

2001-2004

AGREEMENT

BOSTON UNIVERSITY

and

LOCAL 285

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO

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## ARTICLE 1

### Recognition

The Trustees of Boston University recognize Local 285, Service Employees International Union, AFL-CIO, as the exclusive collective bargaining representative of all regular, full-time, professional, non-supervisory librarians in the ranks of Librarian I, Librarian II, and Librarian III, employed at the Mugar Memorial Library and the Libraries of Astronomy, Educational Resources, Chemistry, and Science/Engineering at the Charles River Campus, but excluding guards, watchmen, supervisors, other professional employees, confidential employees, all technical and clerical employees as defined in the Act, and temporary, seasonal, casual and student employees.

## ARTICLE 2

### Maintenance of Membership

All employees covered by this Agreement who are members of the Union on the date of its ratification by the Trustees of Boston University shall maintain their membership in the Union for the duration of the Agreement as a condition of continued employment, except that any such employee may withdraw from membership in the Union by so notifying the Union in writing within thirty (30) days after the date of ratification by the Trustees.

All other employees who are covered by this Agreement on the date of its ratification by the Trustees, or who thereafter become covered by this Agreement, are not obligated to join the Union as a condition of continued employment, but any such employee who after the execution date of this Agreement elects to join the Union shall maintain his/her membership therein for the duration of the Agreement as a condition of continued employment.

## ARTICLE 3

### Dues Checkoff

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

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

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

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

## ARTICLE 4

### Notification

Upon signing of this Agreement, the University will furnish the Union with a current list of bargaining unit employees showing the classification, job title, department, rate of pay and date of hire of each.

Every two (2) months, the University will transmit to the Union the name, classification, job title, department, rate of pay and date of hire or date of change of any newly hired, transferred or promoted bargaining unit employee; it will also transmit the name of any bargaining unit employee whose employment has terminated and the date of termination.

## ARTICLE 5

### Union Rights

Section 1. The University agrees to recognize one (1) Union steward and one (1) alternate steward for the bargaining unit, each of whom shall be duly designated by the Union and act as its agent. The Steward and one (1) elected officer of the Union shall be entitled to spend up to three (3) hours per month with pay to carry out the terms of this Agreement.

Section 2. The elected officer referred to in Section 1, the Steward and the alternate Steward of the Union shall be entitled to contact bargaining unit employees at work on matters regarding the administration of this Agreement, provided that the Director of Mugar Library or his/her designee is notified in advance and there is no interference with University business.

Section 3. Members of the bargaining unit shall be permitted to wear Union badges, pins and stickers.

Section 4. Authorized representatives of the Union shall have access to appropriate University premises during regular working hours for the transaction

of Union business and to ascertain if the provisions of this Agreement are being complied with, provided such access does not interfere with University business and prior notification is given to the Director of Mugar Library.

Section 5. The University will permit the Union to post notices of its meetings and its activities on one (1) bulletin board whose location will be selected by the Union and approved by the University.

Section 6. University meeting facilities may be used for Union activities, upon written approval of the Department Head of the Office of Personnel and subject to the same regulations which apply to other non-University, non-sponsored groups who wish to use University facilities.

Section 7. Article 31 A (Personal Leave) will apply to a leave of absence without pay to perform Union business.

## ARTICLE 6

### Management Rights

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

## ARTICLE 7

### No Discrimination

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

## ARTICLE 8

### No Strike/No Lockout

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

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

B. It is the intention of the parties to resolve issues through peaceful means. Both parties agree that the appropriate means for resolving differences are the negotiations process, the grievance and arbitration procedures, or any other agreed upon labor/management mechanisms included in the collective bargaining agreement between the parties. Therefore, during the term of this Agreement or any extensions hereto, there shall be no strikes, work stoppages, slowdowns, picketing, leafleting, handbilling, public demonstrations or any interference with the operation of the University.

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

1. An expedited arbitration procedure may be invoked by the University and shall be commenced upon oral notice, confirmed in writing, to the other party and to the person thereafter designated as arbitrator in the manner provided below. The arbitrator shall hold a hearing as expeditiously as possible, but in no event later than twenty-four (24) hours after receipt of said notice. If the Union

has promptly disavowed the activity complained of and is using its best efforts to bring that activity to a halt, the hearing will not be held until the end of this twenty-four (24) hour period.

2. The arbitrator's decision shall issue within three (3) hours after the conclusion of the hearing unless the University agrees to waive this time limitation. The arbitrators appointed by the parties for the purpose of this expedited arbitration procedure are (1) Lawrence Holden, (2) Eric Schmertz, (3) James Healy. These arbitrators shall be called in the order in which they are listed and arbitration proceedings under this provision shall be held on the University's premises, or at such other place as may be designated by the arbitrator. In the event all three of the above arbitrators inform the parties that they are unavailable, the parties must select another arbitrator within four (4) hours and failing such mutual designation, the Federal Mediation and Conciliation Service may be requested by either party to designate an arbitrator, which designation must be made within four (4) hours of the request. All fees and expenses of the arbitrator shall be borne by the losing party, who shall be designated as such by the arbitrator. All other costs of the expedited arbitration shall be borne by the party incurring them.
3. The arbitrator shall have the authority to direct the Union and/or the employees to cease and desist from violating this Article and to order such other steps to be taken as necessary to bring about compliance with his decision and the requirements of this Article.
4. Should the Union and/or the employees fail to abide immediately with the decision of the arbitrator, the Union and the employees

hereby consent to the entry of a temporary restraining order, preliminary injunction, and/or permanent injunction enjoining and restraining the conduct found invalid immediately upon knowledge of the filing of court papers requesting such relief and without regard to formal service thereof.

D. The University may discharge or otherwise discipline employees who violate the provisions of Paragraphs B or C of this Article. An issue of fact as to whether an employee engaged in, participated in or encouraged any of the conduct prohibited in Paragraphs B or C of this Article may be submitted through the grievance and arbitration procedure established by this Agreement, but unless an employee is shown not to have engaged in, participated in or encouraged any such conduct, the University's decision as to the appropriate discipline shall be final and binding on the Union and the employee. In addition, the Union shall be liable for damages for any violation of this Article.

## ARTICLE 9

### Job Descriptions

Every position within the bargaining unit shall have a job description. A job description shall be a concise and accurate summary of duties, responsibilities, and requirements of the job. If a job description does not accurately describe an employee's responsibilities and duties, the employee or supervisor may write a new or updated description, for approval by the Director of Mugar Library. It is understood that a job description may not be all-inclusive of any employee's job duties. Any assigned duties which are not included in the job description normally will be limited to the duties of a professional librarian. A complete set of job descriptions for bargaining unit positions shall be on file at the Mugar Administrative Office and at the Office of Personnel and shall be

available for examination and copying by any bargaining unit employee or Union representative.

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

## ARTICLE 10

### Workload and Temporary Assignment

An employee shall be expected to carry a reasonable workload. As the need arises, employees may be temporarily assigned to perform other bargaining unit duties. Temporary assignments will ordinarily extend no longer than three (3) months. In the event that an employee is required to take on such temporary assignments, his/her existing workload may be reduced after consultation with his/her supervisor. In cases when an employee has voluntarily assumed extra or additional duties at the request of his/her supervisor, he/she shall have the option of dropping such duties within one (1) month.

## ARTICLE 11

### Seniority

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

All new employees shall be considered probationary employees until they have been in the employ of the University for a period of six (6) months from the date of their employment. During their probationary period, employees shall have no seniority rights and may be terminated or transferred without explanation at the sole discretion of the University and without recourse to the grievance or arbitration provisions of this Agreement.

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

Loss of Seniority

Seniority will be lost when an employee:

- (a) Terminates voluntarily;
- (b) Is discharged for just cause;
- (c) Is laid off for twelve (12) consecutive months; or
- (d) Fails to return to work within two (2) weeks after receiving notification to return to work from layoff.

Time on layoff shall be counted in computing seniority under this Agreement.

ARTICLE 12

Employment and Transfer

Section 1, Job Posting. Descriptions of bargaining unit job vacancies shall be posted within Mugar Library at least five (5) working days prior to public posting and distribution. Job postings shall include the following information: the date of the posting and the date the posting expires; department; job rank; starting salary range; basic function and responsibility; accurate required qualifications, including any educational requirements and applicable equivalent experience; and number of hours in the workweek.

Prior to posting a vacancy in the Bibliographic Services Department or Catalogue Department, the department head will discuss with each member of the bargaining unit within the department who requests an opportunity for

discussion, the possibilities, if any, of redistribution of subject area assignments within the department. The department head will make whatever reassignments, if any, he/she deems to be in the best interests of the library and the University. The University will make every effort to fill posted vacant positions within a reasonable amount of time. If a vacancy is not filled in thirty (30) days, the Union, upon its request, shall be informed as to the reasons.

Section 2, Filling of Vacancies. Vacancies within the bargaining unit shall be filled according to the following criteria, except where these criteria interfere with the Affirmative Action provisions of this Agreement:

- (a) The University shall give first consideration for vacancies to present employees within the bargaining unit to the extent practicable before hiring new employees.
- (b) Seniority shall be a major factor in all decisions concerning filling of vacancies. Other factors shall include skill, ability, and experience. Where two (2) or more qualified candidates are relatively equal with respect to their qualifications, seniority shall determine the selection.

Section 3, Peer Interviewing. The University, at its discretion, may invite bargaining unit employees to participate in the interviewing process.

Section 4, Transfer. A transfer is an employee's move from one department to another, e.g., Bibliographic Services Department to Catalogue Department.

If, within six (6) months after a transfer, an employee who has transferred to a vacancy finds that job unsatisfactory, or if the employee's department head finds that the employee is unable to meet the basic job requirements, the University will make every effort to facilitate the employee's transfer to another position comparable to his/her former position.

## ARTICLE 13

### Grievance and Arbitration

The purpose of this Article is to establish a procedure for the settlement of grievances. Except as otherwise specifically stated elsewhere in this Agreement, the term grievance means any dispute between a bargaining unit employee and the University, or the Union and the University, that involves an alleged violation of or the application or interpretation of the provisions of this Agreement. The parties recognize that most disputes will be discussed and resolved between the employee and the employee's immediate supervisor, with or without the Union steward, and the parties will encourage such informal settlements.

An employee must file a written grievance with his/her immediate supervisor as quickly as possible, but not later than twenty (20) working days, after the occurrence of the alleged violation. The written grievance shall specify the provision or provisions of the Agreement claimed to be violated and the remedy requested.

Step 1. The aggrieved employee and the Union steward shall meet with the employee's immediate supervisor and department head to discuss the written grievance. Such meeting will be held within four (4) working days from the date the grievance was received by the immediate supervisor. A supervisor shall have four (4) working days after the meeting to respond in writing to the employee, with a copy to the steward. If the grievance is not resolved, it will be processed to Step 2 within four (4) working days.

Step 2. The employee and the Union steward shall meet with the Director of Mugar Library or his/her designee to discuss the written

grievance along with the immediate supervisor's written response. Such meeting will be held within four (4) working days from the date the grievance was received by the Director of Mugar Library. The Director of Mugar Library will have four (4) working days after the meeting to respond in writing to the employee, with a copy to the steward. If the grievance is not resolved, it will be processed to Step 3 within four (4) working days.

Step 3. The employee, Union steward, and Union representative shall meet with a designated representative of the Department Head of the Office of Personnel to discuss the written grievance. Such meeting will be held within seven (7) working days from the date the grievance was received by such representative. That representative shall have seven (7) working days after the meeting to respond in writing to the employee, with a copy to the steward. If the grievance is not resolved, it may be processed to arbitration. In the case of discharge or Union grievance, the grievance may be initiated at Step 3 if, not later than twenty (20) working days after the occurrence of the alleged violation, a written grievance which specifies the provision or provisions of the Agreement claimed to be violated and the remedy requested is submitted to the Department Head of the Office of Personnel.

The aggrieved employee and the Union steward each shall be paid at their regular rates of pay for periods of time spent actually participating in grievance proceedings held during their regularly scheduled work period.

If a grievance is to be arbitrated under Step 3 above, it must be submitted to arbitration within twenty (20) working days of the Step 3 response for

processing by the American Arbitration Association under its Labor Arbitration Rules, with a copy of the submission to the University.

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

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

Upon mutual agreement of the University and the Union, time limits specified in this Article may be extended.

Time spent by bargaining unit employees to prepare for arbitration and time spent at the arbitration itself shall not be paid by the University.

## ARTICLE 14

### Bargaining Unit Work

Employees outside the bargaining unit shall not do the work of employees within the bargaining unit except to the extent they have done so in the past. It is recognized by both parties that both bargaining unit and non-bargaining unit employees may perform the same tasks in meeting their respective responsibilities.

## ARTICLE 15

### Discipline and Discharge

The University may discipline or discharge an employee for just and good cause. Discipline shall be limited to warnings which shall explicitly state the reasons for the warnings.

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

## ARTICLE 16

### Sexual Harassment

The University recognizes that no employee shall be subject to sexual harassment. In this spirit it agrees to post in all work areas, a statement of its commitment to this principle. Sexual harassment means any unwanted sexual attention that is prohibited by Title VII of the Civil Rights Act of 1964, as amended. In the case of such harassment, an employee may pursue the grievance procedure for redress. Grievances under this Article will be processed in an expedited manner. If the grievance is settled and the employee does not want to return to his/her job, the employee shall be entitled to transfer to an

equivalent position at the same salary and grade, if a vacancy then exists for which he/she is qualified.

## ARTICLE 17

### Consultation on Working Conditions

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

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

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

Section 4. Consultation refers to the asking of advice or opinion of affected employees. The University will consider such advice and opinion in its decision; however, it is recognized that the University is not required to act upon it.

Section 5. The provisions of this Article will not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE 18

### Health and Safety

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

The University agrees to a Health and Safety Committee, composed of two (2) representatives each of the Union and University administration, to monitor and advise on health and safety issues, including heating, ventilation, air conditioning, noise, rodent and insect control, and lighting. The failure of the University to act on the recommendations of this Committee is not subject to the grievance procedure of this Agreement.

A thermometer shall be placed in each library department. If, in a crisis situation as determined by the Director of Mugar Library or his/her designee, the temperature in a work area impairs an employee's ability to do his/her job, the employee will be reassigned to another work area. If the employee is not reassigned, the Director of Mugar Library or his/her designee may allow the employee to leave with pay until the situation is corrected.

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

The University will make every reasonable effort to ensure that work station design is appropriate for video display terminal use. Toward this end, the University will provide all departments using video display terminals with a set of advisory guidelines on their appropriate installation and utilization.

Although research to date has not proven that video display terminals are a health and safety hazard, in recognition of employee concern about the potential adverse effects involving pregnancy, the University agrees that a pregnant employee, upon request, may be granted a Personal Leave up to three

(3) months under Article 31 A, which shall be in addition to any other leave under Article 31 for which she may be eligible.

## ARTICLE 19

### Personnel Records and the Employee's Right to Privacy

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

The University will verify:

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

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

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

An employee shall have the right to examine by appointment, and obtain a single copy of any materials in his/her personnel file kept in the Office of Personnel, except confidential communications to members of management. A terminated employee shall have the same right provided he/she exercises it within two (2) weeks after termination.

An employee will have the right to comment on any materials in his/her personnel file which he/she believes to be inaccurate or incomplete and such comment shall become a permanent part of that file for as long as that file is

maintained. It is understood that the presence of such comments in the file does not necessarily imply agreement on the part of the University.

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

## ARTICLE 20

### Salaries

#### A. Wage Increases

1. Effective November 1, 2001, all bargaining unit employees who are actively employed on this date will receive a market adjustment of one thousand four hundred dollars (\$1,400.00) . Effective January 1, 2002, the University will allocate an amount equal to three (3) percent of the payroll for bargaining unit members for the purpose of awarding performance increases. Non-probationary employees actively employed on December 31, 2001, will be considered for increases based on job performance.
2. Effective January 1, 2003, the University will allocate an amount equal to four (4) percent of the payroll for bargaining unit members for the purpose of awarding performance increases. Non-probationary employees actively employed on December 31, 2002, will be considered for increases based on job performance.
3. Effective January 1, 2004, the University will allocate an amount equal to four (4) percent of the payroll for bargaining unit members for the purpose of awarding performance increases. Non-probationary employees actively employed on December 31, 2003, will be considered for increases based on job performance.

For the first year of the contract, the average performance increase will be 3% and the individual increases will range up to 6%. For the second and third year of the contract, the average performance increase will be 4% and individual performance increases will range up to 8%.

The University will have the final authority as to which employees will receive performance increases and the amount of such individual increases as specified above. The University's decisions regarding the allocation of performance increases will not be subject to the grievance and arbitration provisions of this Agreement.

The University reserves the right to provide additional performance increases.

**B. Salary Ranges and Minimum Salary Rates**

Effective January 1, 2002, salary ranges for Librarian I, Librarian II, and Librarian III will be increased to the following:

<u>Rank</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Librarian I	\$34,100	\$38,400	\$42,600
Librarian II	\$36,300	\$45,400	\$54,600
Librarian III	\$40,400	\$50,500	\$60,600

Effective January 1, 2003, salary ranges for Librarian I, Librarian II, and Librarian III will be increased to the following:

<u>Rank</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Librarian I	\$35,500	\$39,900	\$44,300
Librarian II	\$37,800	\$47,300	\$56,800
Librarian III	\$42,000	\$52,500	\$63,000

Effective January 1, 2004, salary ranges for Librarian I, Librarian II, and Librarian III will be increased to the following:

<u>Rank</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Librarian I	\$36,900	\$41,500	\$46,100
Librarian II	\$39,300	\$49,200	\$59,100
Librarian III	\$43,700	\$54,600	\$65,500

Any employee whose salary rate is below the minimum rate indicated for his/her rank on the effective dates of these ranges will have his/her rate increased to the appropriate minimum rate.

C. Promotional Increases

Employees who are promoted to Librarian II shall receive a 5% salary increase or the minimum rate of Librarian II, whichever is greater. Employees who are promoted to Librarian III shall receive a 8% salary increase or the minimum rate of Librarian III, whichever is greater.

D. Additional Performance Increases

It is understood that no provision of this Agreement shall restrict the University in its right to grant additional performance increases at any time. Probationary employees will be considered for performance increases upon successful completion of their probationary period.

## ARTICLE 21

### Work Time Requirements

Section 1, Hours. The normal workweek schedule shall be thirty-five (35) hours, as established for each employee by his/her department head. The Union agrees that the duties and responsibilities of a professional librarian may go beyond the normal workweek schedule. Hence, an employee may, on his/her

own initiative, work beyond his/her normal workweek schedule. While the University reserves the right to set employee work schedules, the University also agrees to consider the personal needs and preferences of employees in setting such schedules.

Section 2, Meal and Rest Periods. Meal and rest periods shall be scheduled according to the workday established for each employee after consultation between the employee and the supervisor. Meal periods are unpaid.

Section 3, Course and Make-Up Time. An employee may be given the opportunity to take one (1) course per semester at his/her expense, provided the time missed is made up. Scheduling of make-up time will be arranged between the employee and supervisor. Compensatory time may be used as make-up time. Permission to take such courses and make-up time shall not be unreasonably withheld.

Section 4, Compensatory Time. Any employee who is scheduled, by his/her department head, to work a weekly schedule which is in addition to the normal weekly schedule established for the employee, shall be granted compensatory time off with pay in the same amount as the additional time worked. Such time off must be taken within four (4) months of the day on which it was earned, at a time approved by his/her department head.

## ARTICLE 22

### Tuition Remission

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

#### Employee:

One hundred (100) percent tuition remission for the first four (4) credit hours of courses per semester (graduate and undergraduate). Ninety (90) percent tuition remission for up to four (4) additional credit hours in any one (1) semester. Employees hired on or after July 1, 1985, must be employed on both the first and last official day of a given semester (or summer session) in order to be eligible for benefits for these semesters.

#### Spouse.

Fifty (50) percent tuition remission. Employees hired prior to July 1, 1985, must have completed four (4) months of service. Employees hired on or after July 1, 1985, must have completed twelve (12) months of service.

#### Dependent Children:

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

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

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

The University reserves the right to refuse to allow an employee to attend a class under the Tuition Remission Program where such attendance would conflict with work schedules. Further, no employee will receive pay while attending class during scheduled work hours (except as provided in Article 21, Section 3). Employees may make the required tuition remission co-payment through payroll deductions; to be paid in full by the end of the semester for which the co-payment is due.

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

## ARTICLE 23

### Sick Leave

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

Bargaining unit employees will be granted 22 workdays of paid sick leave upon hire and will accrue paid sick leave at the rate of 1.75 workdays for each full month of service. Paid sick leave will be cumulative to a maximum of 130 workdays.

If accumulated sick leave is exhausted, accrued vacation time may be used. If both accrued sick leave and accrued vacation are exhausted, employees may request an unpaid leave of absence up to a combined total period of absence not to exceed six (6) months under the provisions of Article 31A, Personal Leave.

Unused sick leave is not reimbursable.

Time off for medical or dental treatments, prior approval of which must be secured, shall be charged to sick leave. Employees are expected to schedule such treatments outside of regular working hours whenever possible. Sick leave may be taken in hours where it is for medical or dental treatments and where an employee leaves work because of illness occurring during the workday.

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

Accrued sick leave as of June 1, 1980, will be retained.

The University reserves the right to require a doctor's certificate in cases of absence due to illness of the employee or a member of his or her immediate family and the right to require examination by a physician designated by the University.

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

## ARTICLE 24

### Call Procedure

Employees who will be absent from work or late for whatever reason shall call in to their immediate supervisor prior to their starting time insofar as possible.

## ARTICLE 25

### Holidays

The following shall be observed as University holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day and the day after Thanksgiving
- Christmas Day

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

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

Employees who are required to work on any of the above holidays shall be paid their regular straight-time pay for that day. In addition, these employees

shall be granted compensatory time off with pay. Such time off must be taken within four (4) months of the day on which it was earned, at a time approved by his/her department head.

## ARTICLE 26

### Vacations

#### A. Accrual Schedule

A bargaining unit employee who has successfully completed the probationary period will be entitled to vacation during the term of this Agreement at the rate of one-and-five-sixths (1-5/6) of a workday for each month of service, i.e., twenty-two (22) days per year.

#### B. Accrual Policies

1. Vacation may accrue only to the maximum earned in a two (2) year period of employment.
2. Vacation does not accrue during any month an employee is on a leave without pay or on long-term disability.
3. Vacation accrual is credited at the end of each month of employment.
4. An employee hired on or before the fifteenth day of a month is credited with a full month of service; those hired on or after the sixteenth day of the month do not accrue vacation for that month.

#### C. Use of Vacation Time

1. Employees must complete the probationary period before being eligible to use accrued vacation time, except that accrued vacation time may be used in special cases at the discretion of the Director of Mugar Library.
2. When a holiday provided by this Agreement occurs during an employee's vacation, that day will not be charged to vacation time.

3. Accrued vacation may be used for absences due to disability or other absences when requested by the employee and approved by the Director of Mugar Library or his/her designee, and in accordance with other provisions of this Agreement.
4. Vacation time may not be taken in advance of accrual.
5. Employees are required to request in writing vacation scheduling and approval from the Director of Mugar Library or his/her designee at least the number of working days in advance equal to the number of vacation days being requested. In unusual circumstances, Management may, at its discretion, shorten or waive the request period. Such decision will not be subject to the grievance and arbitration process.
6. The University retains the right to make final determinations as to when vacations will be taken.

D. Other Provisions

1. Upon termination, employees who have successfully completed their probationary period will receive payment for unused accrued vacation up to the maximum earned in a two (2) year period of employment.
2. An employee who becomes ill while on vacation may not apply sick leave to that period of illness.

## ARTICLE 27

### Intersession

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

Employees who are required to work during such periods shall be granted compensatory time off with pay. Such time off must be taken within four (4) months of the day on which it was earned, at a time approved by his/her department head.

## ARTICLE 28

### Health Plan

The University will offer coverage under the Blue Cross/Blue Shield Network Blue New England, the Blue Cross/Blue Shield Blue Choice of New England, the Blue Cross/Blue Shield Comprehensive Major Medical (only for employees enrolled in this plan as of May 1, 2001), the Boston Medical Center Preferred, and the Bostonia Advantage PPO health plans and will maintain this coverage for the term of the contract. Employees covered by this Agreement may elect to be covered by only one (1) such plan.

The University will offer dental coverage under the Boston University Dental Plan to all employees eligible for Health Insurance.

The University and any employee electing coverage will share the contributions required for coverage under either of these plans as the contributions come due, and the respective shares will be dollar amount fixed as follows: The University's share will be the dollar amount equal to sixty-six (66) percent of the cost of the plan elected by the employee. The employee's share will be the dollar amount equal to thirty-four (34) percent of the cost of the plan elected by the employee.

Election of a plan must be made upon initial employment or at such time as an open enrollment period is made available by the University.

## ARTICLE 29

### Insurance Coverages

The employee insurance coverages provided and the employee contributions required for such coverages that were in effect on June 1, 1986, in the following University benefit plans will not be changed during the term of this Agreement: Group Life Insurance Plan; Travel Accident Insurance Plan; Long

Term Disability Plan; Personal and Family Accident Insurance Plan. The University reserves the right to amend or discontinue these plans, but the coverages will not be reduced and employee contributions will not be increased as a result of these changes.

## ARTICLE 30

### Pension Plans

The Union agrees to accept the revisions to the Retirement Income Plan and Boston University Retirement Income Plan which are summarized in Exhibit A of the Settlement Agreement dated March 27, 1986, between the Union and the University. The Union understands that these revisions are subject to approval of the Internal Revenue Service. The University agrees to notify the Union if this approval necessitates making substantive changes to the revisions summarized in Exhibit A above.

The University agrees to continue the Supplemental Retirement and Savings Plan.

## ARTICLE 31

### Leaves of Absence

#### A. Personal Leave

A bargaining unit employee who has successfully completed the probationary period may request an unpaid leave of absence for up to six (6) months. The leave may be granted by the Director of Mugar Library with the approval of the Provost. Any request for leave shall not be unreasonably denied. The following must be adhered to:

1. Requests for leave of absence must be submitted to the employee's department and the Office of Personnel in writing at least one (1)

month in advance (except in the case of illness or emergency). Such requests must include the reason for the leave and requested starting and ending dates. The University shall respond in writing to all requests for leave within two (2) weeks of such requests. In the case of a denial, specific reasons shall be included.

2. During an approved unpaid leave up to and including sixty (60) days, an employee will continue to accrue seniority. During an approved leave greater than sixty (60) days, an employee will maintain existing seniority.
3. Time spent on unpaid leave of absence will not be considered toward the accrual of sick or vacation time.
4. An employee on an approved unpaid leave of absence may make arrangements through the Office of Personnel to continue participation in University insurance benefit plans provided the employee agrees to pay the employee portion of the premiums.
5. The University reserves the right to require an employee on an unpaid medical leave of absence to furnish a doctor's certificate concerning suitability for work and the University also reserves the right to require an employee to submit to a medical examination by a University-appointed doctor to determine their suitability for work.
6. An employee failing to return to work from an unpaid leave of absence upon its expiration will be considered to have quit without notice. If there were extenuating circumstances beyond the control of the employee, as determined by the University, and the employee notified the University prior to the expiration of the leave, the University may extend the leave, but not beyond the maximum six (6) month period.

B. Maternity Leave

A female bargaining unit employee who has successfully completed the first six (6) months of her probationary period may take an unpaid maternity leave up to six (6) months, extendible by mutual agreement.

1. Notification of the employee's anticipated date of departure for and intent to return from maternity leave shall be submitted to the employee's department head and the Office of Personnel in writing at least one (1) month in advance (except in cases of illness or emergency). The University shall acknowledge receipt of such notification within two (2) weeks.
2. Time spent on unpaid maternity leave will not be considered toward accrual of sick or vacation time.
3. While on unpaid maternity leave, an employee may make arrangements through the Office of Personnel to continue participation in University insurance benefit plans provided the employee agrees to pay the employee portion of the premiums.
4. During a maternity leave of up to and including sixty (60) days, an employee will continue to accrue seniority. If a maternity leave exceeds sixty (60) days, an employee will maintain the seniority accrued through the sixtieth (60th) day.
5. An employee may elect to use any remaining vacation time during the period of her maternity leave. An employee may further elect to use any remaining sick leave time during the period of her maternity leave in which she is disabled due to pregnancy or childbirth.

C. Military Leave

A bargaining unit employee who is drafted, or who enlists in the United States Armed Forces, or who is called to active duty by the National Guard or

other organized Federal or State reserve unit, will be granted such rights as required by law.

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

1. Employees called for such military training must present official orders to their supervisor two (2) weeks in advance in order to be granted an approved leave of absence.
2. Upon return to work, employees must present to the Payroll Section evidence of military pay received, so that appropriate compensation can be computed and any appropriate deductions made.
3. If an employee's annual military training extends beyond two (2) weeks in a calendar year, the additional time must be taken either as vacation or unpaid leave.
4. An approved military leave of up to fourteen (14) days will not constitute a break in service.
5. Vacation and sick time credit will accrue while on military leave only during the first thirty (30) days of such leave.

D. Jury Duty

Bargaining unit employees who must serve compulsory jury duty in an established Federal or State court will be granted an approved leave. Requests for such leave must be in writing, and be presented to the immediate supervisor accompanied by official notice from the court. For the period of jury duty, employees are entitled to the difference between their regular monthly pay and the amount paid to them by the court for jury duty. Immediately upon return to

work, employees must submit a pay statement from the Clerk of Court to the Payroll Section through the immediate supervisor, so that appropriate compensation may be computed and any appropriate deductions made.

E. Benefits During Leaves

An employee on an approved leave with pay shall retain all benefits, but must make benefit contributions as normal. An employee on an approved leave without pay may continue participation in University insurance benefit plans provided the employee makes arrangements with the Office of Personnel and that the employee pays the employee portion of the premiums.

F. Sympathy Leave

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

1. The employee must notify his/her immediate supervisor of the death in the family.
2. Immediate family includes only the employee's spouse, parents, parents-in-law, grandparents, children, grandchildren, brothers, sisters, spouse of brothers and sisters, or members of the same household.
3. If, because of exceptional circumstances including travel considerations, an employee requires sympathy leave of more than three (3) days, such employee may request of his/her supervisor additional reasonable time off as follows:
  - (a) Time off to be charged as vacation time, contingent on the amount of vacation the employee has accumulated to date in accordance with Article 26, or charged to sick leave up to a maximum of three (3) days.
  - (b) Time off as leave of absence without pay.

4. Sympathy Leave in the case of the death of a close friend may be requested and granted as in Section 3 above.

G. Family and Medical Leave Act

Bargaining unit members are entitled to leave under the Family and Medical Leave Act. All leave taken for qualifying events under FMLA shall be applied to an individual's FMLA allotment. An employee is entitled to a maximum of twelve work weeks of FMLA leave during any twelve (12) month period calculated on a "rolling" calendar basis.

ARTICLE 32

MBTA Pass Program

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

ARTICLE 33

Credit Union

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

ARTICLE 34

University Facilities

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

## ARTICLE 35

### Technological Change

The University shall notify the Union at the earliest practicable date, but no later than two (2) months in advance, of any introduction of automation or equipment that will result in a reduction or displacement of bargaining unit employees or substantial changes in an employee's job. In the case of layoff or displacement of employees due to technological change, the University will endeavor to provide on-the-job or a paid training program of limited duration for the affected employees to learn to use the new equipment or skills for an alternate job within the bargaining unit. The University shall consult with the Union as to the terms and duration of the training program.

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

## ARTICLE 36

### Contracting Out

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

## ARTICLE 37

### Job Elimination

In the event that the University, in its discretion, determines that a job is no longer necessary due to lack of work or lack of funds, such job may be eliminated by the University.

The employee in such an eliminated job will be laid off in accordance with the Layoff procedure of this Agreement.

## ARTICLE 38

### Layoff and Recall

In the event the University should determine that a layoff is necessary, employees may be laid off in a job classification or department or University-wide, or by classification or seniority, without regard to grade. The University will notify the affected employees as soon as practicable after the decision to lay off is made.

The University will consider the following factors in effecting a layoff: skill, ability, qualifications, experience, performance and seniority. The determination of these matters shall be within the University's sole discretion.

Employees designated for layoff shall be entitled to apply for posted positions for which they are qualified and which most nearly match their qualifications, grade, and salary. The Office of Personnel will endeavor to give the employee special assistance in securing a position.

Employees must choose either to exercise their option under this plan or accept severance. Should there be no vacancies, an employee may be laid off and put on a recall list not to exceed twelve (12) months, or may opt for severance. Any employee on layoff for twelve (12) consecutive months will be terminated and will not have recall rights.

## ARTICLE 39

### Severance Pay

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

- (a) Are involuntarily laid off and opt to sever themselves from employment;
- (b) Are on layoff for longer than twelve (12) months and are thus not eligible for recall;
- (c) Volunteer for layoff and accept severance rather than being placed on the recall list.

## ARTICLE 40

### University Closing

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

1. During the day the decision to shorten the work schedule will normally be made by 3:00 p.m. Non-essential evening work will also be canceled at the time notice is given to shorten the work schedule. When the University is to close early, the Office of Personnel will notify the following offices in order for them to pass the information on to their respective employees: All Vice Presidents, Deans, Directors, and the Director of Physical Plant. The University telephone switchboard will also be notified for informational purposes.
2. The decision to cancel work scheduled in the morning will be made by 6:00 a.m. If work is canceled, the designated University official will

- notify major television and radio stations, the University telephone switchboard; and the Director of Physical Plant. Employees shall receive their regular rates of pay for the time missed due to University weather closings and for time missed due to University closing caused by other exigencies until they are designated for layoff. Employees who are required to work during University closings shall be granted compensatory time off with pay, equal to one and one-half (1 1/2) times the actual hours worked. Such time off must be taken within four (4) months of the day on which it was earned, at a time approved by his/her department head.
3. It is expected that during winter months employees will allow themselves extra time to arrive at work on schedule. Under unusually difficult weather circumstances, however, a grace period, not to exceed the first two (2) hours of an employee's workday, may be allowed following the beginning of the workday.

## ARTICLE 41

### Professional Development

Professional librarians have a responsibility to maintain and enhance their professional skills by staying abreast of intellectual and technical developments in their field. To assist in this professional development, the University will establish a Professional Development Fund of \$8000 for each year of the contract. Bargaining unit members may submit applications for use of this fund to the Director of Mugar Library for his/her approval. The Director of Mugar Library will have sole authority to grant or deny such requests in accordance with the same criteria applied to all other professional employees of the University Libraries.

The University agrees to provide the work release time necessary for travel to, and attendance at, such approved activities.

Attendance at library related conferences, activities, and courses which are directly related to assignments of bargaining unit members may, from time to time, be required and paid for by the University. The selection of such conferences activities, and courses, as well as the individual selected to attend, is within the sole discretion of Boston University. However, as both the University and the Union recognize that attendance at conferences, activities, and courses provides an opportunity for professional development, training, and study, the University agrees that the selection of bargaining unit members to attend such conferences, activities, and courses will be made equitably and nondiscriminatorily.

This article is not subject to the grievance and arbitration procedures in this Agreement.

## ARTICLE 42

### Librarian Meetings

The Library Administration will hold open forum meetings every two (2) months with the bargaining unit staff. The general purpose of these meetings will be to discuss means to improve service to users of the Library and to discuss professional matters. Members of the bargaining unit staff will be given the opportunity to submit, for consideration, subjects for the agenda for each meeting. Additional meetings may be called during the year by the Director of Mugar Library as he/she deems necessary.

## ARTICLE 43

### Duration of Agreement

A three-year agreement, effective June 1, 2001, and expiring May 31, 2004. The University and the Union agree to enter into discussions relative to a renewal of this agreement no later than April 1, 2004.

## ARTICLE 44

### Separability of Provisions

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

IN WITNESS WHEREOF, the parties hereto set their hands and seals,  
by their duly authorized officers or agents, on \_\_\_\_\_.

	LOCAL <u>285</u> CHAPTER
TRUSTEES OF	SERVICE EMPLOYEES
BOSTON UNIVERSITY	INTERNATIONAL UNION, AFL-CIO

**(Signatures are on file at the Office of Personnel.)**