refused (and charged), by job classification, for all such classifications that warrant the development of a rotation system.

c. **Double Time.** If a member of the bargaining unit is required to work on the seventh consecutive day over his/her particular work week, the University will pay that individual for that day only at a rate which is two (2) times the normal hourly rate. In order to be eligible for double time the employee must have actually worked (i.e. no paid or unpaid time off) the six days prior to the seventh day.

5. **Call-In Pay.** An employee shall be paid a minimum of four (4) hours' pay at the rate of time and one-half for emergency "call-ins." A "call-in" used herein means that the employee is summoned from home to work in an emergency, does the work, and returns home after completing his/her work in the emergency.

6. **Snow Removal.** It is the responsibility of the Housekeeping Department to routinely "provide access" to all University buildings by removing snow from entries and entry approaches. The University will develop, on a timely basis, a volunteer list of Custodians to participate in emergency snow removal. Custodians engaged in snow removal will be compensated as follows:

Custodians at less than custodian top rate....1st 12 month Landscape Wkr/Truck Driver rate.
Custodians at top custodian rate....2nd 12 month Landscape Wkr/Truck Driver rate.
Lead Custodians....top Landscape Wkr/Truck Driver rate.

Custodians called into work, or removing snow during overtime hours, will be paid one and one-half times the applicable "Landscape Worker/Truck Driver" rate.

Custodians engaged in snow removal during their shift may be continued (not sent home) when their shift ends, provided the task is not completed and there is need for their services.

7. **Emergency Closings.** Employees covered by this Collective Bargaining Agreement are essential personnel. As such all employees are expected to be at work during an emergency closing. In the event of an emergency necessitating cancellation or delay of work, which is the University's decision and the University's alone, employees will be compensated at the rate of time and one-half (1.5 X the regular hourly rate) for the hours worked during an emergency closing. It is understood that emergency closings are not necessarily in 24 hour increments. Start and stop times will be determined by Facilities Services.

8. **Mileage.** Employees who are authorized by their supervisors to use their own vehicles to transport University equipment and supplies from one location to another, shall be reimbursed for their mileage incurred in accordance with the standard BC mileage rates. Requests for mileage reimbursement must be submitted monthly. Newton Campus employees who are required to check in and/or out at the Chestnut Hill Campus shall be eligible for mileage reimbursement for travel between the two campuses.

Article VII

HOLIDAYS AND HOLIDAY PAY

1. **Recognized Holidays.** The following shall be recognized as paid holidays for all employees:
New Year's Day, Martin Luther King Day, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day [See Appendix D for complete listing of Recognized Holidays.]

Legal holidays in Massachusetts which fall on a Sunday are observed on the following Monday. For all administrative purposes, a holiday shall be determined to have occurred on the day on which it is actually observed.

2. **Guaranteed Holidays.** During the term of this Agreement, the University agrees to provide a total of fourteen (14) guaranteed holidays per year. However, due to the necessity of accommodating the requirements of the Academic Calendar, if the University must be open on one of the recognized holidays, Management reserves the right to substitute another day that is consistent with the University's approved holiday schedule. In such a case, the revised schedule will be included in the contract and/or posted as soon as possible in advance of the holiday(s), but, no later than June 1 of each year. [See Appendix D]

3. **Holiday Pay.** An employee shall receive his/her regular day's base pay on each of the holidays listed herein when the holiday occurs during his/her regularly scheduled base work week and he/she does not work. If an employee is required to work on a holiday which occurs during his/her regularly scheduled base work week, in addition to the regular day's base pay for the day, he/she shall be paid at the rate of time and one-half times his/her base hourly rate for the hours worked. An employee required to work on a holiday that does not come during his/her regularly scheduled base work week shall be paid at the rate of time and one-half times his/her base hourly rate for the hours worked in excess of forty (40) hours during that week.

4. **Holidays.** For those working a split week (work week other than Monday-Friday), the days on which holidays will be recognized will be provided to employees in each shop within 30 days of the University announcement of the recognized holiday schedule for the coming year's Academic Calendar.

In order to determine when split week employees will observe holidays, the parties agree that a Labor-Management Committee composed of employee representatives who work a split shift schedule and the management of their respective shops shall meet and recommend what

workdays a split-week employee will be permitted to take off in the event that a holiday should coincide with their regularly scheduled day off.

This committee will make every attempt to complete its work and share its determination with employees within 90 days of ratification of this Agreement.

Article VIII

VACATIONS AND VACATION PAY

Vacation time is accrued on a monthly basis with the accrual rate determined by an employee's anniversary date of employment. For purposes of this section, if an employee's hire date is on or before the 15th of the month, his/her anniversary date shall be considered to be the 1st day of that month; if an employee's hire date is after the 15th of the month, his/her anniversary date shall be considered to be the 1st day of the following month.

Employees shall be eligible for vacation pay according to the following schedule:

A. Employees who have had less than three months of continuous full-time employment are not entitled to vacation pay.

B. Employees who have had at least three months, but less than twelve months, of continuous full-time service are entitled to 5/6 of a vacation day per month of service.

C. Employees who have had at least one year, but less than three years, of continuous full-time employment on their anniversary date are entitled to two weeks of vacation pay.

D. Employees who have had at least three years, but less than ten years, of continuous full-time employment on their anniversary date are entitled to three weeks of vacation pay.

E. Employees who have had ten or more years of continuous full-time employment on their anniversary date are entitled to four weeks of vacation pay.

F. Employees will receive an extra week of vacation on their 20th anniversary date. This extra week is restricted to the anniversary date mentioned above. Employees, after 25 years of service, will be entitled to 5 weeks of vacation each year.

G. The maximum vacation days/hours an employee may accrue are as follows:

Vacation Accrual Chart

UNION VACATION ACCRUAL BY ANNIVERSARY DATE			
Seniority Number of Years	Maximum Days to Accrue	Maximum Hours to Accrue	Vacation Bonus Accruals
1	10	80	
2	20	160	
3	25	200	
4-9	30	240	
10	35	280	
11-19	40	320	
20	40	320	5
21-24	40	320	
25	45	360	
26	50	400	
26+	50	400	

Any amount that an employee accrues beyond the maximum will be forfeited.

H. Employees who terminate employment will be paid for unused vacation and incentive days, but only for the number of days earned during the previous 12-month period. For example, an employee with five years of service will be paid for no more than three weeks of vacation (plus any incentive days that are due).

Article IX

SICK LEAVE AND EXTENDED DISABILITY

1. **Accrual for Employees Hired Before July 1, 2017.** Sick leave with pay will be allowed to all regular employees on the basis of one (1) day per month of service with an unlimited accumulation.
2. **Accrual for Employees Hired After July 1, 2017.** Sick leave with pay will be allowed to all regular employees with less than 3 years of bargaining unit service on the basis of three-quarters (3/4) day per month of service. All regular employees with 3 or more years of bargaining unit service shall accrue on the basis of one (1) day per month of service.
3. **Maximum Sick Leave Accrual for Employees Hired After July 1, 2017.** Sick leave shall be cumulative to a maximum of 120 days at any one time.
4. **Allowances.** Allowances hereunder shall be without duplication of payments under Worker's Compensation or any other law. If the University physician authorizes the absence, no further certificate shall be required. The University shall in any case have the right to require an employee to submit to an examination by a physician retained by the University, or submit a medical certificate of a physician, whichever the University chooses, both as to the question of the existence of and the duration of any cause for absence. Before the University requires a doctor's certificate from an employee, for disciplinary reasons, the affected employee shall have been given a written warning. Employees who are unable to work because of sickness shall notify the appropriate University authority not later than fifteen minutes before the beginning of their work or else the time lost because of sickness shall not count as sick leave; provided, however, that if the employee shall furnish the University reasonable medical evidence that he/she was unable to make such notification, sick leave shall be paid.
5. **Leaves.** Upon a certificate of a physician retained by the University, after consultation with a physician retained by an employee, if consultation is requested, that the health of any

employee is such that he/she is not physically or mentally capable of efficiently and regularly performing his/her work, such employee shall be placed on leave of absence for up to a six month period, and, if at the end of said six month period the employee is unable to return to work, then such employee may be discharged. [See Appendix C, Short-Term Disability Guidelines] Should such employee be able to return to work during the six months' leave of absence period, and so notifies the University, he/she will be reinstated subject to existing work requirements at the time of such application for reinstatement. Any posting of jobs having reference to vacancies existing by reason of any such six month leave of absence, shall be posted as temporary with the possibility of becoming permanent in the event that the employee on leave of absence does not return during such six month period. It is understood that the University reserves the privilege of extending such leave provisions in any particular case without thereby establishing a precedent for future similar action.

New employees shall not be entitled to the benefits of this provision for the first thirty (30) days of employment.

6. **Sick Time and Sick Leave Incentive.** For the duration of the contract, employees who do not use any sick leave during the work year will receive four (4) days off with pay for extra vacation/incentive days. Employees who use one (1) day, or a portion of one day, of sick leave during the work year will receive three (3) days off with pay for extra vacation/incentive days. Employees who use two (2) days sick leave during the work year will receive two (2) days off with pay for extra vacation/incentive days. New employees who use no sick leave during their first nine (9) months of service will receive three (3) extra vacation/incentive days. New employees who use no sick leave during their first (6) months of service will receive two (2) extra vacation/incentive days. The sick leave incentive “work year” is June 1 through May 31 of any particular year. New employees hired prior to June 1 will have their “work year” reset on June 1 of their first year of hire. Employees who do not use any sick leave for two (2) consecutive years shall receive (5) days off with pay for extra vacation/incentive days.

Employees may receive the incentive days earned in either days off with pay or in additional pay. Employees must make their determination within two weeks of being presented with their sick leave incentive balance. If an employee does not make a determination within this period of time the default determination will be days off with pay.

These incentive/vacation days must be used no later than the end of the anniversary year following the year in which they were received, or they will be forfeited.

7. **Sick Leave for Family Members**. Employees who are not on doctor's note will be able to use five (5) sick days per year to care for an ill family member. In extreme circumstances it is possible to extend paid family sick leave beyond 5 sick days, but any extension must be approved by department management in concurrence with the Director of Benefits.

8. **Sick Leave - Retirement or Death**. Employees with ten or more years of full-time service, who retire from the University at age 62 or later, will be paid 60% of the first 60 days of their accrued sick leave, and 65% of accrued sick leave in excess of 60 days, to a maximum of 125 days' pay.

Also, upon the death of an active employee with at least ten years of full-time service, payment will be made for 60% of the first 60 days of accrued sick leave, and 65% of accrued sick leave in excess of 60 days, to a maximum of 125 days' pay.

Employees with 25 years of service at the time of retirement or death shall be paid 70% of the days in excess of 197 to a maximum of 150 days paid.

Normally, the sick leave will be paid in a lump sum and will be included in the employee's final regular paycheck.

Notwithstanding the language above, employees hired after July 1, 2017 with ten or more years of full-time service who retire from the University at age 62 or later, will be paid 65% of their accrued sick leave. Also, upon death of an active employee hired after July 1, 2017 with at

least ten or more years of full-time service payment will be made for 100% of accrued sick leave.

9. **Sick Leave - Work Related Injury.** In the event of a work-related injury and depending upon the duration of the employee's resulting absence from work, an employee may be required to use accrued sick leave for up to the first five days of absence. In such cases, however, sick days that workers use for a work-related injury shall not be counted against their sick leave incentive accrual.

Furthermore, for an employee's first applicable work-related injury each fiscal year, the employee will not be charged for sick leave for up to the first five days of absence.

10. **Maternity Leave.** Female employees will be provided with an eight (8) week paid maternity leave without use of accrued sick leave.

An employee with less than eight (8) months of service will be entitled to one (1) week of paid leave for each full month of continuous service.

The Family and Medical Leave Act is hereby incorporated into this Agreement by reference.

Article X

MILITARY SERVICE

1. **Reinstatement.** An employee who is drafted for military service, or who volunteers for service in any branch of the Armed Forces of the United States, shall, upon completion of such service, and if he/she has received an honorable discharge, be reinstated to his/her former position in accordance with the applicable laws regulating such matters. In the event that it becomes necessary to lay off another employee in order to reinstate such an employee returning from military service, such layoff shall follow the seniority principles and shall not constitute a grievance under this Agreement. The employee laid off shall be entitled to reasonable notice.

2. **Military Training Duty.**

A. Employees of the University who participate in annual military training duty of one month or less as members of the Armed Forces Reserves or the National Guard, and who have completed one year of continuous service at the time they report for such duty, shall be granted a military pay differential for a period of up to two weeks annually. Such military pay differential shall be the amount by which the employee's normal wages for the period, calculated on the basis of a work week up to a maximum of forty (40) hours, exceeds any pay received for such military training duty. All pay and allowances, with the exception of subsistence and travel allowances, shall be included in determining military training duty pay.

B. Employees may be permitted to take a vacation and participate in military training duty at separate times and be granted both vacation pay and a military pay differential. However, an employee may not receive vacation pay and a military pay differential for the same period.

Article XI

FUNERAL LEAVE

1. In the event of a death of a spouse or child of an employee in the unit, the University will grant leave with pay of five (5) consecutive days.

2. In the event of a death of an employee's father, mother, sister or brother, the University will grant three (3) consecutive days leave with pay in order to attend the services. In the event of a death of an employee's father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or member of the household, the University will grant two (2) consecutive days leave with pay in order to attend the services. The University will grant one (1) day off with pay for death of a brother-in-law or sister-in-law, in order to attend the services.

3. Leave with pay will not be granted when, because of distance or other reason, the employee does not attend the funeral. However, in cases of compelling circumstances which shall be determined by Boston College, an employee may be provided with up to two (2) days paid leave in the event of the death of a mother or father, even if the employee is unable to attend the funeral.

Article XII

JURY DUTY

1. If an employee is called for jury duty, or required to appear in court as a witness (but not as plaintiff or defendant), the University shall pay the difference between his/her regular pay up to forty (40) hours per week and the amount he/she received from the court, provided the employee was hired before receiving notice of such duty.

2. In order to receive such pay from the University, the employee must furnish evidence from the Clerk of Court of such duty and the amount paid for such jury services.

Article XIII

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. The University agrees to provide medical examinations for employees concerned about asbestos.

Article XIV

STRIKES AND LOCKOUTS

It is agreed by the parties that during the terms of this Agreement, or any renewal thereof, there shall be no strikes, stoppages, lockouts, picketing, banners, or advertisements concerning any matter in dispute between the University and the Union or the employees.

Article XV

BULLETIN BOARD

The University will permit the Union to post notices of its meetings or other activities on bulletin boards as designated. Such notices shall not be larger than 8.5" x 11".

Article XVI

SENIORITY

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 by the University, then the University will give preference in cases of transfer and promotion to employees having the longest service in the bargaining unit.

1. **Leaves of Absence.** Loss of time due to sickness or accident, for which a leave of absence has been granted by the University, shall not impair seniority rights of employees involved.

2. **Absence of Union Officers.** The University agrees that any member of the Union selected as an officer or delegate shall be allowed time off which shall be determined by the University upon receipt of a request for time off for the performance of such duties, without loss of seniority rights. The University shall not be required to pay such employees for time off. No employee shall engage in any Union activities during working hours. Employees representing the Union shall be paid for time devoted to the discussion of grievances with representatives of the University, or in negotiations with the University for a new Agreement.

3. **Severance Benefits.** During the life of this Agreement, if a bargaining unit employee is displaced due to reorganization and/or downsizing, the University shall pay the affected employee(s) severance benefits, in the form of the employee's regular base wages, as follows:

Years of Service

Less than one (1) year

One (1) year but less than five (5) years

Five (5) years but less than ten (10) years

Ten (10) years or more

Wages Equivalent To

Two (2) weeks

One (1) month

Three (3) months

Four (4) months

4. Bargaining unit employees will be given notice of any layoff at least eight (8) weeks before the scheduled layoff occurs.

5. **Layoff by Seniority.** Any layoff of bargaining unit members will be done according to classification seniority (i.e., the amount of time in the job classification). Any individual whose job position is being eliminated may transfer, or bump, to a position in a job classification which they have previously held if the occupant of that position has less bargaining unit seniority than they do. A bargaining unit member who has been bumped from their job position by the transfer of a more senior person may similarly transfer or bump to any previously held bargaining unit position if the occupant of that position has less bargaining unit seniority than they do.

6. The University shall recall laid-off bargaining unit members in seniority order within each job classification being recalled.

Article XVII

PROMOTIONS AND TRANSFERS

1. **Preference to Present Employees.** Qualified present employees shall be given preference over applicants for work when jobs are available, and particularly for jobs offering advancement. An employee so selected shall be a probationary employee for the first six months of such employment, and, if not satisfactory to the University, may be returned to his/her former position. The University's decision and action in this regard shall not be subject to the grievance procedure herein.

2. **Posting.** Before hiring an employee to fill a vacancy in one of the classifications covered by this contract, the University will post a notice of the vacancy on the bulletin board to be designated by the University for seven (7) working days. All applications for posted jobs shall receive an answer within ten (10) days whenever reasonable.

Employees who are in their initial probationary period shall not be considered for available bargaining unit positions posted in accordance with this article unless their bid(s) is (are) the only bargaining unit bid(s) received.

3. **Temporary Transfers.** An employee temporarily transferred for more than two (2) days to a higher rated job shall receive the higher rate of pay from the time of the transfer to the time he/she resumes his/her regular and usual work.

An employee temporarily transferred to a lead role after meeting the two day period set forth above shall receive the leads rate of pay whenever the employee is engaged for more than two hours for the hours worked in that role. This does not apply to snow removal which is covered by a separate contract provision.

4. **Permanent Transfers.** An employee permanently transferred shall be entitled only to the rate of pay for the job to which he/she has been transferred.

5. **Work Location.** The location where duties are to be performed by employees under this contract is a matter of assignment by the University and does not constitute a separate job.

6. **Summer Cleaning.** Temporary shift changes for summer cleaning in Housekeeping shall be made by offering employees the option of changing shifts by seniority, subject to the minimum staffing requirements set by management.

Article XVIII

CONTRACTED SERVICES

Notwithstanding any provision herein, nothing in this Agreement shall operate to prevent the University from exercising its right to undertake such contractual services as it may from time to time deem necessary or desirable.

1. Four of the Joint Labor Management Committee meetings each year will be dedicated to discussing the known work which the University is considering or planning to award to

subcontractors in the foreseeable future. The times of the year for these meetings shall be mutually agreed upon.

2. The University will meet with the Union prior to finalizing a decision on whether to contract out game clean-ups (football, basketball, hockey game clean-ups).

3. Commencing with execution of the 2017 Agreement, the parties will devote one (1) of the four (4) Labor Management Committee meetings referenced in paragraph 1, above, to allow Facilities Services Trades Shops to review and discuss annual planned capital projects. For purposes of this annual meeting, the Joint Labor Management Committee roster may be expanded to include an additional representative from the Trades Shops. Prior to the following annual plan, management and trades representatives will follow up and share feedback about the completed projects.

Article XIX

FEDERAL AND STATE LAWS AND EXECUTIVE ORDERS

If any State or Federal law or any court or administrative order or ruling shall so restrict or affect performance of any provisions of this Agreement so as to make it either impossible of 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 new provision(s). In all other respects this Agreement shall continue in full force and effect as written.

Article XX

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

To give emphasis to their intent and desire to comply fully with their obligations under existing applicable laws relating to discrimination on the basis of race, color, religion, age, sex, or national origin, the parties hereby agree to incorporate these obligations as part of this Agreement.

Article XXI

GROUP BENEFITS

Group Life Insurance

The schedule for the group life insurance is as follows:

2.0 x annual salary	under age 55
1.5 x annual salary	age 55-64
1.0 x annual salary	age 65-69
.67 x annual salary	age 70 and over

Any changes in Group Life Insurance for other employees will also apply to Local 32BJ members.

Pension Plan

Boston College will contribute 8% to the pension plan for all employees with less than 9 years of service who elect to join the plan, and will contribute 10% for employees with 9 or more years of service.

Medical and Dental Insurance

The University agrees to continue in force the medical and dental plans along with the resultant contributions for all members of the bargaining unit. These plans will remain the

same for the duration of the contract except that any changes in coverage or contribution which are made for other employees will also be put into effect at the same date for members of Local 32BJ.

Tuition Benefits

Local 32BJ members are eligible for Tuition Remission as shown in Appendix B "Tuition Remission Guidelines." Any changes in the tuition remission policy for other employees will also apply to Local 32BJ members.

Article XXII

LABOR-MANAGEMENT COMMITTEE

The parties agree that a Labor-Management Committee composed of five (5) representatives of the College and five (5) representatives of the Union shall meet a minimum of once every two (2) months to discuss employee relations issues.

It is expressly understood that employees shall be compensated for time involved in these meetings. The Associate Vice President for Human Resources at Boston College and the Secretary-Treasurer from the Union or their designee are ex-officio members of the Labor-Management Committee.

Article XXIII

MISCELLANEOUS

Check Cashing

University will allow time off for check cashing purposes for the 3rd shift as is provided for the 1st and 2nd shifts.

3rd Shift Sick-Calls

Sick calls for 3rd shift employees will be accepted during the calendar day by any Housekeeping Supervisor.

Sand Truck

Any time sanders are working alone on campus there shall be two (2) individuals on the sand truck.

Leave Accruals

The University will provide leave accruals on employees' weekly paycheck advices.

Required Courses

Management-determined job required courses or state required courses to renew a license will be paid for by the University.

Boston College Shirts

Boston College will provide employees with Boston College, Department logo shirts or smocks. These shirts/smocks must be worn by all employees during work hours. Shirts/smocks will be replaced as needed. A back-up supply of shirts/smocks will be available at check-in locations for employees who may occasionally and with a reasonable explanation report to work without a BC Department logo shirt/smock. The University will abide by the Fair Labor Association guidelines in selecting companies to provide these shirts/smocks.

Tools

The University will provide employees entering into a trades shop with a set of hand tools as determined by the University.

Apprenticeship Program

If and when the University establishes an apprenticeship position, the terms and conditions of the apprenticeship will be determined by mutual agreement of the parties.

Medical Exams Required for Hoisting License

The University shall reimburse employees in "grounds" and "athletic maintenance" who have a hoisting license as of 6/1/2015 for the cost, up to \$150 once every two years, of the

medical examination required for a hoist operator's license. Future employees whose position description requires a hoisting license will also be eligible for the same reimbursement. The employee must present the medical provider's paid invoice in order to be so reimbursed.

Article XXIV

EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective as of the **first day of June, 2017** and shall continue in full force and effect through **May 31, 2020** 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 Associate Vice President for Human Resources for Boston College, and to the Vice President of the Union.

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

BOSTON COLLEGE

S.E.U. LOCAL 32BJ

William J. Murphy
John Bogdan
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature] Vice President
32BJ SEU
Jason Fain, Director, Higher
Education Division
J. B. [Signature]
Nicholas Montgolf
CM [Signature]
Elder Hayes
Lidia McLaughlin
Shirley Farrell
Frank Farrell
[Signature]
Anthony Erwin

Date 8/12/18

Appendix A
Schedule of Wage Rates
2017-2020

CLASSIFICATION	WAGE RATE Effective 6/1/2017	WAGE RATE Effective 6/1/2018	WAGE RATE Effective 6/1/2019
Lead Electrician	\$37.95	\$38.97	\$40.01
Electrician	\$36.95	\$37.97	\$39.01
PM Electrician	\$36.95	\$37.97	\$39.01
Helper A	\$34.38	\$35.33	\$36.30
Helper B	\$31.66	\$32.53	\$33.42
Helper C	\$29.38	\$30.19	\$31.02
Helper D	\$26.97	\$27.71	\$28.47
Appliance Repair Mechanic	\$36.95	\$37.97	\$39.01
Appliance Repair Technician	\$36.03	\$37.02	\$38.04
Helper A	\$34.38	\$35.33	\$36.30
Helper B	\$31.66	\$32.53	\$33.42
Helper C	\$29.38	\$30.19	\$31.02
Helper D	\$26.97	\$27.71	\$28.47
Lead Plumber	\$37.95	\$38.97	\$40.01
Plumber	\$36.95	\$37.97	\$39.01
Helper A	\$34.38	\$35.33	\$36.30
Helper B	\$31.66	\$32.53	\$33.42
Helper C	\$29.38	\$30.19	\$31.02
Helper D	\$26.97	\$27.71	\$28.47
Lead Carpenter	\$37.03	\$38.02	\$39.04
Carpenter	\$36.03	\$37.02	\$38.04
Helper A	\$33.36	\$34.28	\$35.22
Helper B	\$31.11	\$31.97	\$32.85
Helper C	\$29.05	\$29.85	\$30.67
Helper D	\$26.97	\$27.71	\$28.47

Appendix A
Schedule of Wage Rates
2017-2020

CLASSIFICATION	WAGE RATE Effective 6/1/2017	WAGE RATE Effective 6/1/2018	WAGE RATE Effective 6/1/2019
Lead Locksmith	\$37.03	\$38.02	\$39.04
Locksmith	\$36.03	\$37.02	\$38.04
Helper A	\$33.36	\$34.28	\$35.22
Helper B	\$31.11	\$31.97	\$32.85
Helper C	\$29.05	\$29.85	\$30.67
Helper D	\$26.97	\$27.71	\$28.47
Painter	\$32.06	\$32.94	\$33.85
Helper A	\$30.41	\$31.25	\$32.11
Helper B	\$29.02	\$29.82	\$30.64
Helper C	\$28.07	\$28.84	\$29.63
Helper D	\$26.97	\$27.71	\$28.47
Lead Instrumentation Mechanic	\$39.04	\$40.09	\$41.16
Instrumentation Mechanic	\$38.04	\$39.09	\$40.16
Electrical Technician	\$38.04	\$39.09	\$40.16
Lead HVAC Mechanic	\$37.95	\$38.97	\$40.01
HVAC Mechanic	\$36.95	\$37.97	\$39.01
PM Mechanic	\$36.95	\$37.97	\$39.01
Helper A	\$34.38	\$35.33	\$36.30
Helper B	\$31.66	\$32.53	\$33.42
Helper C	\$29.38	\$30.19	\$31.02
Engineer 2nd Class	\$38.37	\$39.43	\$40.51
Engineer 3rd Class	\$33.56	\$34.48	\$35.43
Fireperson 1st Class	\$29.70	\$30.52	\$31.36
Fireperson 2nd Class	\$26.97	\$27.71	\$28.47
Lead Hvy. Equip. Operator	\$30.55	\$31.37	\$32.21
Heavy Equipment Operator	\$29.65	\$30.47	\$31.31
Back up Hvy. Equip. Oper.	\$27.70	\$28.46	\$29.24
Lead Landscape Wkr/Tr Dr	\$26.99	\$27.71	\$28.45
Landscape Wkr/Truck Driver	\$26.09	\$26.81	\$27.55
Landscape Wkr/Truck Driver 2nd 12 mo	\$25.46	\$26.16	\$26.88
Landscape Wkr/Truck Driver 1st 12 mo	\$24.79	\$25.47	\$26.17
Lead General Maintenance	\$26.29	\$26.99	\$27.71
General Maintenance	\$25.39	\$26.09	\$26.81
Lead Athletic Maintenance	\$26.99	\$27.71	\$28.45
Lead Athletic Maintenance Hoisting	\$27.27	\$28.02	\$28.79
Athletic Maintenance	\$26.09	\$26.81	\$27.55
Athletic Maintenance/Hoisting	\$26.37	\$27.10	\$27.85
Athletic Maintenance 2nd 12 mo	\$25.46	\$26.16	\$26.88
Athletic Maintenance/Hoisting 2nd 12 mo	\$25.75	\$26.46	\$27.19

Appendix A
Schedule of Wage Rates
2017-2020

CLASSIFICATION		WAGE RATE Effective 6/1/2017	WAGE RATE Effective 6/1/2018	WAGE RATE Effective 6/1/2019
Athletic Maintenance	1st 12 mo	\$24.79	\$25.47	\$26.17
Athletic Maintenance/Hoisting	1st 12 mo	\$25.08	\$25.77	\$26.48
Lead Mailperson		\$25.35	\$26.02	\$26.71
Mailperson		\$24.45	\$25.12	\$25.81
Mailroom Machine Oper.		\$24.83	\$25.51	\$26.21
Stockclerk		\$25.31	\$26.01	\$26.73
Mailroom Truck Driver		\$25.94	\$26.65	\$27.38
Lead Custodian		\$24.94	\$25.60	\$26.28
Custodian/Genrl Utility		\$25.13	\$25.82	\$26.53
Custodian		\$24.04	\$24.70	\$25.38
Custodian hired after 6/1/2015	24-30 mos	\$21.63	\$22.23	\$22.84
Custodian hired after 6/1/2015	2nd 12 mo	\$19.23	\$19.76	\$20.30
Custodian hired after 6/1/2015	1st 12 mo	\$16.83	\$17.29	\$17.77
Lead Garage Mechanic		\$37.03	\$38.02	\$39.04
Garage Mechanic		\$36.03	\$37.02	\$38.04
Lead Gardener		\$28.60	\$29.36	\$30.14
Gardener		\$27.70	\$28.46	\$29.24
Exterminator		\$25.68	\$26.39	\$27.12
Lead Carpenter Spec Projs		\$37.03	\$38.02	\$39.04
Special Projects Carpenter		\$36.03	\$37.02	\$38.04
Helper A		\$33.36	\$34.28	\$35.22
Helper B		\$31.11	\$31.97	\$32.85
Helper C		\$29.05	\$29.85	\$30.67
Helper D		\$26.97	\$27.71	\$28.47

APPENDIX A continued

Lead Trades = Trade Rate + \$0.80 per hour attached to slot of successful bidder. Effective 6/1/16 Trade Rate + \$1.00 per hour.

Lead Housekeeping Rates = Custodian Rate + \$0.70 per hour. Effective 6/1/16 Custodian Rate + \$0.90 per hour.

Lead General Maintenance Rate = General Maintenance Rate + \$0.70 per hour. Effective 6/1/16 General Maintenance Rate + \$0.90 per hour.

Lead Athletic Maintenance Rate = Athletic Maintenance Rate + \$0.70 per hour. Effective 6/1/16 Athletic Maintenance Rate + \$0.90 per hour.

Lead Grounds Rate = Truck Driver Rate + \$0.70 per hour. Effective 6/1/16 Truck Driver Rate + \$0.90 per hour.

Lead Mailperson Rate = Mail Clerk + \$0.70 per hour. Effective 6/1/16 Mail Clerk Rate + \$.90 per hour.

Second Shift Differential = Regular Rate + \$0.60 per hour. Effective 6/1/16 Regular Rate + \$0.85 per hour.

Third Shift Differential = Regular Rate + \$0.70 per hour. Effective 6/1/16 Regular Rate + \$0.95 per hour.

Weekend Differential = Regular Rate + \$0.30 per hour

Landscape Worker/Truck Drivers or Athletic Maintenance Workers who obtain and maintain an applicator's license shall receive a \$0.25 per hour differential.

Whenever an employee is engaged on the following pieces of heavy equipment for more than two hours, such employee will receive the back-up heavy equipment rate for the time operating the machine:

1. University-owned Equipment:
 - A. Backhoe
 - B. Ford Tractor (Grounds Department only)
2. Rental Equipment for Snow Removal: **
 - A. 850 Bobcat
 - B. 580L Backhoes
 - C. 544 Loader
 - D. Any rental equipment whose operation requires a hoisting license.

The parties also agree that should the University purchase and/or rent any additional equipment whose operation requires a CDL and/or hoisting license, employees operating said equipment shall be compensated in accordance with the provisions outlined above.

Whenever a Mailperson is required to operate the Mail Truck for more than two hours, such employee will receive the Mailroom Truck Driver rate for all time driving the truck.

** Requirement for rental equipment could be subject to change.

Employees required to work 14 hours straight during a snow storm or other weather related emergency will be provided a meal break and a meal by the University after 6 straight hours of overtime and every 8 straight hours thereafter.

APPENDIX B
TUITION REMISSION POLICIES
(Effective Fall Semester 2017)

Tuition Remission

Full-time benefits-eligible employees, their spouses, and their children are eligible for the tuition remission benefits outlined below. The benefits apply to tuition charges only; all fees must be paid by the student. The tuition benefit applies only to courses offered through Boston College undergraduate and graduate schools (excluding the Law School). Tuition remission is not allowed for courses, programs, and workshops offered by special institutes or centers, nor does the benefit apply to offerings such as "Directed Research" or "Readings and Research" which are taken during the Summer Session. Any exception to the tuition remission policies must be approved by the Vice President for Human Resources.

Employee Benefit

At the undergraduate level, full-time employees are eligible for "100%" tuition remission for courses taken through the College of Advancing Studies and the evening Summer Session. (Also, one daytime course may be taken during the summer - see below.) Newly hired employees will be eligible for the full benefit for the semester, provided they begin work no later than October 15 for first-semester courses or February 25 for second-semester courses. Employees hired after those dates will not be eligible until the following semester.

At the graduate level, full-time employees are eligible for "100%" tuition remission for up to six credits per semester, and six credits during the entire Summer Session (a maximum of eighteen credits per academic year). The value of graduate tuition remission may be taxable unless the courses are job-related. The taxability of tuition remission will be determined each year in accordance with applicable federal law.

The tuition benefit is granted with the understanding that class and study hours do not conflict with regular work schedules. Therefore, tuition remission normally will not be granted for undergraduate day courses except in cases where an employee regularly works an evening schedule that would preclude his or her enrolling in evening classes. In such a case, the employee must obtain a Tuition Remission Voucher from the Benefits Office. However,

employees may arrange to take one daytime course in the Summer Session period with tuition remission, provided that the time missed from work is made up during the same week and the arrangement has the approval of the employee's supervisor. If an employee wishes to take a graduate course that meets during the workday, an arrangement to make up the time missed from work must be approved by the employee's supervisor and department head. A Voucher from the Benefits Office is not required for full-time employees.

The employee benefit is available on a pro-rated basis to part-time, benefits-eligible employees who normally work at least 20 hours per week. Note: Part-time employees who have worked 20 or more hours per week for at least 36 weeks per year for ten consecutive years will be eligible for "100%" tuition remission.) A Tuition Remission Voucher is required from the Benefits Office for part-time employees.

Spouse Benefit

At both the undergraduate and graduate levels, spouses of employees who have completed five consecutive years of full-time service as of the beginning of the semester may receive "100%" tuition remission for up to six credits per semester and six credits during the entire Summer Session (a maximum of eighteen credits per year). Note: Since courses in the College of Advancing Studies are often four-credit courses, two of those courses per semester are included in this benefit.

Spouses of employees with less than five consecutive years of full-time service are eligible for "50%" tuition remission for the same number of courses.

The value of graduate course tuition remission for spouses must, by law, be treated as taxable income to the employee, subject to federal, state, and FICA withholding. Tuition Remission Vouchers for spouses must be obtained from the Benefits Office prior to each registration.

Child Benefit

Eligibility An employee's child (by birth, marriage, or legal adoption) is eligible for full tuition remission when admitted to an undergraduate program at Boston College, provided the employee has completed five years of continuous full-time service as of the beginning of the semester to which the tuition remission applies. Tuition remission is not granted to children for graduate

courses. Furthermore, an employee child who has received a Bachelor's degree, whether from Boston College or from another accredited four-year institution, is no longer eligible for the Tuition Remission Benefit.

Admission The waiver of tuition does not imply acceptance of a son or daughter into an undergraduate program, but is offered with the understanding that the child must be accepted through the normal admission process, taking note that the standards for admission to Boston College have become increasingly competitive. To apply to the College of Arts and Sciences, the Carroll School of Management, the Connell School of Nursing, or the Lynch School of Education, employee children should contact the Office of Undergraduate Admission, and to apply to the Woods College of Advancing Studies, they should contact that school directly.

Employee children using the Tuition Remission Benefit who begin their studies in the Woods College of Advancing Studies, or who transfer to the Woods College, must apply to the University's undergraduate admission office as external transfer students if they subsequently seek admission/readmission to any other Boston College undergraduate program.

Any child who is eligible for the Tuition Remission Benefit may also apply for need-based assistance through the Office of Student Services. If eligible, this assistance can include federal and state grants and loans, or federal work-study. The Boston College Tuition Remission Benefit will be incorporated into any federal and/or state aid received.

Certification of Eligibility During the application process, the Office of Student Services will send the employee a "Preliminary Certification of Tuition Remission Eligibility" form, to be completed and forwarded to the Benefits Office, in order to confirm eligibility for the Tuition Remission Benefit.

Following a student's acceptance, a Tuition Remission Voucher will need to be completed by the Benefits Office and sent to Student Services. For students accepted to one of the full-time day schools, a Voucher is normally required only once. For students in the College of Advancing Studies program, a Voucher should be requested from the Benefits Office prior to each registration.

Duration of Benefit The Tuition Remission Benefit will apply for a maximum of eight

semesters for employee children admitted to and enrolled in Boston College undergraduate programs in the College of Arts and Sciences, the Carroll School of Management, the Connell School of Nursing, or the Lynch School of Education. Any semester during which an employee child enrolls in courses will be counted toward the duration of the Benefit, regardless of the number of courses or credit hours taken or completed in that semester. This limit does not apply to the Woods College of Advancing Studies.

Age Limit Employee children enrolled in undergraduate programs in Arts and Sciences, Management, Nursing, or Education must be age 26 or under at the beginning of any semester to be eligible for the Tuition Remission Benefit. This age limit does not apply to students enrolled in Woods College programs.

Summer Courses Beginning with the summer term in 2010, employee children enrolled in undergraduate programs in Arts and Sciences, Management, Nursing, or Education will not be eligible to receive the Tuition Remission Benefit for summer courses. This does not apply to students enrolled in Woods College programs.

International Programs The Tuition Remission Benefit will apply to Boston College programs sponsored during the academic year by the Office of International Programs, provided the tuition is billed through Boston College Student Services. Beginning in 2010 the benefit will not apply to international programs offered during the summer.

Academic and Judicial Standing To be eligible for the Tuition Remission Benefit, employee children must remain in good academic standing as defined and determined by the School in which they are enrolled. Any semester during which an employee child is taking courses but fails to remain in good academic standing will nevertheless be counted toward the duration of the Benefit. The child's parent must also remain employed full-time at Boston College.

Any semester during which an employee child is taking courses and is suspended from the University as a result of a Judicial Hearing will also be counted toward the duration of the Benefit.

FACHEX Program Children who are eligible for the Tuition Remission Benefit may apply for

transfer of the benefit to certain other Jesuit schools that participate in the Faculty and Staff Children Exchange (FACHEX) program. Twenty-seven of the 28 Jesuit colleges participate, including Boston College. The program allows undergraduate tuition remission for children of eligible faculty, administrators, and staff at participating institutions. This exchange program is governed by specific guidelines and formulas, and the number of available slots is limited. Complete information is available on the FACHEX web page (<http://www.bc.edu/offices/demo/fachex.html>) or from the Office of the Dean of Enrollment Management. An employee whose child is applying to another FACHEX institution must complete a "Certification of Eligibility" form and submit it to the Boston College Benefits Office after September 1st but before December 15th.

Retired, Deceased, Disabled Employees Children of retired, deceased, or totally disabled employees who had at least seven years of full-time service at Boston College will retain the Tuition Remission Benefit in effect at the time of enrollment. (To be eligible, a child must have been a dependent at the time of the employee's retirement, death, or disability.) Tuition remission for children of retired, deceased, or disabled employees with less than seven years' service is restricted to those students already enrolled and receiving the benefit at the time of the staff member's retirement, death, or disability.

Spouses of retired, deceased, or disabled employees, who are enrolled in a degree program at the time of the employee's retirement, death, or disability, will retain the Tuition Remission Benefit until completion of their degree requirements or, in the case of a spouse of a disabled employee, until the cessation of disability benefits, if earlier.

Employees in a degree program who become disabled will continue to be eligible for the Tuition Remission Benefit until the earlier of completion of the degree requirements or the cessation of disability benefits. Employees not enrolled in a degree program who become disabled will be eligible for the Tuition Remission Benefit for a maximum of two years from the date of disability.

For purposes of this section, retirement is considered to be at age 62 or later, and disabled means the employee has been approved for benefits under the University's Long-Term Disability Insurance plan.

APPENDIX C

SHORT-TERM DISABILITY GUIDELINES

The University's Short-term Disability (STD) policy was designed to provide a bridge between the expiration of accrued sick leave and the (potential) start of Long-Term Disability Insurance benefits.

Eligibility: Members of Local 32BJ who have completed one year of full-time, benefits-eligible service at Boston College.

Guidelines

- ❖ STD payments may begin as early as the first of the week following six full weeks of medical absence. Arrangements are made through the Benefits Office. Appropriate medical documentation will be required in order for payment to begin. [Note: This policy does not apply when an employee is eligible for Worker's Compensation benefits for the same period.]
- ❖ Employees must use accrued sick leave first, but will be allowed to retain 20 days if they wish. STD payments will begin only after all sick days (less 20) are used. Use of accrued vacation days, prior to the start of STD payments, will be optional.
- ❖ The STD payment rate will be 75% of the employee's regular weekly gross pay.
- ❖ STD payments could continue for up to a maximum of 22 weeks. However, fewer payments may be available depending upon the amount of accrued sick leave (and possibly vacation time) used at the beginning of the leave.
- ❖ Employees will be responsible for their normal medical contributions while they are receiving sick leave and vacation pay, but once STD payments begin the University will pay the full medical premium.
- ❖ Normal dental plan contributions will be required throughout the period of disability.
- ❖ 401(k) retirement plan contributions (the employee's 2% and the University's 8% or 10%) will continue during the period of STD payments and will be based on the STD amount. 403(b) voluntary contributions will also continue unless the employee elects to stop them.
- ❖ Employees do not accrue vacation or sick leave while receiving STD payments.
- ❖ Union dues will not be deducted from STD payments. However, members should contact the Dues Department, (617-523-6150) to make arrangements for paying dues at a reduced rate.
- ❖ As in all cases of prolonged illness or disability, Boston College reserves the right to require a doctor's certificate and/or examination by a University physician.

APPENDIX D

RECOGNIZED HOLIDAYS

<u>Holiday</u>	<u>2017-2018</u>
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Columbus Day	Monday, October 9
Thanksgiving Day	Thursday, November 23
Day after Thanksgiving	Friday, November 24
Day before Christmas	Thursday, December 24
Christmas Day	Monday, December 25
New Year's Day	Monday, January 1
Martin Luther King Day	Monday, January 15
Good Friday	Friday, March 30
Patriot's Day	Monday, April 16
Memorial Day	Monday, May 28
Holiday 13	To be determined
Holiday 14	To be determined

<u>Holiday</u>	<u>2018-2019</u>
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Columbus Day	Monday, October 8
Thanksgiving Day	Thursday, November 22
Day after Thanksgiving	Friday, November 23
Day before Christmas	Monday, December 24
Christmas Day	Tuesday, December 25
New Year's Day	Tuesday, January 1
Martin Luther King Day	Monday, January 21
Good Friday	Friday, April 19
Patriot's Day	Monday, April 15
Memorial Day	Monday, May 27
Holiday 13	To be determined
Holiday 14	To be determined

<u>Holiday</u>	<u>2019-2020</u>
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Columbus Day	Monday, October 14
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving	Friday, November 29
Day before Christmas	Tuesday, December 24
Christmas Day	Wednesday, December 25
New Year's Day	Wednesday, January 1
Martin Luther King Day	Monday, January 20
Good Friday	Friday, April 10
Patriot's Day	Monday, April 20
Memorial Day	Monday, May 25
Holiday 13	To be determined
Holiday 14	To be determined

SIDELETTER RE: USE OF CUSTODIAL ON-CALLS

The parties hereby agree to the following with respect to the use of non-bargaining unit personnel:

1. The University shall not use non-bargaining unit personnel in residence halls except as follows:
 - a. The University shall continue using retirees during Senior Week.
 - b. The University shall continue using on-calls to remove trash from senior dorms during Senior Week.
 - c. Temporary workers who work 40 hours per week may be assigned to fill vacancies/cover vacant slots during the posting process, when required, and after eligible bargaining unit employees have declined the opportunity to fill a posted vacancy.
 - d. When vacancies/vacant slots are created by temporary transfers and voluntary leaves of absence of bargaining unit employees, temporary workers who work 40 hours per week may be assigned to fill such vacancies/cover vacant slots during the posting process, when required, after eligible bargaining unit employees have declined the opportunity to fill a posted vacancy.
 - e. Paragraphs c and d, above, do not apply to situations when employees are on a leave of absence of two (2) weeks or less. Retirees are not included in the definition of "temporary worker" for purposes of paragraphs c and d.
2. The University shall not exclusively use non-bargaining unit personnel to staff events.

SIDELETTER RE: COMMITTEES

The parties hereby agree to address the following issues post ratification via committee.

Such committees shall commence within 90 days of ratification:

- **Landscape Services Department classifications** – Goal: To discuss and potentially address job duties, job requirements, pay differentials, and market adjustments involving Landscape Services Department classifications. Up to four (4) committee members per Union and University shall attend committee meetings.
- **Remote Pay** – Goal: To address new and growing ability of employees to trouble-shoot Facilities issues from home through the use of technology without requiring full, traditional “call in”. Up to four (4) committee members per Union and University shall attend committee meetings.
- **Work day – Breaks and Lunch breaks** - Goal: To create schedule changes to accommodate efficient work schedules and better use of breaks on a shop by shop basis.