

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 509**

AND

BOSTON UNIVERSITY

ResLife Unit

September 1, 2024 – August 1, 2027



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ARTICLE 1 – RECOGNITION

1.1 Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-312009, Boston University (hereinafter referred to as the “University”) hereby recognizes the Service Employees International Union Local 509, CTW, CLC, hereinafter referred to as the “Union,” as the sole and exclusive collective bargaining representative of:

1.2 Included. To be considered a part of the bargaining unit, employees must be enrolled as a student at Boston University and employed in one of the following categories:

1.2(a) Resident Assistants,

1.2(b) Graduate Resident Assistants, and

1.2(c) Graduate Housing Assistants,

1.3 Excluded.

1.3(a) All clerical employees,

1.3(b) administrative employees,

1.3(c) professional employees,

1.3(d) confidential employees,

1.3(e) all other graduate students, undergraduate students, temporary employees, casual employees, and

1.3(f) managers, guards and supervisors as defined in the Act.

ARTICLE 2 – BARGAINING UNIT INFORMATION

2.1 **FERPA Release / Waiver.**

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects the privacy of a student’s education records. In compliance with FERPA, the University does not disclose personally identifiable information contained in student educational records, except as authorized by law.

2.1 (a) The University shall provide all Unit Employees performing bargaining unit work with a form drafted by the University that, when signed voluntarily, will constitute

a written valid waiver of their privacy rights under the Family Education Rights and Privacy Act (“FERPA”) and affirm their consent to release non-directory information sought by the Union for representation purposes as set forth in this Article. The University may accept this form as valid if presented by the individual Employee by means and/or at times other than those provided by the University if it can be properly authenticated and constitutes a valid waiver.

2.1 (b) This form will be included in the Employee's hiring paperwork along with a communication that will indicate that the Union is their exclusive bargaining representative when the Employee is engaged in bargaining unit work covered by this Agreement. The communication will also include, at minimum, information about the following:

2.1 (b) (1) The Union has a legal obligation to represent the Employee when they are engaged in bargaining unit work and that to do so, the Union requires information about its members so that it is properly prepared to enforce the Collective Bargaining Agreement negotiated with the University;

2.1 (b) (2) In order to avoid any conflict between the National Labor Relations Act, which grants the Union the right to access this information, and FERPA, which protects certain information in an Employee's student records, the Employee will be asked to sign the form to grant the Union access to records maintained by the University which relate to employment covered by this Agreement; and,

2.1 (b) (3) Contact information for the Union and the University to raise any questions about the FERPA release/waiver, and/or how the information shared with the Union may be used.

2.1 (c) In addition to any specific language the University determines is legally required, it shall communicate the information in this Section in plain language that prioritizes clarity and comprehension.

2.1 (d) The Union agrees that it will not re-disclose any non-directory information provided by the University under this Article without the written consent of the Unit Employee.

2.2 **List Format.** For the list described in this Article, the University will transmit one (1) Microsoft Excel spreadsheet containing the information, for each employee, all combined on one sheet, with each data point in its own column, and with one row per employee.

2.3 **Initial List.** At least three (3) weeks prior to the start of each semester, and at least two (2) weeks prior to the start of each summer session, the University will provide the Union with the following unblocked directory information regarding the then-current bargaining unit members:

2.3(a) Legal first name,

2.3(b) "Lived" or "Display" first name (if different than the legal first name),

2.3(c) Legal last name,

2.3(d) Home (campus) address,

2.3(e) BU Directory Phone number,

2.3(f) University email.

2.4 Provided the Employee has provided the University with a properly executed FERPA release/waiver, the University will provide the Union with the following information regarding bargaining unit members at least three (3) weeks prior to the start of each semester, and at least two (2) weeks prior to the start of each summer session:

2.4(a) Personal Email,

2.4(b) Job title,

2.4(c) Work location,

2.4(d) Work schedule,

2.4(e) Amount of stipend,

2.4(f) BUID.

2.5 **List Updates.** If any Employees are hired after the initial list in Section 2.3 is sent to the Union, the University will provide the Union with the same unblocked directory information listed in Section 2.3 (a-h), for the newly hired Employees within two (2) weeks of the start of each

semester or summer term, or within two (2) weeks of their date of hire, whichever is later. If any Employees initially reported are later excluded from the bargaining unit due to a change in appointment, the University shall notify the Union within one (1) week of the change.

2.6 **Notification.** The Union agrees to notify the University of the University's upcoming obligations as defined in this Article at least two (2) weeks prior to the deadlines established in Sections 2.3-2.5.

ARTICLE 3 – NO STRIKE / NO LOCK-OUT

3.1 During the term of this Agreement, or any extension thereof, the Union, its representatives, agents, and members will not cause, assist, encourage, participate in, condone, ratify, or sanction any strike, work stoppage, sit-down, slow-down, or any curtailment of work, including in providing support or assistance to students, as a form of concerted activity (as defined under the National Labor Relations Act), or any other interference with or stoppage of work by bargaining unit employees.

3.2 Any bargaining unit employee engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

3.3 In the event that any bargaining unit member violates the provisions of this Article, the Union shall immediately use every reasonable means at its disposal to induce employees who engage in such action to cease and desist such action and return to full, normal, and timely work, including the distribution to bargaining unit members and the University, within twenty-four (24) hours of notice of a violation of this Article, a formal notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.

3.4 During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out any of the employees covered by this Agreement.

ARTICLE 4 – NONDISCRIMINATION

4.1 **Protected Categories.** The University shall maintain a work environment for all Employees that does not discriminate on the basis of

4.1(a) race,

4.1(b) color,

4.1(c) ancestry,

- 4.1(d) national or ethnic origin,
- 4.1(e) immigration or citizenship status,
- 4.1(f) religion and/or religious creed,
- 4.1(g) age,
- 4.1(h) physical or mental disability,
- 4.1(i) genetic information,
- 4.1(j) sex,
- 4.1(k) gender identity and/or expression,
- 4.1(l) sexual orientation,
- 4.1(m) natural or protective hair style,
- 4.1(n) pregnancy status or pregnancy-related condition,
- 4.1(o) marital status,
- 4.1(p) family status,
- 4.1(q) military or veteran status,
- 4.1(r) arrest or criminal record as protected by law,
- 4.1(s) Union membership status or activity, or
- 4.1(t) any other characteristic protected under applicable law or University policy.

4.2 **Harassment.** Harassment based on an individual's membership in any legally protected category is unacceptable in any form and is prohibited regardless of the reason for the harassment. Such conduct includes abusive, coercive, or intimidating behavior to the extent such behavior is prohibited by applicable law or University policy, as well as behavior which intentionally and repeatedly causes nuisance, alarm, or substantial emotional distress without any legitimate purpose.

4.3 **Retaliation.** The University shall not retaliate against any Employee for filing a good faith claim of discrimination or harassment, nor for participating in any investigation, grievance, mediation, arbitration, or protected concerted activity related to such a claim.

4.4 **Transfer.** Employees reporting harassment or discrimination in their current work assignment either informally to a supervisor or through the official University structures for reporting may, at their request, be considered for a transfer. If a transfer is not possible or appropriate, Employees may request to be administratively relocated to remove them from the situation. The University will determine the appropriateness of such requests and, when necessary and appropriate, the University will provide a written explanation to any Employee whose transfer or relocation request is denied.

4.5 **Deadnaming.** Employees may experience an important shift in their public identity that is not always or immediately accompanied by a legal name change. For example, transgender individuals frequently adopt a new first name as part of their public transition to express their gender identity. Continually referring to such individuals by their legal name, even though it no longer accurately identifies them and may harmfully misgender them, is known as "deadnaming."

To prevent deadnaming, Residence Life shall maintain a method for Employees to notify Residence Life of their preferred name. Employees will be asked to provide their preferred name when hired, and ResLife will use that name, and that name only, on all lists and written communication within ResLife. Should an employee change their name subsequently, and the employee notifies ResLife of such change, ResLife will update their records within five (5) working days, so that only the preferred name appears in print, electronically, or in any other written form used by ResLife. Relevant staff will be informed, and replace posted or electronic lists or other mentions with versions that contain only the preferred name.

4.6 **Grievability.** Allegations that the University discriminated against an Employee in the workplace because of union membership, activities or support, may be the subject of a grievance under this Agreement in accordance with the Grievance Procedure. Other allegations that the University discriminated against or harassed an Employee in the workplace in violation of Sections 4.1, 4.2, or 4.3 of this Article shall first proceed in accordance with the University's policies and procedures for complaints of discrimination or harassment, with the addition of the grievance and arbitration options indicated in Section 4.7 herein.

4.7 Step 3 Grievance and Arbitration Options

4.7(a) Once the internal review of a formal complaint is concluded, including any appeal(s) within the University, an Employee who alleges a violation of Sections

4.1, 4.2, or 4.3 of this Article may file a grievance at Step 3. A finding of misconduct made pursuant to the University's policies and procedures for complaints of discrimination or harassment shall not be revisited in any grievance filed hereunder, in accordance with the Grievance Procedure of this Agreement, but any employment sanction imposed pursuant to the University's procedures—which may be suspension, termination, or other appropriate discipline—may be so grieved.

- 4.7(b) Any such grievance must be filed at Step 3 no later than 21 calendar days following the conclusion of the internal review process, including any appeal decision.
- 4.7(c) If the grievance is not resolved at Step 3, the Union may pursue arbitration. The arbitrator will be selected from a panel of arbitrators that have been previously agreed upon by both parties. The parties shall identify arbitrators with experience in discrimination and harassment cases. If they cannot, then the Union may request a list of arbitrators from the body(ies) identified in the Grievance Article and selection shall be made in accordance with the Arbitration Policies and Procedures of that body. The arbitration will be conducted in accordance with the Arbitration Policies and Procedures of that body.
- 4.7(d) The Arbitrator shall not have the ability to find facts separately from or different than the findings made through the University processes. The arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the Employee's status as a student.
- 4.7(e) Except as set forth in this Article, the other arbitration rules and other limitations on the arbitrator's authority delineated in the Grievance Procedure of this Agreement will apply with equal force to a grievance over claimed violations of this Article.

ARTICLE 5 – HEALTH AND SAFETY

5.1 The University recognizes its obligation to provide a safe and healthy work environment for all employees. The University will comply with all such applicable state and federal laws and regulations regarding health and safety. The Union acknowledges that each Unit Employee is obligated to obey reasonable rules related to health and safety.

Any Unit Employee who has a reasonable belief that they have been assigned a task that presents a serious and imminent threat to their health or safety shall immediately contact their supervisor, the Senior Staff On Call, or an available Residence Life leadership member. In the case that the

unit employee continues to refuse to work after receiving a response from the Residence Life leadership team, they may be subject to discipline.

5.2 Sick Leave. The University acknowledges that it is in the best interest of Employee well-being as well as public health to limit the interaction between Employees experiencing an infectious disease and others in the workplace and Employees experiencing such symptoms which interfere with their completion of other work responsibilities will be excused from those responsibilities. Employees must notify their Supervisor of their need to take time off under this Section before its use. Employees are expected to find a replacement to cover their shift if sick time under this Article is used. If an employee is unable to find a replacement, they should contact their supervisor immediately to seek assistance. The University may require that an employee provide a doctor's note or other documentation related to the use of sick time. Employees who miss work due to being sick will be required to make up the work, including being assigned an additional on-call shift.

5.3 Masks. The University will provide a reasonable number of KN95 masks in Residence Life offices for student workers for use during their shifts and at work events, including training.

5.4 Air conditioning. The University will endeavor to ensure that all Employees working during the Summer will have the option of a bedroom with air conditioning.

ARTICLE 6 – JOINT LABOR-MANAGEMENT COMMITTEE

6.1 There may be a Joint Labor-Management Committee with up to six (6) members on each side that may meet up to two (2) times each semester and once in the summer between Commencement and Matriculation, to discuss matters of general interest to Employees and/or the University. These meetings shall not be used for negotiations or to discuss pending grievances. The parties will endeavor to schedule meetings within thirty (30) days of either party sending written notice to the other of its intent to meet. Designated representatives of the Union and the University will suggest agenda items at least two (2) weeks prior to each meeting.

ARTICLE 7 – MANAGEMENT RIGHTS

7.1 The University retains the exclusive right and sole discretion to make decisions and take actions on all Academic Matters. Academic Matters include, but are not limited to, matters relating to academic performance and progress; academic standing, grades, or evaluations; placement on academic probation; eligibility for or receipt of academic awards; violations of university rules and policies that are applicable to students, including Codes of Conduct; or their suspension or dismissal from the university; and all non-employment matters related to the student status of bargaining unit members. Any University decisions or actions on these and other Academic Matters will not be subject to the Grievance and Arbitration Procedures under this Agreement.

All other management functions, rights, and prerogatives that have not been expressly modified or restricted by this Agreement are retained by and vested exclusively in the University and may be exercised by the University in its sole discretion.

These management rights include, without limitation, the authority to:

- 7.1(a) Establish, plan, direct, and control the University's mission, programs, objectives, activities, resources, rule-setting, policies, and priorities;
- 7.1(b) Issue, modify, and implement all policies and decisions involving academic and operational matters;
- 7.1(c) Establish and administer procedures, rules, policies, and regulations;
- 7.1(d) Direct and control University operations;
- 7.1(e) Alter, extend, or discontinue existing equipment, facilities, and location of operations;
- 7.1(f) Determine or modify the number, qualifications, scheduling, responsibilities and assignment of staff including unit members;
- 7.1(g) Establish, maintain, modify, or enforce standards of performance, conduct, order, and safety;
- 7.1(h) Evaluate, determine the content of evaluations, and determine the processes and criteria by which performance is evaluated;
- 7.1(i) Establish and require unit members to observe University rules and regulations;
- 7.1(j) Discipline or dismiss;
- 7.1(k) Establish or modify the academic calendars, including holidays and holiday scheduling;
- 7.1(l) Assign work locations and to transfer staff, including unit members;
- 7.1(m) Schedule hours of work;

- 7.1(n) Hire employees, including but not limited to Graduate Resident Assistants, Graduate Housing Assistants, and Resident Assistants;
- 7.1(o) Determine how and when and by whom services are provided;
- 7.1(p) Determine all matters relating to student admissions and the subsequent hiring and retention of unit members;
- 7.1(q) Introduce new methods of instruction, or of performing the work;
- 7.1(r) To maintain order and efficiency in its facilities and operations;
- 7.1(s) To determine the methods of investigating alleged employee misconduct
- 7.1(t) To determine and modify tuition and fees for all programs in which unit members are based and all matters affecting financial aid;
- 7.1(u) To determine and modify what benefits will be offered to students, including health insurance policies, and to determine the student costs for such coverage.
- 7.1(v) To select all insurance carriers and to change carriers from time to time; and
- 7.1(w) Subcontract all or any portion of any operations; in these instances the University shall notify the Union and if requested, the Union and Employer shall engage in effects bargaining.

The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

ARTICLE 8 – UNION RIGHTS

8.1 **Meeting Space.** The Union shall have access to meeting space on campus, subject to procedures applicable to other campus organizations. This access shall be used solely for meetings hosted by and for bargaining unit members, not for Union events more generally.

8.2 **Representatives.** By October 15 of each year, the Union shall provide a list of those Employees who will represent the unit in adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a Grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement. Such activities will be performed during non-work hours. Such list will be periodically updated as needed.

8.3 **Trainings.** Union representatives shall be given at least one (1) hour by the University during the August and January trainings. University representatives shall not be in the room during this time; if such orientation is held virtually, University representatives shall leave the virtual space or move to a different one for the duration to achieve a similar level of privacy.

8.3(a) The University shall notify the Union of such orientations as soon as practicable, but no later than twenty-one (21) days in advance of each orientation.

8.3(b) The Union shall notify the University of its intent to send representatives as soon as practicable, but no later than fourteen (14) days in advance of each orientation.

8.3(c) If an orientation is scheduled without sufficient advance notice to comply with the above deadlines, the University shall notify the Union as soon as the orientation is scheduled, and the Union shall notify the University of its intent to send representatives as soon as practicable, but no later than twenty-four (24) hours in advance.

8.3(d) The University agrees to provide to each new Employee who participates in an orientation event with a packet of materials to be supplied by the Union at its cost.

8.4 **Bulletin Boards.** The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards.

ARTICLE 9 – WORKER RIGHTS

9.1 No Employee will be disciplined for following established University or Residence Life policies.

9.2 **Reimbursement.** If the Employee is authorized in advance and in writing by the Director of Residence Life or their designee to purchase supplies, materials, and/or food for their work assignment, or to cover the cost of an approved field trip or other event, they will be promptly reimbursed upon submission of a receipt or other documentation of the expense. Both before and when they seek authorization for expenses, Employees will be notified and reminded of any known available alternatives to reimbursement, such as any direct funding for events which may be available through the University.

9.3 **Infrastructure Access.** Employees shall have access to University email, free Wi-Fi, and, as necessary for their respective assignments, computers with internet access, printers, photocopying, other equipment, software, tech support, and clerical/administrative support in order to fulfill the obligations of their employment.

9.4 **Mailboxes.** Employees shall be provided with individual mailboxes in their primary work location to receive employee announcements and work-related mail.

9.5 **Employee Handbooks.** To the extent any Employee handbooks, guidelines, or procedures exist, they shall be made available to Employees prior to the beginning of the appointment. This includes but is not limited to a list of all resources available for Employees to help them fulfill the obligations of their employment.

ARTICLE 10 – UNION SECURITY AND DEDUCTIONS

10.1 **Union Membership.** It shall be a condition of employment that all Employees shall maintain Union membership (or pay agency fees, as per Section 10.2). At the time of this Agreement's effective date, Employees who are:

10.1(a) Members of the Union in good standing shall remain members in good standing;

10.1(b) Not members in good standing shall, by the thirtieth (30th) subsequent calendar day, become and remain members in good standing of the Union; or

10.1(c) Hired on or after this date shall, by the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing of the Union.

10.2 **Agency Fees.** Employees shall have the right, in lieu of union membership and the requirements outlined in Section 10.1(a) – 10.1(c), above, to pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

10.3 **Amounts.** Each year, the Union shall establish and certify in writing to the University's Labor Relations Director the amounts of dues and agency fees applicable to the bargaining unit. The University will adjust prospectively the amount of dues and/or fees it deducts from Employees' stipend who completed an Authorization form outlined in Section 10.6(b), below, within two (2) pay periods of receiving written notice from the Union that these amounts have changed.

10.4 **Penalty for Failure to Pay Required Dues or Fees.** Non-payment of union dues or agency fees pursuant to Sections 10.1 and 10.2 above will result, upon the request of the Union, and after providing notice to the bargaining unit member and the University's Labor Relations Director, in the suspension without pay of the Employee for a period of one (1) week during the semester, the timing of which will be determined by the University. This penalty shall only be imposed once per semester or term, and it shall not impact future employment. Such one (1)-week suspensions are not grievable.

10.5 COPE Contributions. The University agrees to deduct voluntary contributions made by Employees who completed Authorization forms outlined in Section 10.6(b), below, to the SEIU Local 509 Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Such contributions are strictly voluntary and are not conditions of either Union membership or University employment. Authorization forms submitted to the University will be processed prospectively on the next payroll.

10.6 Payroll Deduction. The Union shall be entitled to have payroll deductions for membership dues, or agency fees, from any Employee in the unit who indicates in writing on the Union's Authorization form, that shall be submitted to the University, that they wish such deductions to be made.

10.6(a) Deduction. Each payday, the University shall deduct from an Employee's total compensation a sum of dues, agency fees, and/or COPE contributions owed the Union and authorized under federal labor law, provided the Employee has furnished the University a written assignment (i.e., the Authorization form) executed in accordance with law. No deductions shall be made which are prohibited by applicable law.

10.6(b) Authorization. The Union will provide to the University a suitable form for the authorization of this payroll deduction. Authorization forms submitted to the University will be processed prospectively on the next payroll. The Union shall be ultimately responsible for obtaining executed written assignments from existing Employees and may obtain these authorizations electronically. However, the University shall cooperate with the Union in seeking compliance with this provision by:

10.6(b)(1) Notifying covered Employees at their time of hire of the existence of this Agreement, and

10.6(b)(2) Providing new hires with union membership and payroll deduction materials, or links to their electronic counterparts, in their initial employment packet. The authorization form may be accessed here:

<http://www.seiu509.org/join/joinhighered/>

10.6(c) Revocation. An Employee may, through written notice to the Union or the University's Labor Relations Director, revoke their dues or agency fee authorization within fifteen (15) days before or after

10.6(c)(1) the annual anniversary date of their signed authorization form, or

10.6(c)(2) the termination of this Agreement.

10.6(d) **Notification.** Materials voluntarily completed by the Employee and returned to the University, including dues and agency fee authorization forms and revocations thereof, shall be promptly remitted to the Union.

10.6(e) **Remission of Funds.** On or about the fifteenth (15th) of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until the Employee is no longer a member of the bargaining unit or until they revoke their dues authorization as per Section 10.6(c).

10.6(f) **Accompanying Information.** At the same time as the University remits all authorized deductions to the union for bargaining unit members, it will transmit to dues@seiu509.org one Microsoft Excel spreadsheet containing the information listed below for each employee, all combined on one (1) sheet, with each data point in its own column, and with one row per employee (for non-Directory information listed below, as determined by the University in its sole discretion, the data below will be provided for Employees who have executed a FERPA waiver set forth in Article 2):

10.6(f)(1) Legal first name;

10.6(f)(2) "Lived" or "Display" first name;

10.6(f)(3) Legal last name;

10.6(f)(4) BUID;

10.6(f)(5) Job title;

10.6(f)(6) Dates on which the deduction is based;

10.6(f)(7) Rate of pay, whether hourly or per semester;

10.6(f)(8) Earnings on which the deduction is based;

10.6(f)(9) Amount of dues deducted;

10.6(f)(10) Amount of agency fee deducted; and

10.6(f)(11) Amount of COPE contribution deducted.

10.7 Redress for Missing or Incorrect Deductions. The Union may report missing or incorrect deductions to the Labor Relations Director or designee in writing as they become known and shall encourage the members of the bargaining unit to raise any errors with dues, fees, or contribution deductions in a timely manner.

10.7(a) Correction. To the extent permitted by state and federal law, the University will correct payroll deductions processed incorrectly and will endeavor to correct a payroll deduction error of which it becomes aware—whether through its own review or by notification of an Employee or the Union—during the next pay period, or within a reasonable amount of time based on administrative requirements and the circumstances.

10.7(b) Liability. At no time shall the liability for dues or fees owed by the Employee to the Union become the financial liability of the University.

10.8 Indemnification. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions, or proceedings by an Employee arising out of or by reason of action the University takes pursuant to this Article.

ARTICLE 11 – APPOINTMENTS, ASSIGNMENTS, AND TRANSFERS

11.1 Offers of appointment to an Employee in the bargaining unit shall be made by the University in writing which, among other information, will contain the Employee's assigned neighborhood and supervisor. If the Employee accepts the position, the University will provide the employee with a Memorandum of Understanding, as outlined below.

11.2 Minimum Length of Appointment. Absent extenuating circumstances, such as when the appointment is to support individuals who are residing in non-University housing (e.g., a hotel), or if an employee is hired to fill a vacancy, offers of appointment or reappointment to an Employee position shall be for a minimum length of one (1) academic year, except as outlined below. Nothing in this Article shall prevent or discourage the University from making appointments or reappointments that exceed one (1) year.

11.3 Semester Appointment Request. Returning RAs, GRAs, and GHAs may indicate their preference to have a one semester appointment for the upcoming academic year when they

complete their Intent to Return form. The University will endeavor to match Resident Assistants requesting a one semester appointment (e.g., fall) with a Resident Assistant requesting a one semester appointment in the opposite semester (e.g., spring), however, it remains within the University's sole discretion as to whether it grants such a request. If the University decides to rescind its offer of employment due to the employee's inability to work for the entire appointment length, such decision is not grievable. Requests for shorter appointments will not be granted to new applicants, or RAs, GRAs, or GHAs in their first year of employment with Residence Life.

11.4 **Timelines.**

11.4(a) **Appointments.** The University will notify Employees in the initial round of hiring each Spring, of their Fall or academic year appointment by March 31. Employees in the second round of hiring each Spring will be notified by May 31. Employees who are appointed only for the Summer term will be notified by April 15. Nothing in this Article shall preclude the University from offering newly available employment opportunities or from notifying employees about their appointments after the normal deadlines.

11.5 **Memorandum of Understanding.** The Memorandum of Understanding shall include the following information:

11.5(a) Job title;

11.5(b) Effective start and end dates of the job;

11.5(c) A general description of the job;

11.5(d) Management's expectations including, but not limited to, that the Employee:

11.5(d)(1) Remain enrolled in a full-time, degree-seeking academic program at Boston University for the length of their assignment.

11.5(d)(2) Have and maintain a 2.70 cumulative grade point average.

11.5(d)(3) Remain in good academic, financial, and judicial standing with Boston University.

11.5(d)(4) Live in the residence to which the Employee has been assigned.

- 11.5(d)(5) Work on-call and office shifts, as assigned, throughout the period that the residences are open.
- 11.5(d)(6) Complete administrative tasks and duties including but not limited to weekly reports, Incident Reports, BURE post-strategy forms, and self-evaluations by the assigned due date and time.
- 11.5(d)(7) Encourage and facilitate participation in events that connect students to Boston University traditions and build a sense of community.
- 11.5(e) Information regarding any mandatory orientation and/or trainings, including safety training and mandated reporter training, to the extent known. If, at the time the Memorandum of Understanding is extended, these requirements are unknown, the Employee will be informed as soon as practicable.
- 11.5(f) General information about compensation for the role including:
 - 11.5(f)(1) Stipend amount;
 - 11.5(f)(2) the dining plan employees are provided; and,
 - 11.5(f)(3) the room fee waiver.
- 11.5(g) Response requirements, if any, including deadlines; and
- 11.5(h) A statement reading, "The work pursuant to this job assignment is covered by a Collective Bargaining Agreement between Boston University and the Service Employees International Union (SEIU), Local 509. This contract sets forth some of your rights and responsibilities as a member of this bargaining unit. For more information about your union, visit www.seiu509.org or email highered@seiu509.org. You may access the Collective Bargaining Agreement at <http://www.seiu509.org/members/higher-education/>. The Union shall notify the University of any changes to URLs or email addresses, as necessary.

ARTICLE 12 – WORKLOAD AND SCHEDULING

12.1 No Employee shall be compelled or pressured to work more than an average of twenty (20) hours per week when classes are in session as part of their employment. The Union acknowledges that the specific hours worked each week will fluctuate due to the nature of their work. It is

understood that Employees will work more than twenty (20) hours per week at some points including but not limited to periods of time used for training programs, opening and closing of residence halls, special activities, and campus crises or emergencies. Employees will work less than twenty (20) hours per week at other points in time. Days or weeks on which Employees are released from all work expectations (e.g. during University holidays or recesses) and during periods when Employees are sleeping and/or not performing any work during on-call shifts, shall neither be counted as hours worked, nor towards the aforementioned twenty (20) hour per week average. Consistent with federal law, international students may not work more than an average of twenty (20) hours per week when classes are in session.

12.2 As part of their responsibilities, Employees are expected to maintain a consistent presence within their communities and to be available and able to respond to their work duties and resident needs, as required and requested. They are similarly required to get to know every resident on their floor, house, or community. As Employees provide support even when they are not on-call. Employees who are not on-call must request to be absent from campus and their community for more than twenty-four (24) hours. Supervisors, in their sole discretion, have the right to approve, deny, or modify such requests.

12.2(a) **Work Required During Recesses.** Excluding residences that remain open during recesses which require normal staffing during those periods, if coverage is needed during University Recesses, the University will first ask for volunteers needed to work over the recess. If there are not a sufficient number of volunteers, the University will assign Employees to cover the recess.

12.2(b) **Travel Expenses.** Employees who are requested by a manager or supervisor to return to campus earlier than the normal and already scheduled return dates from a University recess, may seek reimbursement for reasonable and additional travel expenses that are over and above what they already paid, in fulfilling that specific request. To qualify for reimbursement, expenses must be beyond those that would have been incurred had the request for recess services not been made and fulfilled. This paragraph does not apply to scheduled return dates that occur before the semester or class schedule commences. This paragraph only applies to already-purchased travel plans that must be changed due to the University's changing the schedule.

12.2(c) **Religious Holidays.** Employees will be granted approved time off from work to observe their religious holidays which do not coincide with the holidays that are officially observed by Boston University unless providing such time off as a religious accommodation would create an undue hardship. Such accommodations shall be determined on a case-by-case basis. An Employee will inform their

Supervisor of any such religious holiday(s) they observe, including the calendar date(s), before the start of the semester or, if those dates have not yet been established before the start of the semester, when the dates are established, so that the Supervisor may make alternative plans to cover their work, if possible. Employees may be assigned make up work missed during such absence.

12.3 **On-Call Shifts.** Employees will be assigned to work on-call shifts to respond to emergencies and incidents which occur outside of normal business hours. The University will provide advance notice of on-call shifts. The University does not cede its Management Rights to modify shift schedules according to business needs.

12.3(a) **Reporting to Office.** Employees on call may be required to report to their Residence Life offices during assigned times. The University will provide advance notice of the specific times and expectations.

12.3(b) **On-Call Radius.** Employees assigned to on-call shifts must be able to respond to resident concerns or student crisis immediately. Therefore, employees who are on-call must remain physically present within a certain radius, determined by the University, of their neighborhood during their shift to be able to respond within the required timeframe.

12.3(c) **Shift Swap.** A Joint Labor-Management Committee with three (3) representatives from the University and three (3) representatives from the Union will convene during the Fall 2024 semester to establish a system to facilitate possible trading of on-call shifts amongst Employees in a specific neighborhood. This purported system may include enabling:

12.3(c)(1) Employees to request a substitute for an upcoming shift;

12.3(c)(2) Employees to state a reason for the request, if desired;

12.3(c)(3) Other Employees to indicate their willingness to work the shift; and,

12.3(c)(4) Subject to supervisory approval, the ability to trade shifts.

12.3(d)(5) **Equitable Scheduling.** Employees with substantially similar assignments may have similar workload expectations, and workload and assignments will be distributed as equitably as practicable.

12.4 **Materials Distribution.** Employees should check their mailboxes frequently and not less than once every three (3) days. If urgent materials for posting must be distributed on shorter notice, Employees will be notified by email to check their mailboxes. In such cases, a manager should endeavor to note in the email subject that the contents are “URGENT” or “IMPORTANT”.

ARTICLE 13 – PERFORMANCE EVALUATIONS

13.1 **University’s Discretion.** Except as outlined herein, performance evaluations of Employees are within the sole discretion and purview of the University. The University will solely determine how it measures, evaluates, and determines the performance of all workers at the University, including members of this bargaining unit.

13.2 **Employment Feedback.** Supervisors shall provide regular feedback to Employees on the work they perform, including advice, guidance, and support on how to improve their performance. Flexibility in such feedback is encouraged, so as to address the broad nature of work performed by Employees and their individual needs.

13.3 Notwithstanding the flexibility encouraged in Section 13.2, the following minimum standards shall be met by the Employee’s Supervisor:

13.3(a) **Early Intervention.** If a Supervisor has reasonable concerns about an Employee’s performance, the Supervisor shall meet with the Employee as soon as practicable to discuss those concerns and provide the necessary guidance and support for the Employee to improve their performance.

13.3(b) **Written Feedback.** Supervisors shall provide written feedback to each Employee they supervise at least once per year (which may include at the conclusion of the year). At least sixty (60) days after the receipt of their initial evaluation, Employees may request and will receive one (1) additional evaluation in writing each year, which will be provided within a reasonable period following their request.

13.3(b)(1) The University will make its performance evaluation form used in the evaluation process, available to all Employees and to the Union at the commencement of the academic year. If the University makes changes to the form, it will provide the updated materials to the Union and, upon request, shall meet with the Union prior to implementing any changes to discuss them. Changes to the form may not go into effect

mid-semester or term, except by mutual agreement between the University and the Union.

13.3(c) **Constructive Feedback.** Feedback will include an emphasis on encouragement, and/or the development of skills, and/or practices, and/or techniques, as appropriate.

13.3(d) **Right to Meet.** The Employee may request and receive a meeting to discuss the written feedback provided by the Supervisor.

13.4 **Performance Disputes.** The underlying performance evaluation (and/or the exchange of feedback), and how the University measures, evaluates, and determines the performance are not subject to the Grievance, Arbitration, and Mediation provisions of this Agreement.

ARTICLE 14 – PERSONNEL RECORDS

14.1 **Records.** The University will maintain employment records for Employees; such records shall be kept separately from educational records, and shall be referred to hereafter as their personnel record. Such records shall include, but not be limited to:

14.1(a) Appointment and assignment letters;

14.1(b) Written performance feedback; and

14.1(c) Disciplinary records, including any written warnings or reprimands.

All materials issued by Supervisors shall be signed and dated.

14.2 **Copies and Comments.** The University shall notify an Employee within 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. The University may require the Employee to sign the item to acknowledge receipt, but such signature does not necessarily constitute agreement or disagreement with its contents. An Employee has the right to comment on any materials in their personnel file which they believe to be inaccurate or incomplete, and such comment shall become a part of that file for as long as the file is maintained. It is understood that the presence of such comments in the file does not imply agreement with the comments on the part of the University.

14.3 **Records Access.** An Employee may receive a copy of their personnel record within five (5) business days upon written request to the Director of Residence Life (or their designee). Employees are not permitted to review their personnel record, or receive a copy of their

personnel record, on more than two (2) separate occasions in a calendar year, not including a review caused by the placing of information in the personnel record as outlined in Section 14.2.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

15.1 Academic Matters Exempted. Decisions about academic matters – including but not limited to failure to make adequate academic progress, or allegations that an individual has violated the University’s academic misconduct policies – shall be at the University’s sole discretion and shall not be subject to Article 16 (Grievance, Mediation, and Arbitration).

- 15.1(a) The Union acknowledges that an individual who ceases to be a student at the University cannot continue to serve as an Employee, except in the case of a current or former Employee who graduates in the Spring semester and serves in the Summer term(s) of that same calendar year or when a current or former Employee’s graduation date precedes the cessation of their Employment. Employment in these unusual cases is at the sole discretion of the University.
- 15.1(b) The Union acknowledges it has no right to interfere with or grieve decisions regarding student or academic status, non-work related discipline, or discharge or suspension resulting from non-job related discipline, including such decisions that may impact a student’s employment.

15.2 Right to Discipline. The University reserves the right to discipline and/or discharge Employees for reasons of just cause. Discipline may include verbal warnings, written warnings, unpaid suspensions, or discharge. An Employee will not be disciplined, suspended without pay, or discharged without just cause. Discipline, as used in this Article, refers to adverse employment actions taken based on job-related misconduct or job-related poor- or non-performance, and not to determinations by the University to dismiss an Employee from the University or take an adverse action against an Employee for academic reasons including but not limited to grades, academic probation, academic assessments and academic integrity decisions or for non-job related disciplinary reasons.

15.3 Remedial Measures. The University, in its sole discretion, may, but is not required to, in addition to and/or prior to issuing disciplinary action, attempt reasonable remedial measures with which the Employee must comply.

15.4 Types of Discipline. Employees may not be disciplined by changes to their work assignments, including but not limited to the assignment of additional on-call shifts, changes to their neighborhood or number of residents, or the revocation of a previously approved transfer request, except by express written agreement of the University and the Union. The University maintains these rights in non-disciplinary situations in accordance with Article 7 (Management Rights) and in non-work disciplinary situations. Discipline for purposes of this Article shall not include performance reviews. However, violations of University policies by Employees may subject them to disciplinary action up to and including termination of employment.

15.5 Paid Administrative Leave. At the discretion of the University, an Employee may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline or to prevent potential harm by the continued presence of the Employee. Being placed on paid administrative leave is not considered a form of discipline.

15.6 Notification to Union. The University will notify the Union within two (2) business days of any disciplinary action taken against an Employee or any remedial measures implemented.

15.7 Grade Point Average or Index. Employees will be given one (1) full semester, not including Summer Term, to increase their grade point average (GPA) and/or grade point index (GPI) to meet the standard for employment if it falls below the minimum required. This period may be extended at the University's sole discretion; if the University decides not to extend this period, such decision is not grievable. If an Employee fails to meet the grade point average or index standard for employment after such period, the Employee will be ineligible to serve as an RA/GRA/GHA. If the University discharges the Employee for this reason, such action shall not be grieved. This Paragraph does not apply to Employees that are placed on academic probation by the University.

ARTICLE 16 – GRIEVANCE, MEDIATION, AND ARBITRATION

16.1 A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement. This is the sole and exclusive procedure for the resolution of Employee grievances under this Agreement.

16.2 General Provisions.

- 16.2(a) Failure by the Grievant or the Union to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance, and the grievance shall be deemed waived by the Employee and the Union.
- 16.2(b) All time limits herein can only be extended by mutual agreement expressed in writing.
- 16.2(c) Any grievance filed by the Union on behalf of two or more Employees may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.
- 16.2(d) Failure of the Union to provide copies of the grievance in Step 1, Step 2, or Step 3 to the Director of Labor Relations in addition to the other designated University representative(s) shall not be grounds to dismiss or not proceed with the grievance.

16.3 Presentation of Grievance. An Employee or the Union shall present a grievance within twenty (20) business days after the grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

16.4 Grievance Steps. The following steps shall be followed in the processing of grievances:

16.4(a) Step 1. Grievances filed at the Step 1 level must be filed with the Employee's supervisor (or the respective authorized designee), and simultaneously filed with the University's Director of Labor Relations (or authorized designee). Within 10 business days of receipt of the Step 1 grievance, the Employee's supervisor shall meet with the Employee to discuss the grievance. If the grievance is not satisfactorily adjusted within ten (10) business days from the grievance discussion with the Supervisor, the Union may file a grievance at Step 2 if the Union deems the matter to be meritorious and chooses to proceed further.

16.4(b) Step 2. Grievances filed at the Step 2 level must be filed within ten (10) business days following the issuance of the Step 1 decision. The Step 2 grievance must be filed with the Associate Director of Residence Life (or the respective authorized designee), and simultaneously filed with the University's Director of Labor Relations (or authorized designee). If the grievance is filed within the time limits, the Area Director (or authorized designee) shall conduct a Step 2 meeting within ten (10) business days of the receipt of the written appeal. If the grievance is not resolved at the Step 2 meeting, a written response will be rendered by the University within ten (10) business days of the Step 2 meeting.

16.4(c) Step 3. Grievances filed at the Step 3 level must be filed within ten (10) business days following the issuance of the Step 2 decision. The Step 3 grievance must be filed with the University's Associate Director of Residence Life (or authorized designee) and simultaneously filed with the University's Director of Labor Relations (or authorized designee). If the grievance is appropriately filed within the time limits, the Associate Director of Residence Life (or authorized designee) shall conduct a Step 3 meeting within ten (10) business days of the receipt of the written appeal. If the grievance is not resolved at the Step 3 meeting, a written response will be rendered by the University within ten (10) business days of the Step 3 meeting.

16.5 University's Right to Grieve at Step 3. The University may present a grievance initially at Step 3 by notice in writing, addressed to the Union at its offices. The Union shall respond within ten (10) business days.

16.6 Failure to Appeal/Failure to Respond. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. Failure on the part of either party to answer a grievance at any step shall not be deemed acquiescence, and the grieving party may proceed to the next step.

16.7 Mediation. The parties may, by mutual consent, take any grievance to mediation before the grievance reaches arbitration. The party requesting mediation must notify the other party in writing of its request to mediate; the receiving party shall reply within ten (10) business days of the request. Failure to reply shall be construed as refusal to mediate at that time. The parties mutually agree to use the assigned Federal Mediation and Conciliation Service (FMCS) mediator. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will make good faith efforts to resolve the grievance.

16.8 Arbitration. A grievance not resolved by Step 3 or through the mediation process may be appealed to arbitration by the University or the Union by giving written notice to the other party and the American Arbitration Association within twenty (20) business days of the last grievance decision (or, if no decision is rendered, the date it was due), mediation meeting, or refusal to mediate, whichever is later. The selection of the Arbitrator shall be in accordance with the rules of the American Arbitration Association.

16.8(a) Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.

16.8(b) The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article. The Arbitrator shall have no authority to add to, subtract from, modify, or amend in any way the provisions of this Agreement.

16.8(c) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.

16.8(d) The decision of the Arbitrator shall be final and binding upon the Union, the University, and the individual Employee(s), although each side retains whatever rights it has under federal law to challenge the decision and award.

16.8(e) The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University with respect to the University's exercise of management rights under this Agreement.

16.9 No Penalty for Attending Grievance Meetings. If an Employee must miss a work shift or other work obligation because they are required to attend a grievance, mediation, or an arbitration hearing, their absence will be excused and there will be no loss of compensation from the University for that Employee.

ARTICLE 17 – COMPENSATION

17.1 Stipends.

17.1(a) Each Employee shall receive a stipend of one thousand seven hundred dollars (\$1,700) per semester, and half of that amount for each summer term (Summer I and Summer II). Residence Life may pay more than the minimum rate at its discretion, so long as all Employees are paid the same rate.

17.1(b) An Employee must have rendered services, or still be employed as a bargaining unit member, to receive any given weekly payment. All stipends will be paid over the course of the semester on a weekly basis.

17.2 Meal Allowances. Employees shall be provided a meal plan guaranteeing at least three (3) meals per day during the period of employment, usable at the dining hall except during Summer term when the meal plan may offer as few as nineteen (19) meals per week.

17.3 Housing Allowances. The University agrees to credit the student account of each Employee covered under this agreement with the cost of the room in which they have been assigned to live for the period in which the Employee is employed as a member of the bargaining unit. This credit will be made on a per semester or term basis. The room provided by the University will be in the Employee's coverage area.

ARTICLE 18 – PAY DAY

18.1 Timely Pay. Employees shall be paid on a timely basis, in accordance with the University's normal business operations, provided the Employee has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

18.2 Pay Stubs. Employees shall receive an itemized pay stub; this shall normally be available in electronic form. Pay stubs shall include detailed tax information relevant to the specific pay period.

18.3 Weekly Pay. Employees shall be paid according to the University's weekly pay schedule, which is published on the Boston University payroll website. Any changes to this schedule following its initial publication shall be communicated to all Employees no less than thirty (30) days before they take effect.

18.4 Direct Deposit. The University pays employees through Direct Deposit. Employees are required to provide their bank information in order for pay to be electronically deposited.

ARTICLE 19 – TRAINING

19.1 Upon hire, all Employees covered by this Agreement shall receive on-boarding, employee orientation, and other training for the position for which they have been hired, including but not limited to training sessions on all equipment and software used, as well as training related to operations, standards and applicable policies. Employees are required to participate in training as a condition of their employment. For purposes of this Article, training does not include regular training and development sessions incorporated into weekly staff meetings unless otherwise specified. In order to promote leadership and public speaking skills, an Employee may be offered the opportunity to lead one or more training sessions, which the Employee can accept or decline at their discretion.

19.2 **Scheduling.** The University will provide all calendar dates for orientation training to Employees before Employees sign their employment agreements for the following year. These dates remain subject to change, but the University will notify Employees as soon as changes, if any, are made. An Employee shall not be penalized for failing to attend any portion of orientation training that conflicts with other formal commitments (e.g. travel, work, medical, academic, judicial, etc.) which the Employee made following notification of the original calendar dates and prior to notification of the new dates; however, employees that are unable to attend all or part of training due to previous commitments outlined above are nevertheless responsible for obtaining the information provided during training.

19.2(a) The University will provide the daily schedule for orientation training, including indicating the sessions that will cover sensitive content (defined as sexual assault, suicide, and self-harm), no later than seven (7) calendar days before the start of training. The content and/or subjects of such training may be changed at the University's discretion, but Employees will be notified of any changes regarding the inclusion of sensitive content as soon as practicable but, unless not feasible, at the latest twelve (12) hours before the event containing the content commences.

19.3 **Content and Framing.** Employees will be trained on the policies and procedures the University identifies as necessary to perform their work responsibilities. To the extent feasible, and as outlined above, the University will provide advance notice that potentially sensitive topics will be addressed. Upon request and at the University's sole discretion, sessions for which the University has provided this notice may be held in hybrid format (both in person and online) or remotely to allow Employees to discretely remove themselves from the session. A claim that the University failed to provide any or sufficient notice regarding the discussion of a sensitive topic, or that the issue should have been addressed better or differently, shall not be subject to the grievance and arbitration provisions of this Agreement.

19.3(a) **Optional Training Unrelated to Employment Expectations.** If the University decides to provide optional training to University employees and/or students on health and safety measures, Employees may attend at no personal cost. Unless the University decides otherwise, Employees shall not be required or expected to use this training as part of their job expectations. Any such changes to these job expectations shall be subject to effects bargaining. For purposes of this Article, Optional training topics include the following:

19.3(a)(1) NARCAN;

19.3(a)(2) Alcohol overuse;

19.3(a)(3) CPR, and

19.3(a)(4) QPR (question, persuade, refer) for suicide prevention.

19.3(b) **Training for Returning Employees.** In the University's discretion, different or additional training may be provided for returning Employees. While the content of such training will be determined by the University, it may include training on office tasks, an abbreviated or modified training schedule, additional training topics beyond those offered in initial training, and/or a more in-depth approach to topics previously covered.

19.3(c) **Training for Graduate Resident Assistants.** Graduate Resident Assistants will receive specialized training appropriate to their roles, as determined by the University. This may include but is not limited to training on how to lead a team, how to create a good work environment, and effective coaching or mentoring techniques.

19.3(d) **Training for Graduate Housing Assistants.** Graduate Housing Assistants will receive specialized training appropriate to their roles and the needs of their graduate student residents as determined by the University. In addition to GHA training, Graduate Housing Assistants may be expected to participate in aspects of Graduate Resident Assistant and/or Resident Assistant training.

19.4 **Employee Advisory Board on Training.** Each academic year, the Union will designate an Employee advisory board on training consisting of up to six (6) Employees. The advisory board will collect and provide Employee feedback on existing training, identify additional training needs, and make recommendations on all aspects of training, including but not limited to scheduling, activities, content, framing, modality, and speakers. The board may also make recommendations

on training and development sessions incorporated into weekly staff meetings. It will be in the University's discretion whether to implement any such recommendations.

ARTICLE 20 – BENEFITS

20.1 **Student Benefits.** The parties acknowledge that students receive a number of benefits as enrolled students of the University. The University will offer these benefits on the same basis as they are offered to other similarly situated University students, subject to the University's right to amend or discontinue these benefits. The University will notify the Employees of where they can receive additional information about their benefits.

ARTICLE 21 – ACCESS NEEDS

21.1 The University recognizes its obligation to consider and engage in the interactive process when an employee with a disability seeks an accommodation to allow that employee to perform the essential functions of the position, and to determine the reasonableness of such requests. The University will comply with all such applicable state and federal laws regarding the same.

21.2 **Access Needs and Accommodations.** Disability and Access Services (DAS) processes workplace access needs and accommodations for student employees. Employees seeking workplace accommodations should contact DAS. If the University determines, in its sole discretion, that another department will process those requests, it will notify the Union of such change.

21.3 Employees seeking a workplace accommodation who previously submitted documentation for academic accommodations can refer the University to that information. If the University determines that the existing documentation previously provided is sufficient, Employees will not be required to provide additional documentation concerning their request for a workplace accommodation. However, nothing in this Article restricts the University from requiring additional information related to a workplace accommodation request and such information must be provided by the Employee.

21.4 Employee access needs will be considered when determining room assignments.

21.5 Employees will be advised of opportunities to join ResLife committees that are charged with discussing and implementing various operational tasks and where issues of access needs can be raised.

21.6 **Proactive Access.** The University shall endeavor to meet the access needs of its employees at events which Employees are required to attend.

- 21.6(a) The University will make a good faith effort to meet reasonable access needs of Employees, provided those needs are identified at least two (2) weeks prior to the event, or within three (3) days of notification to Employees of the event, whichever is later. If the University is unable to meet the access needs of an Employee, that Employee may be excused from attending the event, depending on the circumstances and after the Employee has met with their supervisor to discuss.

ARTICLE 22 – WAIVER

22.1 No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by both the University and the Union.

22.2 If either party modifies, waives, or discharges any breach of, or compliance with, any condition or provision of this Agreement by the other party, such waiver will not be considered a waiver of any other condition or provision, or of the same condition or provision at another time.

22.3 Notwithstanding the foregoing, nothing in this Article shall prevent either party from presenting the parties' practices under the provisions of this Agreement to assist an Arbitrator to interpret the meaning of any provision of this Agreement.

ARTICLE 23 – CONFORMITY TO LAW, SEPARABILITY

23.1 It is the intention of the parties that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are subject to applicable federal, state and local law, and are separable. If any provision of this Agreement shall be found to be invalid because of conflict with any applicable federal, state or local law, such invalidity shall not affect any of the remaining parts of this Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it, and, upon thirty (30) days' written notice from either side, the parties may agree to renegotiate any provision that has been invalidated.

ARTICLE 24 – DURATION

24.1 This Agreement shall be in full force and effect from the date of ratification to August 1, 2027. It shall continue from year to year thereafter unless a) written notice to terminate this Agreement is served by either party upon the other by email OR certified mail, return receipt requested, and b) such notice is received no later than May 1, 2027, in which event this Agreement shall terminate at midnight of August 1, 2027, unless renewed or extended by mutual written agreement signed by the parties.

24.2 If notice of termination is given as provided for, negotiations for a new Agreement shall begin within thirty (30) calendar days of the receipt of such notice.

TRUSTEES OF BOSTON UNIVERSITY

Gloria Waters
Gloria Waters (Oct 9, 2024 12:41 EDT)

Gloria S. Waters
University Provost & Chief Academic Officer

Jason Campbell-Foster

Jason Campbell-Foster
Dean of Students

David Zamojski

David Zamojski
Senior Associate Dean of Students

Hilary Caron

Hilary Caron
Interim Director of Residence Life

Maggie Sawada

Maggie Sawada
Interim Associate Director for Student &
Staff Development

David Ossam
David Ossam (Oct 9, 2024 11:37 EDT)

David Ossam
Director of Labor Relations

Daniela Perez
Daniela Perez (Oct 9, 2024 11:07 EDT)

Daniela Perez
Labor Relations Manager, Data Analytics

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 509, CTW

By: *Anne Balay*
Date: 30 September 2024