

2024 - 2027

AGREEMENT

Trustees of Boston University

and

Boston University Graduate Workers Union (BUGWU)

Service Employees International Union, Local 509

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ARTICLE 1 - RECOGNITION AND BARGAINING UNIT DESCRIPTION

1.1 Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-305360, Trustees of Boston University (hereinafter referred to as the “University”) hereby recognizes the Service Employees International Union, Local 509 (BUGWU) (hereinafter referred to as the “Union”) as the sole and exclusive collective bargaining representative of all graduate student employees employed by the university to provide research, instructional, or teaching services, subject to the provisions of this Article.

1.2 To be considered a part of the bargaining unit, graduate student employees must be enrolled in Boston University graduate programs and must receive compensation in exchange for providing research, instructional, or teaching services, including, but not limited to, the following titles:

1.2(a) Graduate Research Fellow

1.2(b) Graduate Teaching Fellow

1.2(c) Grader

1.2(d) Graduate Assistant

1.2(e) Graduate Grader

1.2(f) Group Tutor

1.2(g) Laboratory Assistant

1.2(h) Research Assistant

1.2(i) Teaching Assistant

1.2(j) Tutor

1.3 The following are expressly excluded from the bargaining unit:

1.3(a) Non-Service Fellows (i.e., those students, regardless of title, who are not required to provide research, instructional, or teaching services in exchange for a stipend or other funding provided by the University)

1.3(b) All other graduate students, undergraduate students, temporary employees, casual employees, confidential employees, managers, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2 – BARGAINING UNIT INFORMATION/FERPA CONSENT

2.1 FERPA Release/Waiver.

2.1(a) The University shall provide all Graduate Workers performing bargaining unit work with a form drafted by the University and approved by the Union 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 shall accept this form as valid if presented by the Union or by an individual Graduate Worker by means and/or at times other than those provided by the University if it can be properly authenticated.

2.1(b) This form will be included in the Graduate Worker's hiring paperwork along with a communication that will indicate that the Union is their exclusive bargaining representative when the Graduate Worker 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 Graduate Worker 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 a Graduate Worker's student records, the Graduate Worker 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 Graduate Worker.

2.2 **List Format.** For each list detailed in this Article, the University will transmit one 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 position.

2.3 Initial List. Two (2) weeks prior to the start of each semester or summer term, the University will provide the Union with the following unblocked directory information regarding bargaining unit members:

- 2.3(a) Legal first name,
- 2.3(b) “Lived” or “Display” first name (if the student has entered one)
- 2.3(c) Legal last name,
- 2.3(d) Home address,
- 2.3(e) Phone number,
- 2.3(f) University email,
- 2.3(g) Academic Department or Program,
- 2.3(h) Amount of stipend or hourly pay, and
- 2.3(i) BUID.

2.4 List Updates. If any Graduate Workers are hired after the initial list in Sections 2.3 (a-i) is sent to the Union, the University will provide the Union with the unblocked directory information listed in Sections 2.3 (a-i) for the newly hired Graduate Workers within two (2) days of the start of each semester. If any Graduate Workers initially reported are later excluded from the bargaining unit due to a change in appointment, the University shall notify the Union as soon as possible.

2.5 Supplemental List. Provided a properly executed FERPA release has been provided by the Graduate Worker to the University within two (2) weeks of the last day to add standard courses each semester or summer term, the University will provide the Union with the following information for all members of the bargaining unit regarding:

- 2.5(a) For those providing teaching or instructional services,
 - 2.5(a)(1) All courses assigned to the Graduate Worker,
 - 2.5(a)(2) The Instructor of Record for each course,
 - 2.5(a)(3) The Supervisor, if different from the Instructor of Record,
 - 2.5(a)(4) The meeting time(s) and location(s) for each course,
 - 2.5(a)(5) Minimum number of required hours per week, if any,
 - 2.5(a)(6) The Department from which each course is offered,
 - 2.5(a)(7) The current enrollment for each course,

2.5(a)(8) The total number of students for which the Graduate Worker is responsible for each course, if different from the total enrollment, and

2.5(a)(9) Number of Graduate Workers assigned to a course, if more than one (1) is assigned.

2.5(b) For those providing research services,

2.5(b)(1) The Supervisor,

2.5(b)(2) The location(s) of assigned work area(s),

2.5(b)(3) Minimum number of required hours per week, if any, and

2.5(b)(4) The Department for which the work is performed.

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.

2.7 The Union and the University will assess the efficacy of the processes around the FERPA Consent Form within one (1) year of the ratification of this Agreement and may reopen this Article for negotiation at that time at the request of either party. If the parties are unable to reach a mutually acceptable agreement during that reopener, existing language will continue to apply.

ARTICLE 3 – NO STRIKE/NO LOCKOUT

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, curtailment of work, withholding or delaying any grades, academic evaluations, support or assistance to students, or other documents as a form of concerted activity (as defined under the National Labor Relations Act), or any other interference with or stoppage of work by employees.

3.2 Any 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 Section 3.1 above, 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 Graduate Workers that does not discriminate on the basis of race, color, ancestry, national or ethnic origin, immigration or citizenship status, religion and/or religious creed, age, physical or mental disability, genetic information, sex, gender identity and/or expression, sexual orientation, natural or protective hair style, pregnancy status or pregnancy-related condition, marital status, family status, military or veteran status, arrest or criminal record as protected by law, Union membership status or activity, or 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.

4.3 **Retaliation.** The University shall not retaliate against any Graduate Worker 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 to the extent such behavior is prohibited by applicable law or University policy.

4.4 **Universal Applicability.** To the extent permitted by University policy and applicable laws, the provisions of this Article apply to all Graduate Workers, regardless of the location of their workplace, including the University's main and satellite campuses and any locations, domestic or international, where Graduate Workers are traveling in order to perform their duties.

4.5 **Grievability.** Allegations that the University has discriminated against a Graduate Worker in the workplace because of union membership, activities or support may be the subject of a grievance under this Agreement in accordance with Article 17, Grievance Procedure.

Other allegations that the University discriminated against or harassed a Graduate Worker 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 4.6 herein.

4.6 Processes

4.6(a). In utilizing the University processes for claims of discrimination or harassment, a Graduate Worker is free to have a Union representative accompany them in any preliminary discussions with the Equal Opportunity Office (EOO) about possible incidents of harassment and discrimination if they so choose.

4.6(b). A Graduate Worker has the right to be accompanied by a Union representative as an advisor at any and all steps of the University's formal complaint procedures regarding any complaints of alleged discrimination or harassment under Section 4.1, 4.2, or 4.3 of this Article.

4.6(c). A Graduate Worker has the right to have a Union representative present as an advisor at any interviews or meetings with investigators during the formal complaint procedure.

4.6(d). Under no circumstances should a Graduate Worker be coerced by a University employee, including EOO staff, to accept informal resolution of their complaint or supportive measures, in place of filing a formal complaint. Discussing in good faith the pros and cons of various approaches shall not be considered pressure to accept informal resolution. This provision shall not apply to circumstances where the EOO office concludes that its policies are not applicable to the complaint being brought forward.

4.6(e) Step 3 Grievance and Arbitration Options

4.6(e)(1) Once the internal review of a formal complaint is concluded, including any appeal(s) within the University, a Graduate Worker 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 Article 17, Grievance Procedure of this Agreement, but any sanction imposed pursuant to the University's procedures -- which may be suspension, termination, or other appropriate discipline -- may be so grieved.

4.6(e)(2) 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.

4.6(e)(3) 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 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.

- 4.6(e)(4) The Arbitrator shall not have the ability to find facts separately from or different than the findings made through the University processes unless they make a determination that those findings were made in clear error, and provide a written rationale for the same. The arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the Graduate Worker's status as a student.
- 4.6(e)(5) Except as set forth in this Article, the other arbitration rules and other limitations on the arbitrator's authority delineated in Article 17, Grievance Procedure, of this Agreement will apply with equal force to a grievance over claimed violations of this Article.

ARTICLE 5 – PROFESSIONAL RIGHTS AND ACADEMIC FREEDOM

5.1 Academic freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. All collaborations between Graduate Workers and faculty are grounded in the principles of academic freedom, where the pursuit of knowledge and exchange of information are free from punitive interference or censorship. Graduate Workers' freedom of inquiry is necessarily qualified by their still being learners in the profession; nonetheless, their faculty mentors should afford them latitude and respect as they decide how they will engage in teaching and research. The Union and the University recognize that Graduate Workers work under the supervision, coordination, and advisement of faculty, academic staff instructors, principal investigators, and academic and research administrators. Consistent with this guidance and directives from these supervisors and administrators, Graduate Workers shall have reasonable latitude in exercising their judgment within their area of expertise and in deciding how best to accomplish their job duties within the scope of directions given by their individual supervisor.

5.2 Academic freedom with respect to teaching is fundamental, not only to the advancement of truth but for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

5.2(a) Each Graduate Worker who works as an Instructor of Record is entitled to freedom in the classroom in discussing their subject but should be careful not to introduce subject matter which has no relation to the subject of the course. The intent is not to limit the discussion of controversial material, since the discussion of controversial subjects is at the heart of free academic inquiry, but rather to remain focused on the subject matter of the course.

5.2(b) When providing teaching support under the supervision of a faculty member or other instructor of record, Graduate Workers will have reasonable latitude to exercise their judgment in deciding how best to fulfill their duties and to support

the learning objectives of a course consistent and commensurate with any guidance or directives of the faculty member or instructor of record.

5.3 Freedom in research is fundamental to the advancement of truth. Graduate Workers are entitled to freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

5.3(a) Working in a laboratory or a research group, Graduate Workers should participate in discussion with their mentors, advisors, or supervisors, as well as others working on the project, and are free and expected to offer their own views and interpretations in those discussions.

5.3(b) In working for a principal investigator on funded or unfunded research, Graduate Workers should feel free to offer their independent judgment, while recognizing that the grant or project has objectives and that the principal investigator is the final arbiter.

5.4 When a Graduate Worker speaks or writes as a citizen, they should be free from institutional censorship or discipline, but their special position in the University community imposes special obligations. A Graduate Worker should recognize that the public may judge the profession and the institution by their utterances. Hence, the Graduate Worker should at all times strive to be accurate, should exercise appropriate restraint, should show respect for the academic opinions of others, and should make every effort to indicate that they do not speak for the institution unless expressly authorized to do so.

ARTICLE 6 – HEALTH AND SAFETY

6.1 Safety Standards.

6.1(a) Graduate Workers have a right to a workplace that is proactively prepared for public health emergencies to ensure continuity of work and safety and wellbeing for all. All on-campus buildings in which Graduate Workers work shall also meet additional context-specific public health recommendations and/or guidelines created during particular public health emergencies. The University shall provide Graduate Workers safe working conditions and workplace protections that meet OSHA standards and all other applicable municipal, state, and federal regulations governing workplace safety. The University shall comply with all applicable municipal, state, and federal laws and regulations regarding health and safety.

6.1(b) **PPE.** The University shall provide Graduate Workers with the Personal Protective Equipment (PPE) necessary to carry out their work safely, as determined by OSHA or any municipal, state, or federal regulations, at no cost to the Graduate Worker.

- 6.1(b)(1) **Mask Supplies.** The University will maintain stocks of high-filtration masks at Student Health Services or Research Occupational Health Services. These will be made freely available to all Graduate Workers upon request.
- 6.1(c) **Training.** The University shall provide all training necessary for the safe completion of a Graduate Worker's responsibilities.
- 6.1(c)(1) **Topics.** Training for each Graduate Worker may vary, but shall cover all reasonably expected health and safety areas relevant to the work assignment. Training topics may include, but are not limited to, first aid, hazardous materials, hazardous environments, lab safety, and fieldwork.
- 6.1(c)(2) **Compensation.** Stipended Graduate Workers shall receive no additional compensation for time spent in required trainings, but all such time shall count towards hours worked each week for purposes Article 13 (Workload), unless the training and its associated assignments are within a for-credit academic requirement (e.g. Responsible Conduct of Research is a 1 credit course) or required to complete their dissertation research successfully. Graduate Workers paid on an hourly basis shall be compensated for all mandatory training at their hourly rate.
- 6.1(c)(3) **Additional Training.** A Graduate Worker may suggest to their Supervisor additional health and safety training they believe would be beneficial to their work environment. Such suggestions shall not be unreasonably denied. The University may, in lieu of providing such training, pay for the Graduate Worker to attend training offered by a third party.
- 6.1(d) **On-Campus Safety.**
- 6.1(d)(1) **First Aid.** Adequate first aid supplies will be provided in each worksite.
- 6.1(d)(2) **Workplace Safety Assessments.** The University shall conduct regular workplace safety assessments to ensure that all worksites and work stations meet or exceed relevant health and safety standards. A Graduate Worker may request an assessment off-schedule if they have a reasonable concern that their worksite or work station may be unsafe; such requests shall not be unreasonably denied. Environmental Health & Safety (EHS)'s Health & Safety Group will review worksites/work stations upon request for

ergonomics and/or indoor air quality, in addition to any regular inspections of spaces as required. Any health and safety concerns of a worksite can be reported to EHS and they will evaluate.

- 6.1(d)(3) **Emergency Stations.** The University shall provide and maintain emergency stations as appropriate to each worksite, including, but not limited to, eyewash stations, showers, properly maintained ventilation, and detectors. Emergency phone numbers shall be displayed prominently by all University-provided phones and in each worksite. The addresses of local hospitals capable of treating workplace injuries, including chemical exposures, shall also be posted.
- 6.1(d)(4) **Maintenance and Repairs.** All equipment, tools, materials, and facilities will be maintained in safe and proper working order at all times. If repairs are delayed for any reason, alternate steps shall be taken to provide and maintain safe and adequate working conditions and spaces.
- 6.1(d)(5) **Public Health Notifications.** When there are local public health emergencies or advisories, BU will email the BU community to provide appropriate campus guidance, which may include describing the risks within the situation and precautions that can be taken.
- 6.1(d)(6) **Ventilation Infrastructure.** The University will ensure, through upgrades and/or regular maintenance, that the ventilation and cooling infrastructure in all campus buildings that Graduate Workers work in meets the appropriate edition of the Massachusetts State Building Code (CMR 780).
- 6.1(e) **Off-Campus Safety.** If a Graduate Worker conducts assigned or necessary fieldwork outside of University workspaces, other than remote home locations, the University shall ensure that Graduate Worker is provided with the training, information, and resources needed to ensure a safe working experience. For Graduate Workers traveling internationally, the University shall also:
 - 6.1(e)(1) Provide information about International SOS and/or Global Support Services; and
 - 6.1(e)(2) Provide reasonably available information about international guidelines, State Department reporting, and information on how to seek and obtain medical treatment.

6.2 Reporting.

- 6.2(a) **Anonymous Reporting.** The University maintains an anonymous health and safety reporting system available to Graduate Workers through the ObservNow feature in BioRAFT, accessible at <https://bu.bioraft.com/ObservNow>. The University also provides anonymous reporting for unethical behavior through EthicsPoint, accessible at <https://secure.ethicspoint.com/domain/media/en/gui/8779/index.html>. All Graduate Workers will be made aware of these systems for reporting situations involving observed or suspected unsafe working conditions and other safety incidents.
- 6.2(b) The University shall not discontinue or eliminate either of the services in Section 6.2(a) without first establishing an alternate system for anonymously reporting health and safety or ethical issues. Instructions for using this new system shall be shared with all Graduate Workers as soon as they are available.
- 6.2(c) **Health and Safety Coordinator.** Each worksite that involves or contains hazardous materials or dangerous equipment shall have a designated health and safety coordinator in addition to the lab coordinator. The coordinator's name and contact information shall be posted in the worksite.
- 6.2(d) **No Retaliation.** No Graduate Worker shall be subjected to retaliation, intimidation, or coercion for reporting or inquiring in good faith about the University's safety policies and/or for seeking guidance on how to address health and/or safety concerns.
- 6.3 **Health and Safety Committee.** A joint committee consisting of up to four (4) Union representatives and up to four (4) University representatives shall meet at least once per semester and at least once each summer to review health and safety standards relevant to Graduate Workers and to discuss any necessary improvements.
- 6.3(a) The University shall ensure that its representatives have access to relevant health and safety evaluations, reports, and incident logs so that these can be shared with the committee.
- 6.3(b) The committee shall be notified of any workplace safety incidents involving Graduate Workers within five (5) business days of the incident being reported to the University.
- 6.3(c) The committee may also make recommendations relevant to public health, including issues related to working conditions within the classroom setting.
- 6.4 **Workplace Exposure to High-Intensity Light.** Graduate Workers working with high intensity light sources should report any suspected injuries to their supervisors and seek

medical attention from Research Occupational Health as appropriate. An annual eye exam is covered for all Graduate Workers via the SHIP plans described in Article 23 (Benefits).

ARTICLE 7 – JOINT LABOR MANAGEMENT COMMITTEE

7.1 **Composition.** There may be a Joint Labor-Management Committee with up to five (5) members on each side. Additional members may attend by mutual consent. The parties may identify and request the attendance of specific representatives whose presence might be helpful, but each party will ultimately designate its own representatives to the Committee. Each party shall notify the other of the names of its Committee members no later than two (2) weeks prior to any meeting. Changes to the Committee membership that take place after that date will be announced as soon as reasonably possible.

7.2 **Meetings.** The JLMC will convene at least once during each semester, including the summer, to discuss matters necessary to the implementation of this Agreement or related to the work of the Graduate Workers. Additional meetings may be added by mutual consent. These meetings shall not be used for negotiations or to discuss pending grievances. Committee meetings shall be held at a time and location convenient to both parties.

7.3 **Agenda Items.** Designated representatives of the Union and the University will suggest agenda items no less than two (2) weeks prior to each meeting.

7.4 **Cancellation.** If neither party deems it necessary to hold a JLMC, the meeting may be canceled by mutual agreement in writing.

ARTICLE 8 – MANAGEMENT RIGHTS

8.1 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. 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:

- 8.1(a) Establish, plan, direct, and control the University's mission, programs, objectives, activities, resources, rule-setting, policies, and priorities;
- 8.1(b) Issue, modify, and implement all policies and decisions involving academic and operational matters;

- 8.1(c) Establish and administer procedures, rules, policies, and regulations;
- 8.1(d) Direct and control University operations;
- 8.1(e) Alter, extend, or discontinue existing equipment, facilities, and location of operations;
- 8.1(f) Determine or modify the number, qualifications, scheduling, responsibilities and assignment of staff including Graduate Student Workers;
- 8.1(g) Establish, maintain, modify, or enforce standards of performance, conduct, order, and safety;
- 8.1(h) Evaluate, determine the content of evaluations, and determine the processes and criteria by which performance is evaluated;
- 8.1(i) Establish and require Graduate Student Workers to observe University rules and regulations;
- 8.1(j) Discipline or dismiss;
- 8.1(k) Establish or modify the academic calendars, including holidays and holiday scheduling;
- 8.1(l) Assign work locations;
- 8.1(m) Schedule hours of work;
- 8.1(n) Hire employees, including but not limited to Graduate Student Workers;
- 8.1(o) Determine how and when and by whom instruction is provided;
- 8.1(p) Determine all matters relating to student admissions and subsequent Graduate Student Workers' hiring and retention;
- 8.1(q) Introduce new methods of instruction or research;
- 8.1(r) Subcontract all or any portion of any operations.

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 9 – WORKER RIGHTS

9.1 Standard Syllabi and Research Directions.

- 9.1(a) If there is a standard course or laboratory syllabus, a Graduate Worker who is teaching a course for the first time at the University shall receive from their Supervisor, before the start of the semester, a copy of the standard syllabus to be used.
- 9.1(b) If the Graduate Worker believes that the standard syllabus should be modified, then they may discuss such changes with their Supervisor. The Supervisor will determine the content of the final syllabus to be used.

- 9.1(c) If there is no standard syllabus, the Graduate Worker may propose one to their Supervisor. The Supervisor will determine the content of the final syllabus to be used.
- 9.2 **Reimbursement.** If the Graduate Worker has received written advance authorization from their Supervisor to purchase supplies, materials, and/or software for a course, laboratory, or other work assignment, or to cover the cost of an approved field trip, the Graduate Worker will be promptly reimbursed upon submission of a receipt or other documentation of the expense. Barring unavoidable circumstances, this shall occur within forty-five (45) days from submission. Notwithstanding the foregoing, it is recognized that the costs for the above shall normally be paid through the University's direct procurement processes.
- 9.3 **Access to Facilities and Services.**
- 9.3(a) **Preparatory, Meeting, and Private Space.** Graduate Workers will have access to space appropriate to the fulfillment of the duties of their employment, as available. Examples of such spaces include, but are not limited to, space to prepare for class and space to meet with and advise students, as well as conference rooms when necessary and as available; private space will also be provided when necessary and as available. The Graduate Worker will initiate contact and work with the appropriate University office or representative to identify and confirm space as may be necessary and appropriate.
- 9.3(b) **Infrastructure Access.** Graduate Workers shall have access to University email, free campus Wi-Fi, computers (including portable devices such as laptops) when available, printing and photocopying sufficient to fulfill their job duties, and tech support as appropriate. In addition, Graduate Workers who are expected to work during the evening or on the weekends will have access to office facilities and services to support their employment efforts.
- 9.3(c) **Library Services.** Graduate Workers shall have access to databases, online services, and library services as needed to fulfill their work-related research and teaching obligations.
- 9.3(d) **Textbooks, Equipment, and Software.** Graduate Workers shall be provided with the individual use of any required textbooks, equipment, and/or software necessary to the successful completion of their teaching- or research-related work assignments.
- 9.3(d)(1) In the case of textbooks, Graduate Workers in teaching roles shall receive instructor copies, rather than student copies, when possible.

- 9.3(d)(2) Where possible, software necessary to fulfill teaching and research roles shall be made available for installation on portable devices in order to facilitate work off-campus.
- 9.3(e) **Lactation Rooms.** Graduate Workers shall have access to a private space, in accordance with the PUMP For Nursing Mothers Act, in order to express breastmilk.
- 9.3(e)(1) Access. The University will ensure that all lactation rooms, including new lactation rooms, will be made easily available and accessible to all Graduate Workers. Where possible, this shall be done without prior reservation and without the need to call or email to request a key. The University will provide a list of existing lactation rooms where it is not possible for access to be provided in this way, and will continue to discuss ways to better facilitate access to these rooms both for individual Graduate Workers on a case by case basis and for the University community more generally. Graduate Workers may request that the University provide an additional lactation room in close proximity to their office, lab, or teaching location; the University will endeavor to fulfill this request within six (6) months of the request.
- 9.3(e)(2) Equipment. All lactation rooms will be equipped with a chair and a table to rest the breast pump and supplies, an electrical outlet for plugging in a breast pump, refrigeration, and close proximity to a sink with hot and cold water.
- 9.3(e)(3) Compliance. The University will have six (6) months from the date of ratification of this Agreement to come into compliance with this section of the Article.
- 9.4 **Email Communications.** Graduate Workers shall receive copies of all emails sent by administrators to University faculty email distribution lists that directly concern their functions as Graduate Workers in teaching and/or research roles (including but not limited to announcements about instructional policies, grades, or research guidelines). This correspondence may be sent via email to a Graduate Worker at their bu.edu address. The University may fulfill this requirement by including Graduate Workers on the relevant faculty listservs where such information is normally distributed. The University's inadvertent failure to fulfill this obligation in a particular instance shall not be grievable.
- 9.5 **Orientation to Logistical Procedures.** Graduate Workers will be oriented into the logistical procedures relevant to their respective roles. This may be done at the University level, School/College level, or unit level and may be done via real time in-person orientation, asynchronous recording or provided on the web or via email. Orientation may,

for example, include information about Blackboard, myBU, how to prepare materials for class, place book orders, and submit grades.

- 9.6 **Departmental Handbooks.** To the extent any Graduate Worker handbooks, guidelines, or procedures exist, they shall be made available to Graduate Workers by the respective University Unit prior to the beginning of the semester.
- 9.7 **Center for Teaching and Learning.** As members of the University community, Graduate Workers have access to services offered by the University's Center for Teaching and Learning (CTL) or any successor organization. The Union acknowledges that CTL services may be modified or discontinued at the University's discretion. Graduate Workers who elect to attend CTL programs do so on a voluntary basis. If, however, training through CTL or a successor organization becomes required of Graduate Workers in teaching roles, stipended Graduate Workers may include the time for training in their 20 hours weekly. CTL will consult with Graduate Workers through the Joint Labor Management Committee regarding alternative scheduling of services to accommodate Graduate Workers. Graduate Workers also have the ability to apply for course development grants and similar support that may be offered by the University on a competitive basis to enhance course offerings and teaching skills.

ARTICLE 10 – UNION RIGHTS

10.1 **Union Access.** Outside representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

10.2 **Meeting Space.** The Union shall have access to meeting space on campus, subject to procedures applicable to campus organizations.

10.3 **Stewards.** The University will recognize the designated Union Stewards to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with the University, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so. The Union will notify the University's Director of Labor Relations, or their designee, of the names of the Union Stewards who are authorized by the Union as representatives and will notify the Director of Labor Relations, or their designee, within five (5) business days of any change in the Union Stewards.

10.3(a) Union Stewards will be given reasonable release time for the purpose of administering the collective bargaining agreement during required work hours. The Union and the University will work to schedule any meetings or events pursuant to this provision in a manner that is least disruptive to operations, including to a Graduate Worker's classroom teaching responsibilities. Notwithstanding the

foregoing, in no event shall any release time affect teaching or any other student-facing time scheduled during the academic calendar. This provision will not be construed to require that a Graduate Worker request release time for a period when their work is usually conducted on a flexible schedule. The University or its representatives shall not arbitrarily or capriciously deny release time to Graduate Workers, nor shall the request or use of release time prejudice the University or its faculty in any evaluation of a Graduate Worker.

10.4 Orientations. Union representatives shall be given at least thirty (30) minutes by the University at all University, School, Department, or Program-level orientations at which Graduate Workers are expected in order to address Graduate Workers in attendance. 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.

10.4(a) The University shall notify the Union of such orientations as soon as practicable, but no later than fourteen (14) calendar days in advance of each orientation.

10.4(b) The Union shall notify the University (or the relevant School, Department, or Program) of its intent to send representatives as soon as practicable, but no later than seven (7) days in advance of each orientation.

10.4(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.

10.4(d) The University agrees to provide to each new Graduate Worker who participates in an orientation event a packet of materials to be supplied by the Union at the Union's cost.

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

10.6 Effects Bargaining. The University agrees to notify the Union of decisions affecting the bargaining unit and, upon request, will not refuse to bargain collectively with the Union regarding the effects of those decisions in accordance with its duties under the National Labor Relations Act.

ARTICLE 11 – UNION SECURITY AND DEDUCTIONS

11.1 Union Membership. It shall be a condition of employment that all Graduate Workers shall maintain union membership (or pay agency fees, as per Section 11.2). At the time of this Agreement's effective date, Graduate Workers who are:

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

11.1(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

11.1(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.

11.2 **Agency Fees.** Graduate Workers shall have the right, in lieu of union membership, to pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

11.3 **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 within two (2) pay periods of receiving written notice from the Union that these amounts have changed.

11.4 **Penalty for Failure to Pay Required Dues or Fees.** Non-payment of union dues or agency fees pursuant to Sections 1 and 2 above will result, upon the request of the Union and after providing notice to the bargaining unit member, in the suspension without pay of the Graduate Worker for a period of one (1) week when classes are not in session between fall and spring semester in a period determined by the employer. This penalty shall only be imposed once per academic year. Such one-week suspensions are not grievable.

11.5 **COPE Contributions.** The University agrees to deduct voluntary contributions made by Graduate Workers 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.

11.6 **Payroll Deduction.** After September 1, 2024 the Union shall be entitled to have payroll deductions for membership dues from any Union member in the unit who indicates in writing on the Union's authorization form that they wish such deductions to be made.

11.6(a) **Deduction.** Each payday, the University shall deduct from a Graduate Worker's total compensation a sum of dues, agency fees, and/or COPE contributions owed the Union and authorized under federal labor law, provided the Graduate Worker has furnished the University a written assignment executed in accordance with law.

11.6(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 Graduate Workers and may obtain these authorizations electronically. However,

the University shall cooperate with the Union in seeking compliance with this provision by:

11.6(b)(1) Notifying covered Graduate Workers at their time of hire of the existence of this Agreement, and

11.6(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/>

11.6(c) **Revocation.** A Graduate Worker may, through written notice to the Union or the University's Labor Relations Director, revoke their dues authorization within fifteen (15) days before or after

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

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

11.6(d) **Notification.** Materials voluntarily completed by the Graduate Worker and returned to the University, including dues authorization forms and revocations thereof, shall be promptly remitted to the Union.

11.6(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 Graduate Worker is no longer a member of the bargaining unit or until they revoke their dues authorization as per Section 11.6(c).

11.6(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 sheet, with each data point in its own column, and with one row per employee (for non-Directory information, the data below will be provided for Graduate Workers who have executed a FERPA waiver set forth in Article 2 (Bargaining Unit Information/FERPA Consent):

11.6(f)(1) Legal first name;

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

11.6(f)(3) Legal last name;

11.6(f)(4) BUID;

11.6(f)(5) Job title;

- 11.6(f)(6) Department;
- 11.6(f)(7) Dates on which the deduction is based the deduction;
- 11.6(f)(8) Rate of pay, whether hourly or per semester;
- 11.6(f)(9) Earnings on which the deduction is based;
- 11.6(f)(10) Amount of dues deducted;
- 11.6(f)(11) Amount of agency fee deducted; and
- 11.6(f)(12) Amount of COPE contribution deducted.

11.7 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.

11.7(a) Correction. 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 a Graduate Worker or the Union—during the next pay period, or within a reasonable amount of time based on administrative requirements and the circumstances.

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

11.8 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 a Graduate Worker arising out of or by reason of action the University takes pursuant to this Article.

ARTICLE 12 – APPOINTMENTS AND ASSIGNMENTS

12.1 Academic Appointment Letters. Graduate Workers shall receive letters confirming the terms and conditions of their acceptance into an academic program. However, those letters and any other correspondence related to a graduate student’s academic status and standing are not covered by this Article.

12.2 Each Graduate Worker job assignment shall be made in writing and shall include the terms of the job assignment. The University shall have one (1) year from the ratification of this Agreement to fully implement this provision.

12.3 Assignment Lengths. Job assignments for stipended Graduate Workers shall be for a minimum length of one (1) semester. Hourly positions will be appointed based on the term associated with that position and will be for a minimum of one (1) week. Nothing in this

Article shall prevent or discourage the University from making assignments that exceed one (1) semester.

12.4 Timeline for Notification.

Student employees must complete an I-9 in order to be hired into Graduate Worker roles. The timelines for notification below are applicable to any continuing student that has already completed an I-9 form; new students will receive their job assignment letter (12.4c) as soon as practicable after the submission of their I-9 form.

12.4(a) Job Title Notification. The University will notify stipended Graduate Workers of their job title (e.g. whether they are in a research or a teaching role) at least four (4) weeks prior to the start of the semester or term. Hourly Graduate Workers will be notified of their job title when hired. This notice may be sent either informally via email or via other written communication. If there are no changes to the Graduate Worker's job title or compensation, this notice may be issued once for the entire academic year.

12.4(b) General Teaching Assignments. The University shall notify Graduate Workers with teaching roles which course(s) they are teaching at least four (4) weeks prior to the start of the semester or term. This notice may be sent as part of the job title notification and can be distributed either informally via email or via other written communication. Nothing in this section shall prevent offers of teaching assignments that are created after the four (4) week window.

12.4(c) Letters of Assignment. Stipended Graduate Workers shall receive detailed information about their job assignments at least two (2) weeks prior to the start of the semester or term. Hourly Graduate Workers shall receive detailed information about their job assignments when hired. The assignment letters will contain the information outlined below.

12.4(c)(1) Job title;

12.4(c)(2) Effective start and end dates of the job;

12.4(c)(3) Employment unit (e.g., department, college, institute, area, center, etc.);

12.4(c)(4) Stipend for the assignment or the effective hourly rate, whichever is most relevant to the job assignment;

12.4(c)(5) Instructions on where to find information regarding any benefits of employment not detailed in this Agreement;

12.4(c)(6) Response requirements, if any, including deadlines; and

12.4(c)(7) A statement reading, "The work pursuant to this job assignment is covered by a Collective Bargaining Agreement negotiated 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.

12.4(d) Nothing in this Article shall preclude the University from offering newly available employment opportunities after the normal deadlines.

12.4(e) **Job Duties and Expectations.** The University shall provide Graduate Workers with applicable documentation detailing the specific duties of the job for that semester, including but not limited to:

12.4(e)(1) For All Graduate Workers

12.4(e)(1)(i) The duties that the Graduate Worker will be required to perform, including A) a general description of the work assignment, B) any mandatory employment meetings, and C) any obligations such as those required of mandatory reporters;

12.4(e)(1)(ii) The Supervisor's name and contact information;

12.4(e)(1)(iii) The expected number of hours per week required of the Graduate Worker;

12.4(e)(1)(iv) Instructions on how to record and submit hours worked, if applicable; and

12.4(e)(1)(v) Information regarding any mandatory orientation and/or training required in order to complete the assignment, including safety training.

12.4(e)(2) Additional Information Regarding Instructional Services

12.4(e)(2)(i) The assigned course title and catalog description;

12.4(e)(2)(ii) The course meeting times and location(s);

12.4(e)(2)(iii) If known, any specific requirements of the course, including but not limited to any required or standard syllabus, textbook, or other instructional materials;

12.4(e)(2)(iv) The maximum number of students that has been set by the University Unit for the class, section, or lab.

12.4(e)(3) Additional Information Regarding Other Services

12.4(e)(3)(i) The location(s) of assigned work area(s);

12.4(e)(3)(ii) Any days or times when the Graduate Worker's presence will be required in the assigned work area; and

12.4(e)(3)(iii) Information related to any known health or safety hazards related to the work assignment, such as potential exposure to harmful chemicals or dangerous machinery.

12.4(e)(3)(iv) If any of this information is not known at the time of notification, the Graduate Worker will be informed as soon as is reasonable under the circumstances.

12.5 **Cancelations.** In the event that a Graduate Worker's assignment is canceled after it has been offered and accepted, the University shall offer the Graduate Worker a reasonably similar assignment for which they are qualified and available to work if such a position is available.

12.6 **Posting Available Positions.** Any student employment opportunity that requires an application will be posted through the Student Job Service managed by the Student Employment Office (<https://www.bu.edu/seo/students/studentjobservice/>). Assignments for PhD students within the five-year funding guarantee and other stipended workers will be made by the department, program, school or college associated with their academic appointment.

ARTICLE 13 – WORKLOAD

13.1 Graduate Workers carry both academic and work-related responsibilities. Time spent by Graduate Workers on their academic efforts is not subject to this Article and may be beyond their work expectations. The parties acknowledge that this Agreement should not in any way define the amount or type of academic effort necessary for a student to make satisfactory progress towards their degree.

13.2 **Reasonable Fluctuations.** The Union acknowledges that the specific hours worked each week will fluctuate for some Graduate Workers due to the nature of their work. The Union also acknowledges that the paid research work of a Graduate Worker may overlap with the academic work a student does toward receipt of their graduate degree.

13.3 Workload Limitations. Notwithstanding the above, no Graduate Worker shall be compelled or pressured to work more than twenty (20) hours per week as part of their employment. Consistent with USCIS regulations, international Graduate Workers may not work more than twenty (20) hours per week while classes are in session.

13.3(a) Beyond Twenty (20) Hours. As set forth in University policy, domestic Graduate Workers may on a case-by-case basis request approval to work more than twenty (20) hours per week for an extended period but may not be compelled or pressured to continue with such work when they choose to stop. International Graduate Workers may be offered such additional work during University break periods, such as Intersession and Spring Break, or during any academic period in which they are not classified as full-time, either by registration or certification. See: <https://www.bu.edu/academics/policies/student-work-hours-for-employment/>

13.3(b) Similar Workloads. Graduate Workers with substantially similar assignments shall have similar workload expectations. In the event that multiple Graduate Workers are assigned to the same class, lab, or research group under the same job title, workload and assignments will be distributed as equitably as practicable.

13.3(c) Meetings. Required meetings, trainings, and orientations shall be paid. Such required events shall be scheduled on business days, defined here as Monday through Friday, and, whenever possible, during business hours, defined here as 9 a.m. to 5 p.m.

13.3(d) Class Hours. Graduate Workers who must attend all classes to fulfill their teaching and/or grading responsibilities shall include the meeting periods of the class toward their weekly hourly expectation. Additionally, reasonable preparation time and other activities that occur outside of class shall be included toward Graduate Workers' weekly hourly expectations. If the Graduate Worker and the Instructor of Record for the class do not agree on whether or not attending classes is necessary, the Graduate Worker's employment unit will make the final determination.

13.4 Workload Adjustments. A Graduate Worker who believes their assigned workload cannot reasonably be completed within the time limits specified, or who believes their workload differs substantially from similarly situated employees, may bring such concerns to their Supervisor. Adjustments to a Graduate Worker's workload shall be made in response to a Graduate Worker's concerns after prior consultation and agreement with the Graduate Worker's manager or supervisor. Any workload adjustment must be consistent with BU policy limiting work by students to an average of twenty (20) hours per week.

13.5 Workload Stability. A Graduate Worker in an hourly position shall be entitled to employment each week that fulfills the hourly expectations stated in their appointment letter.

13.6 **Additional Employment Opportunities.** Graduate Workers appointed for less than twenty (20) hours per week may be offered the opportunity to perform additional work in any given week that exceeds the expectations stated in their appointment letter. Such opportunities shall be optional and no Graduate Worker may be pressured to accept them or disciplined for declining them.

ARTICLE 14 – PERFORMANCE EVALUATIONS

14.1 **Professional Feedback.** By the beginning of the Fall 2025 semester, Supervisors shall provide regular feedback to Graduate Workers on the work they perform. This feedback will represent their role as workers, not as students, including advice, guidance, and support on how to improve their work performance. Flexibility in such feedback is encouraged to address the broad nature of work performed by Graduate Workers and their individual needs.

14.2 Notwithstanding the flexibility encouraged in Section 14.1, the following minimum standards shall be met by the Graduate Worker's Supervisor:

14.2(a) **Early Intervention.** If a Supervisor has reasonable concerns about a Graduate Worker's job performance, the Supervisor shall meet with the Graduate Worker as soon as practicable to discuss such concerns and provide the necessary guidance and support for the Graduate Worker to improve.

14.2(b) **Written Feedback.** Supervisors shall provide written feedback to each Graduate Worker they supervise at least once per semester (which may include at the conclusion of the semester).

14.2(b)(1) University Units are encouraged to adopt their own forms or procedures for determining the parameters of such written feedback. A sample form is included in this Agreement as Appendix B; any Unit may use this form as their standard.

14.2(b)(2) University Units shall make evaluation procedures and standards available to all their Graduate Workers and to the Union, and shall meet with the Union prior to implementing any changes to discuss them. Changes may not go into effect mid-semester or term, except by mutual agreement between the University and the Union.

14.2(c) **Observation.** Supervisors, in order to provide effective feedback, may observe Graduate Workers in the performance of their duties. For Graduate Workers who teach independently, whether as Instructors of Record or not, such observations shall be scheduled in advance by mutual agreement. A Graduate Worker may also specifically request an observation with written feedback at a time scheduled in advance by mutual agreement; such request shall not be unreasonably denied.

14.2(d) **Student Evaluations.** While student evaluations may inform a Supervisor's feedback, they shall not serve as the sole or primary basis for such feedback.

14.2(e) **Constructive Feedback.** The written feedback will include an emphasis on encouragement, and/or the development of skills, and/or practices, and/or techniques, as appropriate.

14.2(f) **Right to Meet.** The Graduate Worker may request and receive a meeting to discuss the written feedback provided by the Supervisor.

ARTICLE 15 – PERSONNEL RECORDS

15.1 **Records.** By the beginning of the Fall 2025 semester, the University will establish a system for the handling and maintenance of Graduate Workers' personnel records. Personnel records shall be kept separately from educational records and shall include, but not be limited to:

15.1(a) Appointment and assignment letters (see Article 12);

15.1(b) Written performance feedback (see Performance Evaluations Article 14); and

15.1(c) Information that may lead to disciplinary action.

All materials added to a personnel record will include the date they were added.

15.2 **Copies and Comments.** The University shall notify a Graduate Worker within 10 days of the University placing in the Graduate Worker's personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the Graduate Worker's qualification for employment, promotion, transfer, additional compensation or the possibility that the Graduate Worker will be subject to disciplinary action. The University may require the Graduate Worker to sign the item to acknowledge receipt, but such signature shall not be construed as agreement or disagreement with the contents. A Graduate Worker 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. A Graduate Worker will also, upon written request, be given a copy of their personnel record.

15.3 **Records Access.** A Graduate Worker may receive a copy of their personnel record within five (5) business days upon written request to their respective School or College Dean's Office of Finance and Administration (or other relative administrative office that handles Graduate Workers files).

15.4 **Course Evaluations.** Graduate Workers shall have access to evaluations for the portion of courses for which they have primary responsibility (e.g. entire courses for instructors of

record; lab sections; discussion sections). Graduate Workers shall not be entitled to course evaluations insofar as the evaluation is focused on the teaching or instruction undertaken by someone other than them. The University is in the process of implementing for Fall 2024 a new student information system which it expects will permit TAs and TFs to have access to the course evaluations for those sections/labs for which they are responsible. In the event that the new student information system is unable to meet that expectation, the matter will be referred to the JLMC for consideration of alternative means by which course evaluations or the relevant information can be shared with the TAs and TFs.

- 15.5 **File removal.** The Graduate Worker is not permitted to remove any documents from their personnel record. However, the Graduate Worker shall have the right to request removal or the correction of any material they believe is factually incorrect. Upon verification of the inaccuracy, the University will correct the personnel record as soon as possible.
- 15.6 **Grievances.** No provision under this article is grievable until thirty (30) days after the beginning of the Fall 2025 semester.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

16.1 **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 and research misconduct policies – shall be at the University’s sole discretion and shall not be subject to the grievance or arbitration Article (Article 17).

16.1(a) The Union acknowledges that an individual who ceases to be a graduate student at the University cannot continue to serve as a Graduate Worker.

16.1(b) The Union acknowledges it has no right to interfere with or grieve decisions regarding student or academic status, including such decisions that may impact a student’s employment, unless the decision is prompted by employment activities.

16.2 **Just Cause.** The University reserves the right to discipline Graduate Workers for reasons of just cause relating to their employment. A Graduate Worker 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 a Graduate Worker from the University or take an adverse action against a Graduate Worker for academic reasons.

16.3 **Proportional Discipline.** Discipline may include verbal warnings, written warnings, unpaid suspensions, or discharge and shall be reasonable, proportional in nature to the actions warranting discipline, and consistent with responses to substantially similar actions. Negative performance reviews shall not be considered a form of discipline.

16.4 **Progressive Discipline.** Typically, discipline should be progressive in nature, beginning with verbal warnings and progressing through the other forms of discipline mentioned above with

each new infraction. However, certain infractions may warrant more immediate escalation, provided that discipline remains reasonable, proportional, and consistent.

16.5 Student/Worker Separation. A Graduate Worker's discipline shall not impact their student status, unless the actions leading to discipline also constitute a student infraction. In such cases, the actions may be processed as both an employee and student infraction separately. Similarly, actions taken that result in discipline for a student shall not affect the Graduate Worker's employment, unless the discipline renders the student ineligible for employment as a Graduate Worker. Notwithstanding the foregoing, allegations that an individual has violated the University's academic and research misconduct policies shall be addressed solely through the processes set forth in those policies and shall not be subject to the grievance and arbitration article (Article 17) of this Agreement.

16.6 Remedial Measures. The University, in its sole discretion, may, in addition to issuing disciplinary action, attempt reasonable remedial measures with which the Graduate Worker must comply. Such remedial measures may include a requirement to work with the Office of Faculty and Staff Assistance or other measures as deemed appropriate by the University or its Office of Faculty and Staff Assistance.

16.7 Paid Administrative Leave. At the discretion of the University, a Graduate Worker 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 Graduate Worker. The University shall consider which University facilities and/or resources, if any, the Graduate Worker may retain access to during this time; legitimate concerns about the health and safety, including the mental wellbeing, of University community members may be grounds for restricting or denying such access during said leave. Being placed on paid administrative leave is not considered a form of discipline. In no event shall paid leave status extend beyond the conclusion of the investigation and the University's initial decision that results from the investigation. If the University's initial decision includes a decision to place the Graduate Worker on unpaid administrative leave:

16.7(a) The Graduate Worker's pay will not be discontinued until the University's issuance of the Step 3 grievance decision or until the Union declines or fails to pursue the grievance further, whichever comes first; and

16.7(b) The Union will not decline a request by the University to proceed initially at Step 3.

16.8 Notice.

16.8(a) A Graduate Worker shall be notified of the potential for discipline in writing as soon as practicable as the University begins any investigation into the Graduate Worker's conduct. Such notice shall be in writing and a copy shall be sent to the Union. The notice shall contain the following: "You are entitled to union

representation in any investigatory meeting which you reasonably believe could lead to discipline. You may request union representation by contacting your union at www.seiu509.org."

16.8(b) Notice shall be given at least three (3) business days prior to any investigatory meeting, to allow adequate time to secure union representation, and reasonable efforts shall be made to schedule such meetings at mutually agreeable times. This notice may be shortened in the event that circumstances reasonably require a shorter notice period. Investigatory and disciplinary meetings may be virtual to facilitate promptness and fair representation.

16.9 Extenuating Circumstances. Investigatory meetings generally may not be scheduled, nor disciplinary action be taken, for Graduate Workers on extended medical leave, family leave, grievance leave, or while the Graduate Worker is traveling internationally. However, in the event that circumstances reasonably require that such meetings occur while the Graduate Worker is on leave or traveling internationally, all efforts will be made to schedule the investigatory meeting virtually at a time of convenience to the Graduate Worker. If necessary, the Graduate Worker may be placed on paid administrative leave until such time as the investigatory meeting may be conducted or the discipline implemented. This reprieve shall not apply to Graduate Workers whose relevant actions have resulted in bodily harm or have led to a criminal conviction.

16.10 Expedited Timeline for International Graduate Workers. In cases where potential discipline could impact a Graduate Worker's visa status, the University shall make every effort to expedite its investigation through all reasonable efforts that still allow for a fair and thorough review of all relevant information and the observance of the Graduate Worker's rights. It shall communicate its findings and their potential impact on visa status as quickly as reasonably possible to maximize the Graduate Worker's time to consider their options for grievance or appeal, and shall provide weekly updates.

ARTICLE 17 – GRIEVANCE, MEDIATION, AND ARBITRATION

17.1 This is the sole and exclusive procedure for the resolution of Graduate Worker grievances under this Agreement.

17.2 General Provisions.

17.2(a) Failure by the Grievant to comply with the Step 1 time limitations shall preclude any subsequent filing of the grievance, and the grievance shall be deemed waived by the Graduate Worker and the Union.

17.2(b) All time limits herein may be extended by mutual agreement expressed in writing.

17.2(c) Any grievance filed by the Union on behalf of two or more Graduate Workers 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.

17.2(d) Failure of the Union to provide copies of the grievance in Step 1, Step 2, or Step 3 to the Office of Labor Relations shall not be grounds to dismiss or not proceed with the grievance.

17.3 Presentation of Grievance. A Graduate Worker 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. In addition to the relevant Supervisor, the Step 1 grievance must be filed with the Office of Labor Relations (or the respective authorized designee).

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

17.4(a) **Step 1.** The Graduate Worker shall discuss the grievance with the Supervisor. If the grievance is not satisfactorily adjusted within ten (10) business days from the 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.

17.4(b) **Step 2.** Grievances filed at the Step 2 level must be filed within twenty (20) business days following the discussion with the Supervisor. The Step 2 grievance must be filed with the Office of Labor Relations (or the respective authorized designee). If the grievance is filed within the time limits, the Office of Labor Relations (or authorized designee) shall conduct a Step 2 meeting within ten business (10) 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.

17.4(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 Associate Provost (or authorized designee) and simultaneously filed with the University's Office of Labor Relations (or authorized designee). If the grievance is appropriately filed within the time limits, the Associate Provost and/or Office of Labor Relations (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.

17.5 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.

17.6 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.

17.7 Mediation. The parties may, by mutual consent, take any grievance to mediation before the grievance proceeds to 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.

17.8 Arbitration. A grievance not resolved by Step 3 or through the mediation process may be appealed to arbitration by either the Union or the University by giving written notice to the other party and the American Arbitration Association within twenty (20) business days of the last mediation meeting. The selection of the Arbitrator shall be in accordance with the rules of the American Arbitration Association.

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

17.8(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.

17.8(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.

17.8(d) The decision of the Arbitrator shall be final and binding upon the parties, although each side retains whatever rights it has under federal law to challenge the decision and award.

17.8(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 or academic rights under this Agreement.

17.9 No Penalty for Attending Grievances. The parties will make every effort to schedule grievance, mediation, and arbitration hearings so as not to interfere with a Graduate Worker's academic or work obligations. If a Graduate Worker must miss a class, 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 Graduate Worker.

ARTICLE 18– COMPENSATION

18.1 Stipends.

18.1(a) **Minimum Rate.** Effective 30 days following ratification of this contract, each PhD student shall receive a stipend equal to or greater than \$45,000 for a twelve (12)-month appointment as defined by our academic calendar. The University may pay more than the minimum rate at its discretion, so long as all similarly situated PhD Graduate Workers funded within a given Department or Program are paid at the same rate.

18.1(b) **Twelve (12)-Month Support.** All stipended PhD Graduate Workers within their guaranteed funding period will receive 12 months of support. This means that Graduate Workers who had previously received eight (8)-month appointments will receive an additional four months of stipend support for approved (research) service or scholarship, to be approved by their departments.

18.1(c) **Salary Equivalency.** Stipends shall be treated as salaries; pay shall not be docked if a Graduate Worker performs fewer hours of service than expected in a given week, nor shall Graduate Workers be required to work past the expiration of their contract to "make up" hours not worked during the contract period.

18.2 Hourly Pay.

18.2(a) **Minimum rate.** Effective 30 days following ratification of this contract, Graduate Workers paid on an hourly basis shall be paid a minimum of \$20 per hour. The University may pay more than the minimum rate at its discretion, so long as all similarly situated Graduate Workers within a Department or Program are paid at the same rate.

18.2(b) **Overbase.** In the event that a Graduate Worker paid on an hourly basis voluntarily agrees to work more than twenty (20) hours in one week, and such agreement is approved by the Supervisor, the Graduate Worker's additional time shall be compensated at a rate one and a half (1.5) times greater than their normal effective hourly rate.

18.3 **Annual Adjustments.** Stipends (including the minimum stipend), hourly pay, and instructor of record pay shall increase annually by 3%. All annual adjustments shall take effect on September 1 of each year.

18.4 **Implementation.** Any Graduate Worker who, at the time of ratification of this Agreement, earns more than the relevant minimum rate established in this Article shall receive a four percent (4%) increase to their stipend, hourly pay rate, and/or instructor of record pay in year 1 of the agreement.

ARTICLE 19 – PAYDAY

19.1 **Timely Pay.** Graduate Workers shall be paid on a timely basis, in accordance with the University’s normal business operations, provided the Graduate Worker has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

19.2 **Pay Stubs.** Graduate Workers 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.

19.3 **Weekly Pay.** Graduate Workers shall be paid according to the University’s weekly pay schedule, which is published on the Boston University payroll website. This does not include Graduate Workers in roles which the University has traditionally designated as non-service, who may continue to be paid monthly or more frequently. Any changes to this schedule following its initial publication shall be communicated to all Graduate Workers no less than thirty (30) days before they take effect.

19.4 **Direct Deposit.** The University pays employees through Direct Deposit. Graduate Workers are required to provide their bank information in order for pay to be electronically deposited.

19.5 **Emergency Payments.** In the event that an error on the part of the University prevents the timely payment of a Graduate Worker, the Graduate Worker may request emergency funds up to but not exceeding the amount they are owed by contacting the payroll liaison within the appropriate School during normal business hours and will receive payment within the timeline required by Massachusetts wage and hour laws. In such cases, the University shall provide payment through whatever means are most expedient, including (but not limited to) the issuance of a physical check or cash payment.

ARTICLE 20 – PROFESSIONAL DEVELOPMENT AND TRAINING

20.1 **Statement on Professional Development and Training.** The parties recognize the importance of professional development in enhancing the academic training and career preparation of graduate students. The parties recognize that multiple University offices currently provide professional development to graduate students. Nothing in this agreement will preclude the University from creating, enhancing, modifying, or eliminating training and professional development programs provided to graduate students.

20.2 **Professional Development Opportunities.** Graduate Workers may attend any professional or career development activity that is offered, hosted, and/or sponsored by the University for their degree-specific population (e.g., Ph.D., J.D., etc.) free of charge.

20.3 **Communication of Professional Development and Training.** The University will communicate available professional development opportunities to bargaining unit members via the University website throughout the year, as well as through email

newsletters each semester and once during summer term. When possible, this information will also be shared at School or College orientations where Graduate Workers are expected to be in attendance.

- 20.4 **Expansion of Professional Development and Training.** The Union shall notify the University as to the need for any Graduate Worker-specific professional development opportunities beyond those already offered. The University will make reasonable attempts to provide such opportunities at no additional cost to Graduate Student Workers, or to provide access to such or similar opportunities through other means (e.g., arranging access to attend opportunities at other universities or community providers) and make reasonable attempts to cover the cost of attending such opportunities offered outside of the University.
- 20.5 **Instructional Training.** Many Schools or Colleges require instructional training as part of graduate degree program requirements. The University will endeavor to expand these trainings and create a standard for instructional training that individual departments or programs may replicate and implement by Fall 2026. The University also offers optional virtual and in-person instructional training opportunities that are available to graduate students and which will be regularly communicated by the University to Graduate Workers and at the start of each semester if applicable.
- 20.6 **Positive Culture.** The University strongly encourages supervisors to promote an academic culture that is supportive of professional and career development for graduate students, recognizing that these opportunities help Graduate Workers both as students and as workers develop as professionals and enhance the performance of their work-related responsibilities.

ARTICLE 21 – GRADUATE STUDENT HELP FUND

21.1 Graduate Student Help Fund. The University will establish a large-scale dedicated Graduate student Help Fund of \$200,000, renewed annually on September 1, starting in Fall 2024, to assist graduate students.

21.2 Acceptable Uses of Funds.

21.2(a) Emergency Funding. Graduate students may apply for emergency funding when they experience unforeseen financial burdens, such as those associated with personal health crises, loss of immediate family member(s), housing crises (e.g., catastrophic loss or severe damage to residence), or any other significant and unforeseeable catastrophic events.

21.2(a)(i) Emergency funding is intended as needs-based financial support for alleviating applicants' acute financial burden.

21.2(a)(ii) The management and approval of applications for emergency funding will be overseen by the Dean of Students' office so that requests can be expedited within 2 business days. Students who are

ineligible for emergency funding will be offered low or zero interest loans to help manage their expenses.

21.2(b) Professional Development Grants. Graduate students may use these grants to cover travel expenses, room and board, materials, equipment, childcare, and any other expenses related to their professional development. Each student may be awarded up to \$1500 each year to cover costs related to their professional development, distributed on a rolling basis.

21.2(b)(i) Criteria for these grants will be defined annually by Graduate Affairs in the Office of the Provost. Any changes to criteria year to year will be discussed first with the Joint Labor Management Committee (JLMC) prior to implementation.

21.2(b)(ii) Where possible, payment for items associated with the professional development grants will occur through the University, limiting costs that are paid up-front by the student. Reimbursement for approved expenses shall be issued via direct deposit within thirty (30) days of the application.

21.2(b)(iii) Graduate students may apply to the fund prior to incurring expenses for professional development activities. If approved, either the student shall receive advance payment for the activity, or the University shall pay for approved expenses directly.

21.2(b)(iv) Review and approval of professional development related requests will be handled by a professional development Joint Committee, consisting of three (3) Union representatives and up to three (3) University representatives. This Joint Committee shall review all relevant applications to ensure the intended expenses constitute one of the acceptable uses described in section 21.2.

ARTICLE 22 – INTERNATIONAL WORKER RIGHTS

22.1 **Intent.** As a leader in higher education, Boston University is committed to attracting the best students from around the world to support its mission of distinguished research and academics. The University seeks to provide a safe, inclusive, and equitable environment for all employees, including international employees, regardless of immigration status.

22.2 **Protections.** Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs or other immigration statuses, the University shall not disclose any Graduate Worker's immigration information or personal identifiable information (PII) to any government entity. The Union acknowledges that some information may be publicly available on University-maintained websites or other publications, and that this does not constitute disclosure for purposes of

this Section. The University will remove any such publicly available information upon request of the Graduate Worker. Protected information includes but is not limited to:

22.2(a) Immigration status

22.2(b) Temporary or permanent home address

22.2(c) Contact information

22.2(d) Workplace

22.2(e) Work schedule

22.3 **Immigration Assistance.** While the University is not able to provide legal advice to employees, the University affirms its commitment to helping all employees admitted under F-1, J-1, and other immigration statuses to navigate the immigration process and will provide general guidance and information with respect to their rights and responsibilities, SEVIS record maintenance, the rules and regulations governing their immigration status, and travel out of and reentry into the United States.

22.3(a) **ISSO Guidance.** The International Students and Scholars Office (ISSO) will make a good faith effort to provide accurate, timely, up-to-date information regarding U.S. immigration regulations and policies concerning international student employees. The University will take all reasonable steps to assist international Graduate Workers in case incorrect or inaccurate information is given by the ISSO.

22.3(b) **ISSO Timelines for Response.** The ISSO will act in good faith and in a timely fashion to provide assistance and necessary documentation for international student employees.

22.3(b)(1) **Inquiries.** The ISSO will normally respond to questions and inquiries, including but not limited to general immigration questions, within five (5) business days.

22.3(b)(2) **Documentation.** The ISSO will normally provide the requested immigration document or authorization through the ISSOPortal within ten (10) business days of receiving a request that includes all regulatorily required information and materials. If the ISSO requires additional documentation and/or corrections to process the request, the ISSO will promptly notify the international student employee about the missing or incorrect information or documentation. The ISSO will make reasonable efforts to provide the requested immigration document or authorization within the initial ten (10) business days, excluding any time it may take for an international student employee to provide all required information and

materials. If there are special circumstances with an international student employee's case that necessitate additional processing time, the ISSO will:

22.3(b)(2)(i) give notice to the international student employee within the original time limits stated above,

22.3(b)(2)(ii) confirm any additional information or materials required to complete this processing, and

22.3(b)(2)(iii) approximate the amount of additional time needed, excluding any time it may take for an international student employee to provide all required information and materials.

22.3(b)(3) Emergency Assistance. If an international student employee is abroad and unable to enter the United States, the international student employee will promptly notify their assigned ISSO international student staff advisor by email and copy the ISSO general email address, isso@bu.edu, if they require documentation necessary to return to the U.S. in F-1 or J-1 student status. The ISSO will provide necessary documents and support as reasonably quickly as possible and no longer than ten (10) business days of receiving the required information/documentation from the international student employee and/or U.S. government agency.

22.3(c) Documentation. The University shall continue to send I-20s and other immigration documentation through secure email.

22.3(d) Updated Information. The ISSO will continue to promptly update its website in response to any officially published changes in federal, state, local, or University-wide policies affecting international student employees. The ISSO will clearly list the required materials for requesting immigration documentation or authorization, on both its website and the ISSOPortal, and will explicitly highlight any changes that have been made to the requirements within the past year. The ISSO will also notify F-1 and J-1 students when regulatory changes could impact their continued studies and/or employment.

22.3(e) List of Attorneys. The ISSO does not provide Graduate Workers with legal advice, but it will maintain a list of attorneys and agencies for referral, including pro-bono agencies, for international student employees experiencing complex immigration issues beyond the scope of ISSO guidance.

22.3(f) Immigration Workshops. The ISSO will invite immigration attorneys to offer in-person and virtual workshops throughout each academic year to discuss H visas, green cards, and other immigration-related topics. The University will make

reasonable efforts to record any such presentation for additional viewing, provided that the immigration attorney(s) and session presenter(s) consent to such recording.

- 22.4 In cases where a Graduate Worker is unable to return to the United States as a result of their immigration status for reasons outside of the Graduate Worker's reasonable control (e.g., administrative processing) and through no fault of their own, the University will evaluate if the Graduate Worker can perform their duties remotely from outside the United States, for a limited period of time, subject to legal restrictions in the US and the country where the Graduate Worker may be. Such requests must be approved in writing, and in advance of the start date, by the Office of the Provost. Any determination made under this section is not subject to the Grievance and Arbitration article.
- 22.5 **International Student Employees Unable to Work.** If the University is not able to lawfully employ or continue to employ an international student as a result of their immigration status through no fault of their own, the University will meet with the international student employee and the Union to discuss reemployment into their previous position or another position if their previous position is unavailable. The University will make reasonable efforts to reemploy the international student after they obtain work authorization or immigration status that lawfully permits them to work.
- 22.6 **English Language Support.** The University shall create a University-wide Working Group with representatives from various constituencies, including at least two (2) Union representatives, to evaluate the English-language needs of international student employees, and the availability and the effectiveness of resources currently available. International student employees who are members of the Working Group will be provided release time to attend meetings of the Group without loss of pay. By the end of the Fall 2025 semester, the Working Group will produce a list of recommendations to improve ESL services at the University, including but not limited to enhancing programs, and affordable proof-reading resources for teaching and research work products.
- 22.7 **Fellowship and Grant Support.** The Office of Research will provide resources organized by department or discipline to assist international student employees in identifying and applying for fellowships and grant funding for which they are eligible.

ARTICLE 23 – BENEFITS

- 23.1 The parties acknowledge that students receive a number of benefits as enrolled students of the University. This Agreement does not impact the benefits the University can offer graduate students, and the University reserves the right to modify student benefits at any time.
- 23.2 **Health Plan.** The University will continue to offer student health plans to all PhD students receiving full stipends and within the funding guarantee at no cost. Information about these benefits may be found here: <https://www.bu.edu/grad/admission-funding/phd-funding/>.

23.2(a) **Gender-affirming care.** The health plan provided to PhD students receiving full stipends and within the funding guarantee at BU will provide gender affirming care. A side letter describes our commitment in more detail.

- <https://www.bu.edu/shs/getting-started/lgbtq-plus-students/gender-affirming-healthcare/>
- https://www.aetna.com/cpb/medical/data/600_699/0615.html

23.2(b) **Dependents.** All graduate workers may add dependents upon enrollment or after a qualifying life event.

23.2(b)(1) The University will fully pay for the cost of adding dependent child(ren) 6 years old or under for Graduate Workers who meet the following criteria: Full-time PhD students in good academic standing at Boston University and within the funding guarantee; Child(ren) 6 years old or under by the August enrollment date of the year of application; Combined household modified adjusted gross income must be \$100,000 or less (Modified adjusted gross income is the household's adjusted gross income with any tax-exempt interest income and certain deductions added back); In two-parent families, each parent must be enrolled in school at least part-time, working full-time, or unemployed, but actively seeking employment outside the home.

23.2(c) **Travel and field study abroad.** For information pertaining to health coverage while traveling abroad, the following provides important information and detail: <https://www.bu.edu/globalprograms/manage/international-travel/health-insurance/>.

23.3 **Dental Plan.** The University will provide dental plan options as a voluntary option to all Graduate Workers, subject to the University's right to amend the plans. The University will provide a \$100 dental subsidy to all Graduate Workers in PhD programs who are receiving full stipends and within their funding guarantee.

23.4 **Vision Plan.** The University's Student Health Insurance Plan (SHIP) continues to provide coverage for an annual eye examination. Further, the University continues to offer a vision discount program at no additional cost for eyewear, lenses, and other vision care products.

ARTICLE 24 – CHILDCARE SUBSIDY AND PARENTAL LEAVE

24.1 **Childcare Subsidy.** The University will provide a fund to support childcare subsidies for PhD students (and other students who receive full-time stipend support) within their funding guarantee.

24.1(a) **Eligibility Criteria.**

- 24.1(a)(1) Graduate Workers must be enrolled full-time and in good academic standing.
- 24.1(a)(2) Combined household modified adjusted gross income must be \$100,000 or less. Modified adjusted gross income is your household's adjusted gross income with any tax-exempt interest income and certain deductions added back.
- 24.1(a)(3) If both parents are Graduate Workers at Boston University, only one application per family may be submitted.

24.1(b) Amounts Per Child.

- 24.1(b)(1) Children ages 0-5 years old. Graduate Workers will receive a childcare subsidy of \$3,500 per child per year. This amount will be increased by 4.5% in September of each academic year. A Graduate Worker whose child's 6th birthday falls after September 1 will receive the subsidy for children ages 0-5 years old.
- 24.1(b)(2) Children ages 6-10 years old. Graduate Workers will receive a childcare subsidy of \$2,000 per child per year.
- 24.1(b)(3) Disabled children ages -10-18 years old. Graduate Workers will receive a childcare subsidy of \$2,000 per child per year.

24.1(c) **Reimbursement.** Any conference, research or travel grant awarded by BU will allow childcare as a potential reimbursable expense.

24.2 Parental Leave.

24.2(a) **Eligibility.** The University will update its Childbirth and Adoption Accommodation Policy for Full-Time PhD Students such that it describes the leave benefits outlined in Section 24.2b and such that it applies to all full-time stipended Graduate Workers working 20 hours per week.

24.2(b) **General Provisions.** Full-time stipended Graduate Workers are eligible for fourteen (14) weeks of paid leave for the birth or adoption of a child. Both birthing and non-birthing parents are eligible for parental leave.

24.2(c) Procedures for Use of Leave.

- 24.2(c)(1) Graduate Workers must take parental leave within twelve (12) calendar months of the birth or adoption.
- 24.2(c)(2) The Graduate Worker shall remain registered as a full-time or certified full-time student during the leave period.

ARTICLE 25 – COMMUTING BENEFITS

- 25.1 **Student Benefits.** This Agreement does not impact the benefits the University can offer graduate students, and the University reserves the right to modify student benefits at any time.
- 25.2 **Commuter Benefits.** Graduate Workers may choose from one of the following commuter benefits during each semester or summer-term they are within the unit:
- 25.2(a) **MBTA Subsidy.** Graduate Workers who choose this benefit will be provided with a 50% subsidy for MBTA passes. During the academic year, this will reflect a subsidized rate for the student pass. During the intersession and summer term months, this will reflect a 50% subsidy on the pass chosen by the Graduate Worker.
- 25.2(b) **Bicycling.** Graduate Workers who choose this benefit will be eligible for the Bike Commuter Reimbursement Benefit. More information about the Bike Commuter Reimbursement benefit can be found here:
<https://www.bu.edu/transportation/bicycling/bicycle-commuter-reimbursement-benefit/>
- 25.3 **Bluebikes.** Graduate Workers also have access to the Bluebikes discount program, which provides eligible students access to Metro Boston’s bike share program at a discounted annual rate. More information about Bluebikes can be found here:
- <https://www.bu.edu/transportation/bicycling/bluebikes-discount/>

ARTICLE 26 – PAID TIME OFF

- 26.1 **Leaves of Absence.** Graduate Workers are entitled to various leave benefits to the extent they are eligible under applicable law (e.g., FMLA, Massachusetts Earned Sick Leave, Massachusetts Domestic Violence Leave, Massachusetts Paid Family and Medical Leave). These leaves may be paid or unpaid, as required by applicable law.
- 26.2 **Holidays and University Recesses.** PhD students are entitled to take leave on holidays designated by the University as well as during intersession in accordance with University policy.
- 26.2(a) **Work Required During Holidays and Recesses.** Where practicable, Graduate Workers will not be required to work during designated University holidays or recesses except to complete time-sensitive tasks necessary to maintain the integrity of research (e.g., tending to live specimens) or to teach, when scheduled to do so in the normal course during the academic calendar.
- 26.2(b) **Religious Holidays.** Graduate Workers are entitled to request reasonable religious accommodations to the extent they hold a sincerely held religious belief that

conflicts with a University policy, procedure, or other employment requirement. The University will evaluate any such request in accordance with applicable law.

26.3 **Sick Leave.**

26.3(a) PhD students are entitled to 15 days of sick leave per calendar year in accordance with University policy, as those policies may be modified from time to time. All other salaried, stipended Graduate Workers will also be entitled to 15 days of sick leave per calendar year, in accordance with the same terms and conditions set forth in the University's Sick Leave Policy for PhD students (again, all those policies may be modified from time to time).

26.3(b) Hourly paid Graduate Workers will accrue one hour of sick leave for every 30 hours worked and can accrue up to 40 hours per year.

26.3(c) **Notification.** Graduate Workers entitled to sick leave under this Section will notify their Supervisor of their absence under this Section as soon as is practicable, and in accordance with applicable University policy.

26.3(d) **Purpose.** Any salaried, stipended Graduate Workers may use sick leave in accordance with the terms and conditions of the University's Sick Leave Policy for PhD students.

26.4 **Vacation.** PhD students are entitled to paid vacation time in accordance with University policy, as those policies may be modified from time to time. All other salaried, stipended Graduate Workers will also be entitled to vacation time in accordance with the same terms and conditions set forth in the University's Vacation Policy for PhD students (again, as that policy may be modified from time to time).

26.4(a) **Requests.** Graduate Workers are expected to coordinate with their research advisor, training grant PI, and/or their teaching supervisor in a timely way about their requested vacation time in accordance with the terms of the University's Vacation Policy for PhD students.

26.4(b) **Timing.** Students who are in stipended teaching roles cannot take time off that interferes with teaching obligations, including class time and planning meetings, and must discuss time off in advance with their teaching supervisor.

26.5 **Bereavement Leave.**

26.5(a) **Graduate Workers on Stipends.** Graduate Workers on stipends may use up to five days of their allotted sick leave under University policy for bereavement purposes per academic calendar year.

26.5(b) **Graduate Workers Paid Hourly.** Graduate Workers paid hourly may take up to five days of unpaid bereavement leave per academic calendar year.

26.5(c) **Purpose.** Bereavement leave is intended to accommodate a variety of personal, cultural, and/or religious practices and values, including the need to attend a funeral, memorial, or other similar service or gathering, and/or to make practical arrangements necessitated by the event a Graduate Worker is grieving.

The parties acknowledge that the circumstances or events over which a Graduate Worker may experience grief are varied and may be highly individual. Accordingly, Graduate Workers will not be required nor requested to provide a rationale for their use of grief leave, nor will they be required to provide proof (of a death, of their relationship to an individual, of personal, cultural, or religious significance, etc.) in order to access bereavement leave.

26.5(d) **Notification.** A Graduate Worker who needs to take bereavement leave will notify their Supervisor in writing as soon as possible in order to allow time for their Supervisor to make alternative plans to cover their work, but no later than the first day of leave taken. When possible, the Graduate Worker will include in their initial notification a complete list of the day(s) they expect to be on leave. If this is not possible, the Graduate Worker will update their supervisor about the exact day(s) they expect to be on leave as soon as that information becomes available.

26.6 **Personal and Family Leave.** Graduate Workers are eligible for Jury Duty Leave, Domestic Violence Leave, and Military Leave to the extent they qualify under applicable law.

26.7 The provisions of this Article will go into effect starting in the fall 2026 semester.

ARTICLE 27 – WORKPLACE ACCOMODATIONS AND ACCESS

This article describes access needs and accommodations for Graduate Workers in their capacity as workers and does not reflect accommodations that may be granted related to a graduate student's academic experience.

27.1 Reasonable Accommodations Process.

27.1(a) The University is committed to providing reasonable accommodations that allow qualified individuals the opportunity to participate in programs, activities, and employment.

27.1(b) Upon request from a Graduate Worker with a disability, the University shall engage in an interactive process with that Graduate Worker and will provide a qualified Graduate Worker with such reasonable accommodation(s) necessary for the performance of the essential functions of their position, consistent with applicable law and University policy.

27.1(c) A Graduate Worker may request an informational meeting to begin discussion of their accommodation request prior to submitting documentation of their

disability. At this meeting, the University may provide guidance on how to proceed, but might not finalize the accommodation(s).

- 27.1(d) Graduate Workers may provide communication about or documentation of previously granted accommodations and access adjustments they have received in the workplace as supporting documentation for workplace accommodation and access requests. The University may request supplemental disability documentation if needed to evaluate a request.
- 27.1(e) The University shall generally communicate with a Graduate Worker no later than three (3) weeks after the completed submission of a formal accommodation request and the submission of any additional disability documentation requested by the University to discuss the progress of the Graduate Worker's accommodation request.
- 27.1(f) Accommodations for remote work and/or a change of classroom or work location may be available without the need for supporting disability documentation. A Graduate Worker may request such an accommodation without providing supporting disability documentation. The University may request disability documentation if needed to evaluate any such request.

27.2 Accommodations for Events. The University shall work to meet the access needs of its community, including but not limited to continuing to provide communication access services, such as American Sign Language (ASL) interpreters, speech to text services, and Communication Access Real-time Translation (CART) services, at any event where it is reasonably determined by the University that there is a need, in accordance with University policies and procedures.

27.3 JLMC Standing Item. The parties commit to making the topic of accessibility for Graduate Workers a standing agenda item for JLMC meetings.

ARTICLE 28 – CONFORMITY TO LAW, SEPARABILITY

28.1 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 re-negotiate any provision that has been invalidated.

ARTICLE 29 – WAIVER

29.1 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.

29.2 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.

29.3 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 30 – DURATION

30.1 This Agreement shall be in full force and effect from the date of ratification to August 31, 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 certified mail, return receipt, and b) such notice is received no later than ninety (90) calendar days prior to the expiration date, in which event this Agreement shall terminate at midnight of August 31, 2027, unless renewed or extended by mutual written agreement signed by the parties.

30.2 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 (Dec 11, 2024 19:15 EST)
Gloria Waters
University Provost & Chief Academic Officer

Daniel Lee Kleinman
Daniel Lee Kleinman (Dec 6, 2024 14:00 EST)
Daniel Kleinman
Associate Provost for Graduate Affairs

Sarah Hokanson
Sarah Hokanson
Associate Provost for Academic Initiatives
and Operational Excellence

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 509,
CTW**

DocuSigned by :
Jon Grossman
F5720C852ADC47E...
Jon Grossman
Organizer, SEIU 509

Signed by:
Devlin Moyer
4E9FE7A8C7A74B3...
Devlin Moyer
Graduate Program in Bioinformatics

Signed by:
Hannah Grace Howard
7CD4AD78122458...
Hannah Grace Howard
Department of Anthropology

M. Jeffries El

Malika Jeffries-El
Senior Associate Dean of the Graduate
School of Arts & Sciences

J.P.

Jennifer Pucci
Associate General Counsel

Judith Sandonato

Judith Sandonato (Dec 5, 2024 16:42 EST)

Judith Sandonato
Chief of Staff to the Provost

Amanda Bailey

Amanda Bailey
Vice President for Human Resources

Judi A. Burgess

Judi A. Burgess (Dec 5, 2024 09:09 EST)

Judi Burgess
Executive Director of Employee & Labor
Relations

Ruth Hartman

Ruth Hartman (Dec 5, 2024 14:02 EST)

Ruth Hartman
Special Projects Manager

David Ossam

David Ossam (Dec 5, 2024 14:11 EST)

David Ossam
Director of Labor Relations

Daniela Perez

Daniela Perez (Dec 5, 2024 07:53 EST)

Daniela Perez
Labor Relations Manager, Data Analytics

Thomas Pagliarulo

Thomas Pagliarulo
Senior Manager of Labor Relations

Signed by:

Matt Tracy

DD765E5FA9E5439...

Matt Tracy
Chemistry Department

Signed by:

Kayla Brown

FF4D3273A0D44CA...

Kayla Brown
Department of Behavioral Neuroscience

APPENDIX A– SIDE LETTER: GENDER-AFFIRMING CARE

The University supports and commits to continuing to provide health care benefits for gender-affirming services. The University further commits that the current health care benefits related to gender-affirming care shall be provided and will not change for the duration of this Agreement. The University also commits to designating a specific staff member at Student Health Services who is knowledgeable about and sensitive to the unique healthcare needs that transgender graduate workers may encounter.

APPENDIX B- SAMPLE EVALUATION FORM

Supervisor

Graduate Worker

Academic Term

Nature of Assignment: _____

Things the Graduate Worker is doing well:

Things the Graduate Worker should work on:

Steps the Graduate Worker will take to improve:

Steps the Supervisor will take to support the Graduate Worker:

APPENDIX C– SIDE LETTER: TRANSITIONAL ASSISTANCE

The University is willing to adopt the following program for the benefit of PhD students (and other students who receive stipend support), as students, by Fall 2025. The University is bargaining over these issues on a permissive basis only.

Each school or college will designate a Transition Coordinator to support this program for PhD students (and other students who receive stipend support) who believe that their relationship with their mentors or academic advisor is disrespectful, abusive, discriminatory, or characterized by other inappropriate behavior. In cases where behavior that may violate University policy or is reasonably characterized as harassment or misconduct is reported by a PhD student or other student who receives a stipend, this program may be utilized to provide support to the complaining student.

This program is not intended to address issues related to a student's academic performance or to appeals of academic decisions, for which there are established processes.

1. A PhD student (or other student receiving stipend support) can access this program at any time. The Transition Coordinator will collaborate with the relevant School Dean or Associate Dean, as well as the Office of the Ombuds.
 - a. The Transition Coordinator will consult with the impacted student and assess the situation based on the information provided by the student and other involved parties.
 - b. The Transition Coordinator, in conjunction with the Associate Provost of Graduate Affairs, will jointly determine whether a change in academic advisor or mentor is warranted or whether the issue may be addressed in another manner, and develop a plan of action.
 - c. As long as a student does not share information with a mandatory reporter, requesting and receiving funding does not constitute a formal report of harassment or discrimination, and will not initiate any other formal processes, unless explicitly requested in writing by the student. Fulfilling a request for transitional funding should not be interpreted as a determination that either party is at fault.
2. The Transition Coordinator will seek to come to a determination within 10 business days or contact the student with an update on the timeline if there is a delay. The transition process will begin following the determination.
3. In circumstances where a change of academic advisor or mentor is warranted, the relevant school will provide guaranteed transitional funding for up to one full semester. This funding will allow the PhD student (or other stipended student) to identify another academic advisor or mentor who must agree to take responsibility for working with the student.
 - a. The Transition Coordinator at the School or College will work with the relevant parties to put the transitional funding in place.

- b. The PhD (or other stipended) student's original advisor or mentor may ask the student to wrap-up/hand-off their duties (e.g., train new students, finalize/compile data and other materials, etc.). In cases where the PhD (or other stipended) student does not agree to the terms of the requested wrap-up/hand-off duties, the Transition Coordinator will work with the PhD student (or other stipended student) and the academic advisor or mentor to facilitate a workable arrangement.
 - c. Students should be appropriately credited in all publications and research products for contributions made prior to requesting and/or receiving transitional funding.
 - d. In developing a transition plan, Transition Coordinators should be attentive to the impact potential loss of access to research tools and materials could have on students' research progress and should seek to mitigate such outcomes.
 - e. If a PhD student (or other stipend student) finds a new academic advisor or mentor before the end of the semester, and funding is not immediately available from the new academic advisor or mentor, the student will continue to be funded by the transitional funding through the remainder of the semester, if needed.
4. In situations where the plan of action does not include a change in academic advisor or mentor, the Transition Coordinator will ensure that appropriate oversight and academic support for the plan is in place. PhD students (or other stipended students) who are not satisfied with the determination of the Transition Coordinators may make a written appeal to the Dean (or their designee) of the appropriate School or College, first. If the student is dissatisfied by the outcome of their appeal at the School or College level, they may then make a final appeal to the Associate Provost for Graduate Affairs in the Office of the Provost. Not receiving transition funding support does not necessarily mean that a student could not switch their mentor or advisor; students may switch mentors or advisors without transition funding using the appropriate academic mechanism within their school/college.
5. The advisor or mentor of a PhD student or other stipend-supported graduate student who receives transitional funding may request an extension of their timeline to degree for up to one semester.
6. The University is committed to leveraging insight from this program to help address problematic academic advising on a continuous basis, with the goals of understanding academic advisor and mentor switches and developing appropriate responses to troubling patterns and behaviors brought to light by this program.
7. As this program is being provided for the benefit of PhD and other stipended students, as students, nothing in this program shall be subject to mandatory bargaining, or the BUGWU grievance, and arbitration procedure.

APPENDIX D – SIDE LETTER: ACCESS NEEDS

The University strives to provide a supportive, people-centered experience at Disability and Access Services (DAS) for all Graduate Workers with access needs. The University values and affirms every Graduate Worker and their individual experience, and it is committed to continuously looking at our DAS process and making improvements where necessary to better serve our community.

As part of this commitment, the University agrees that, within 12 months of ratification of the contract, it will implement regular assessments at DAS to solicit feedback on student satisfaction with the DAS process. The goal of these assessments will be to receive feedback from the students whom DAS serves and to use that feedback to help inform improvements to the services offered by DAS.