

**COLLECTIVE BARGAINING AGREEMENT**

between

**NORTHEASTERN UNIVERSITY**

And

**LOCAL 1021 SERVICE EMPLOYEES INTERNATIONAL UNION**

Staff Union

July 1, 2022 through June 30, 2025

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## TERM OF AGREEMENT

This Agreement shall remain in effect from July 1, 2022 until June 30, 2025.

### ARTICLE I – RECOGNITION

#### A. Exclusive Representative

The University recognizes the Union as the exclusive representative of the employees defined in this Article for the purpose of collective bargaining whose positions pertain to and work at the Oakland Campus, Mills College at Northeastern, at 5000 MacArthur Boulevard, Oakland, CA. All University Full Time and Regular Part Time Staff in the list of job titles set forth in Appendix A; excluding full-time and part-time faculty, temporary employees, volunteers, interns, student-employees, guards or security, and all confidential employees, managerial employees, and supervisors as defined in the NLRA. Public Safety staff are excluded as guards. Staff in Human Resources office and Dean's Office and executive assistants to Cabinet officers are excluded. Also excluded are employees who do not work at the Oakland Campus or whose jobs are primarily related to areas other than Mills College at Northeastern. For the avoidance of doubt, positions that primarily pertain to the Oakland Campus but are hybrid or remote are not excluded.

The list of covered job titles as of the effective date of this Agreement is attached in Appendix A. Titles primarily related to Mills College at Northeastern and substantially similar or share a community of interest with the titles below will be added to the bargaining unit according to the following procedure. The University shall provide the Union with a written notice of any new titles within thirty (30) days of filling the position. If the Union contends that any future title should be included in the bargaining unit, it shall notify the University, and the parties shall meet and discuss the Union's contention in good faith. Any dispute shall not be subject to the grievance and arbitration procedure. Staff members with a job title in Appendix A that is grant-funded and who are employed full-time will be included but may be subject to different terms given the nature of funding that the University does not control.

The Union may approach the University to discuss adding new titles to the bargaining unit that are substantially similar to the included titles, share a community of interest with included titles and not within the scope of the exclusions. If the University agrees to add any new title, the Union can request to bargain over the pay rates of their employment.

#### (B) Bargaining Unit Information:

On at least a monthly basis, the University will provide to the Union a list of the unit members that includes:

- i. Each employee's name;
- ii. Employee id number;
- iii. Job Title;
- iv. Department;

- v. Rate of Pay;
- vi. FTE;
- vii. Benefit Status;
- viii. University email address;
- ix. Primary phone number;
- x. Home address;
- xi. Date of Hire.

All information will be provided electronically.

## **ARTICLE II – UNION SECURITY AND CHECK-OFF**

(A) It shall be a condition of employment that employees covered by this Agreement shall no later than thirty-one (31) days after their initial pay period as an employee covered by this Agreement, become and remain members in good standing of the Union, or in lieu of membership, to pay an agency fee. The amount of such agency fee shall be determined by the Union in accordance with applicable law.

(B) Payment of Union dues or agency fees, voluntary contribution to the SEIU Local 1021 Committee on Political Education (COPE), or contributions to a charitable organization selected from a list approved by the Union, may be made by all bargaining unit staff members via the check-off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by a bargaining unit staff member arising from the University's actions in accordance with this Article.

(C) Each payday, the University shall, during the term of this Agreement, deduct from a bargaining unit staff member's compensation a sum of dues or fees owed to the Union for the pay period covered by that paycheck and authorized under federal labor law, provided the Union has furnished the University a written assignment executed by the employee in accordance with the law. Bargaining unit members may elect to have deductions for dues or agency fees made from their compensation only by submitting an authorization in the form set forth in Appendix A to this Agreement that is voluntarily executed by the employee and submitted to the University. The Union may obtain this authorization electronically, provided the parties agree to the format and process for such electronic authorizations and determine that the authorizations are in compliance with applicable law. The dues/agency fee form will be included with staff appointment letters and any orientation package.

(D) The University shall remit the dues or fees to the Union along with a list of payers within the first two weeks of the month following the month of collection.

### **ARTICLE III – SAVINGS CLAUSE**

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law, and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law or to give rise to a reporting obligation to the National Labor Relations Board, such invalidity or reporting obligations shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

### **ARTICLE IV – NEW EMPLOYEE ORIENTATION**

At the time of each new staff employee orientation held by the University, either virtually or in person at the Oakland campus, Union representatives will be permitted to make a presentation of up to thirty (30) minutes to any new bargaining unit members who are part of the orientation, and present written materials to these individuals. The presentation shall occur after the end of the University orientation period and shall be on paid time. No disciplinary action will be taken against new employees who choose not to attend the Union presentation.

The University shall include in their new hire packet and distribute at the new employee orientations the current Union membership and COPE forms as provided by the Union, a copy of the link to the Collective Bargaining agreement and the contact information of the Union Representative, all of which the Union shall provide to the University.

### **ARTICLE V - JOB DESCRIPTIONS**

Each newly hired bargaining unit member shall receive a copy of their job description if it was not provided during the hiring and onboarding process. Incumbent staff members and the Union may request a copy of a unit member's job description from HR. Staff members may request a meeting with Human Resources to discuss any part of their job description that they believe to be inaccurate. The meeting shall take place within thirty (30) days.

The parties understand that the University may make changes to job titles, roles, responsibilities and descriptions, consistent with University operational needs and goals, but that employees will not be required as a result of any such changes to work beyond their regular work hours. If the changes to the position are significant, the Union has the right to request to bargain over the impact on the affected employee.

### **ARTICLE VI - MILLS LONGEVITY**

For all purposes under this Agreement, bargaining unit employees who were previously employed by Mills College shall retain their original date of hire with Mills College.

### **ARTICLE VII - REDUCTION IN BARGAINING UNIT POSITIONS**

When the University determines that it will reduce bargaining unit positions that will result in permanent layoffs, it shall proceed in accordance with this Article:

1. **Notice to Union:** The University shall provide as much notice as possible to the Union and employees of any layoffs, including all notice required by state and federal law. Any employee

affected by layoff will receive at least fourteen (14) days' notice or pay in addition to any applicable severance pay. The notice to the Union shall identify the names and job titles of individuals subject to layoff, as well as the individual's division and/or department and date of hire. The University will discuss any layoffs with the Union in advance of any layoffs. The discussions shall focus on the determinations discussed in paragraphs 2 and 3 below. The parties agree that only paragraph 1 of this article shall apply for grant-funded employees.

**2. Seniority and Skills:** Selection for layoff will be in reverse order of seniority among those employed within the same division among those who have comparable skills. For purposes of layoff, the earliest date of hire with the University shall be the seniority date.

**3. Volunteers:** Any notice to the Union shall identify any individuals who volunteer for layoff. If the volunteer has comparable skills and job performance of the individual selected whom he/she are offering to replace in the layoff, and there is no appreciable resulting greater cost to the University in substituting the volunteer, the University will offer the individual identified for layoff an opportunity to remain employed and substitute the volunteer for layoff.

**4. Recall:** Employees other than volunteers who are laid off shall be placed on an offer of recall list for 12 months from the effective date of layoff. Selection for recall shall be in order of seniority among those on a recall list from the same department and/or division, assuming all have comparable skills and job performance in their former position. Employees who are offered recall will be notified by email and are required to respond to the University within five (5) calendar days of the date of notification. It is the employee's responsibility to notify University HR of any change of email address and of home address. Failure to respond by email to accept the recall shall result in removal from the recall list. Employees recalled shall repay by payroll deduction the amount of severance that they received that exceeds the number of weeks during which they were on layoff status.

**5. Severance Pay:** Employees who are laid off will receive severance pay equivalent to 2 weeks of pay for each year worked with the University, and must as a condition of severance execute a waiver of claims/general release. The University shall provide the Union a copy of the waiver of claims/general release, and at the Union's request, the parties shall discuss the language.

**6. Health Benefits:** The University will cover the employer's share of COBRA costs for laid off benefits-eligible employees equal to the number of months covered by severance pay, unless that employee becomes eligible for an employer-sponsored health plan from another employer, or health insurance through a spouse, sooner. The Union agrees to notify the University of any such eligibility and to inform employees that they must notify the University of any such eligibility.

## **ARTICLE VIII - GRIEVANCE AND ARBITRATION**

### **Section— Definition of a Grievance**

A grievance is defined as an allegation by a bargaining unit staff member, the Union, or the University there has been a breach of the terms of this Agreement. Each grievance shall, either initially or no later than Step 2, be in writing or by email and shall specify the identity of the grievant or class of grievants, the date of alleged violation of the Agreement, the provision(s) alleged to have

been violated, any facts supporting the alleged violation of each provision(s) alleged to have been violated, and the relief requested by the grievant or class of grievants.

#### Section– General Provisions

A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary whether informally or through this process. This is the sole and exclusive procedure for the resolution of grievances arising under this Agreement.

Any reference to “days” shall mean calendar days, unless otherwise specified.

The filing or pendency of any grievance under the provisions of this section shall not prevent the University from taking the action complained of, subject however, to the final decision on the grievance by the arbitrator.

All time limits contained in this Article may be extended by mutual written agreement of the parties.

Should a party submit a request for information pertinent to a particular grievance, the parties shall discuss whether it is necessary to toll said grievance’s time limits.

If the grievant fails at any step of these procedures to appeal a grievance to the next step within the specified time limits, the grievance will be deemed settled in accordance with the decision rendered at that step.

A Union representative will be permitted to be present in all proceedings where a bargaining unit staff member is required to be present with regards to a grievance filed under this article.

#### Section– Grievance Procedures

##### (A) Step 1

##### 1. General Grievances

A bargaining unit staff member (“grievant”) or union having a grievance may, within ten (10) days following the act or omission giving rise thereto, or the date on which the grievant knew or reasonably should have known of such act or omission, whichever is later, present the grievance to their Supervisor. The grievant shall first send an email to the Supervisor and Human Resources to request to schedule a meeting “as a Step One Grievance” or words to that effect, mentioning “grievance.” This meeting is intended to provide an opportunity to discuss the matter and resolve the grievance informally. Regardless of the outcome of this meeting, the Supervisor or Human Resources shall issue a written response to the grievant within ten (10) days following the date of the meeting of the grievance at the Oral Step (Step 1) in which the Supervisor communicates the position of the Supervisor and the resolution. Failure to send a response within ten (10) days shall entitle the grievant to proceed to Step 2.

##### 2. Grievances Concerning Discharges

In the event the grievance concerns a discharge, the Step 1 shall be omitted and the grievance must be presented in writing to the Department Head and copied to Human Resources and the Union

within seven (7) days following the discharge or the grievance will not be considered. In the case of a discharge, the University gives written notice to the Union when it gives written notice to the employee.

(B) Step 2

If the grievance is not resolved at Step 1 or no response is received within the 10-day period in Step 1, the grievant may appeal the grievance to Step 2 in writing if not already reduced to writing at Step 1. In order to proceed at Step 2, Step 2 appeals must be filed within fourteen (14) days of receipt of the Step 1 response, or within fourteen (14) days of the deadline for the Step 1 response, if none was received. In order to file a written grievance, the Grievant must identify the act by the University, the date on which it occurred or was discovered, which Articles of the CBA are violated, and the relief and/or remedy sought.

If the grievance is filed within the time limits, Human Resources shall schedule a meeting of HR and management with the staff member and their Union representative. Efforts will be made to hold the meeting within fourteen (14) working days from receipt of the Step 2 grievance for the purpose of discussing the facts and viewpoints on the merits of the grievance to see if they can resolve the grievance. Human Resources shall respond to the Union in writing within fourteen (14) days of the meeting.

If Human Resources fails to respond within fourteen (14) days of the meeting, the grievance may proceed to Step 3.

(C) Step 3: Grievance Committee

If a grievance has not been resolved at Step 2, appeals to Step 3 may occur by filing a Step 3 request with the Grievance Committee which shall consist of four representatives designated jointly by the parties, with two University and two Union representatives serving. The Step 3 filing must take place within ten (10) days of receiving a Step 2 decision from Human Resources, or within 10 days of the 14-day Step 2 response period expiring. Upon a timely appeal to Step 3, the Grievance Committee shall convene within ten (10) days to attempt to arrive at a recommended resolution of the grievance and if a resolution is reached, will communicate the recommended resolution to the grievant in writing, with copies to the Union Steward and Human Resources. The parties agree that recommendations by the Committee or statements made during Committee deliberations will not be admissible as evidence in formal grievance proceedings or at arbitration.

The Union may file for arbitration within thirty (30) days of the date of the Grievance Committee's recommendation.

(D) Arbitration

Arbitration may proceed if the timelines for arbitration filing outlined above are met, except that the parties agree that inability to meet the timelines due to illness, medical issue or death in the family, shall be excused and the parties agree to discuss what timeline should apply in any such instances.

1. Selection of Arbitrator



Within thirty (30) days of the demand for arbitration, the Union and the employer shall jointly select the arbitrator to hear and determine the issues. The Parties agree to obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (“FMCS”) for each grievance advanced to arbitration.

If the Parties are unable to mutually agree to an arbitrator by mutual agreement from the list of names provided by the FMCS, each party shall be permitted to strike up to three (3) names and rank the remainder. The FMCS will select the arbitrator based on the parties’ rankings. The Parties agree to split any fees imposed by the FMCS for providing a panel of arbitrators

2. Costs of Arbitration

The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.

3. Scope of Arbitration

Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

4. Authority of Arbitrator & Scope of Decision

The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under law to challenge the decision and award. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement. The decision and award shall be based upon briefing by the parties, oral summation or relevant motions as applicable.

5. Timing of Arbitration

Subject to the calendars of the arbitrator selected, the attorneys and the witnesses, arbitration will begin at the earliest feasible date.

**ARTICLE IX - LABOR MANAGEMENT COMMITTEE**

(A) The University and the Union are committed to an on-going cooperative relationship which fosters effective on-going communication and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a joint labor-management committee.

(B) The Committee shall consist of not more than three (3) representatives designated by the Union one of which shall be the staff rep in the unit or his/her designee and not more than three (3) representatives designated by the Administration. From among those persons, the parties will each designate a co-chair. If agreed to by both parties in advance of the meeting, more than three (3) representatives of one or both parties may attend a meeting as subject matter experts. The Union field representative can attend these meetings.

(C) The Committee may discuss matters of general importance to the Union and bargaining unit staff members.

(D) The Committee shall meet four (4) times per calendar year at mutually acceptable dates and times, although the parties may agree to meet less frequently. Additional meetings may be requested by either Union or University representatives by mutual agreement. Designated representatives of the Union and the University will suggest agenda items one (1) week prior to each meeting. Each party must designate semester representatives no later than the start of the Fall and Spring semesters.

(E) The Committee does not engage in collective bargaining or process grievances.

## **ARTICLE X - NON-DISCRIMINATION**

The University and the Union shall not discriminate against any bargaining unit staff members on the basis of race, color, union activity, marital status, age, religious creed, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, disability, veteran status, pregnancy, or medical conditions or other status protected by Oakland, California or federal law.

The University further prohibits harassment based on any of these categories.

The University also prohibits retaliation for reporting harassment or discrimination based on any of these categories.

It is University policy to comply with all applicable laws regarding providing reasonable job accommodations to employees with disabilities who can perform essential functions of jobs (with or without accommodation) for which they are otherwise qualified.

## **ARTICLE XI - UNION LEAVE**

Upon ninety (90) days written request of SEIU, the University will permit Union leave without loss of job security or status, provided, as determined by the University, that the timing or length of the requested leave in a given instance is operationally feasible. Union leaves of up to 90 days per year will be available for up to five individuals each year as determined by the Union. While on leave, qualifying benefits eligible bargaining unit staff members shall be eligible to participate in University health, vision, dental, retirement and long term care benefits, provided the staff member pays applicable benefits premiums and the plan allows for participation while on leaves of absence. During the leave, bargaining unit staff members shall remain eligible for any other University benefits that apply to employees on leaves of absence.

## **ARTICLE XII – MANAGEMENT RIGHTS**

(A) All management rights, powers, authority, responsibilities and functions are retained and vested exclusively in the University unless modified by a specific provision of this Agreement. Without limiting the generality of the foregoing, the University has the right to the full and exclusive control, management, operation and direction of its business and affairs in carrying out its educational mission, including, but are not limited to the right to:

1. Direct and control all University operations;

2. Alter, extend or discontinue existing equipment, facilities, and location of operations;
3. Establish and administer procedures, policies and rules;
4. Determine the number and qualifications of employees;
5. Establish, plan, direct and control the University's mission, programs, curriculum and modes of delivery, schedule and academic calendar, courses offered, enrollment management, objectives, activities, resources, and priorities; and
6. Hire, transfer, promote, discipline and discharge employees, subject to the terms of applicable law, this Agreement, and the grievance procedure.

(B) No action taken by the University with respect to a management right shall be subject to the grievance procedures unless the exercise of such right violates a written provision of this Agreement.

(C) The University's failure to exercise any management right reserved to it shall not be deemed a waiver of its right to exercise same.

### **ARTICLE XIII – OFFICE SPACE AND SUPPORT**

The University will attempt to identify office space during the academic year for Children's School bargaining unit teachers. This designated space shall identify the bargaining unit staff member as an occupant.

### **ARTICLE XIV – DISCIPLINE & DISCHARGE**

A bargaining unit staff member who has successfully completed the new hire probationary period of ninety days shall be subject to discipline or discharge only for just cause.

The contents of a written or oral performance assessment, counseling or warning to improve job performance shall not be considered discipline.

### **ARTICLE XV - POSITION POSTING & FILLING OF VACANCIES**

**POSITION POSTING** - All bargaining unit vacancies shall be posted on the University website for a period not less than fourteen (14) days and shall include title, hours, and rate of pay.

**FILLING VACANCIES** - Internal applicants who have passed the probationary period, who apply within the fourteen (14) day posting period and self-designate as internal applicant, and who meet the minimum qualifications, skills and experience required for the vacancy, shall be invited to a scheduled interview to take place prior to the completion of the selection process.

If not offered the position, upon request the University will inform the applicant by email of the reasons for the decision.

This process does not apply to temporary assignments.

## **ARTICLE XVI – SCOPE OF AGREEMENT**

Management and the Union acknowledge and agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the NLRA imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Union after the exercise of that right and opportunity are set forth in this Agreement. Any subject of bargaining that is not specifically addressed in this Agreement is left to the Management Rights of the University. This Agreement contains the full understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments, or modification, must be mutually agreed upon in writing and signed by both parties. Any prior past practices are terminated. The parties agree that this provision shall not act as a waiver of any impact bargaining obligation.

## **ARTICLE XVII - SEIU RIGHTS**

(A) Upon request by SEIU, the University shall provide, at no cost, facilities to conduct business of the SEIU bargaining unit staff members if space is available and does not cause any disruption to University operations or classes. The University reserves the right to limit the how facilities are used by the Union if and when use is approved, and to revoke use if inconsistent with approved scope of use.

(B) Bargaining unit staff mailboxes (if any exist) may be utilized by SEIU for purposes of SEIU communication to bargaining unit staff members.

(C) SEIU staff and bargaining unit staff members may utilize the University email system for purposes of SEIU communication to bargaining unit staff members.

(D) SEIU shall have the use of a designated bulletin board for the posting of SEIU material that is directly relevant to the bargaining unit. Such bulletin board shall be visible and accessible to bargaining unit staff.

(E) The SEIU stewards shall officially represent SEIU on the campus. The name of the SEIU stewards shall be provided to Human Resources or designee by September 15<sup>th</sup> and February 15<sup>th</sup> of each year.

(F) The SEIU rep has the right to access the campus to communicate with members about matters directly relevant to the bargaining unit subject to following the same rules that apply to employees regarding access to campus.

(G) Stewards and Officers shall be allowed reasonable paid release time for union-related duties including but not limited to: processing grievances, conducting workplace inspections, educating members about their rights, participating in collective bargaining, or to represent unit members in meetings which may result in disciplinary action consistent with Weingarten rights. The Union will provide advance notice of the need for release time to avoid any disruption in University operations. If the University believes that the stewards or officers are abusing release time or disrupting University operations, it shall request a meeting with the SEIU rep, which shall occur as soon as feasible. The parties agree to schedule union release time by mutual agreement to avoid disruption to University operations.

## **ARTICLE XVIII - PERSONNEL FILES**

Each staff member's personnel file is electronically stored by Human Resources.

Staff members may virtually or in person review their personnel file by appointment with Human Resources within 15 business days of written notice and may obtain copies of any documents contained within the personnel file.

If the employee wishes to respond to any performance or disciplinary document in the file, the staff member may place a signed and dated memo in the file.

## **ARTICLE XIX - NO STRIKE/NO LOCKOUT**

(A) The Union agrees that it will not call, instigate, engage or participate in, encourage, approve, or endorse, any strike; sympathy strike; sit-down; slow-down or any other refusal to work. Any employee engaging in any conduct prohibited by this Article may be subject to immediate disciplinary action, up to and including discharge.

(B) The University agrees that during the term of this Agreement, it shall not lock out any of the employees covered by this Agreement.

## **ARTICLE XX - COMPENSATION**

Effective July 1, 2022, all rates of pay will be increased by 3%.

Effective at ratification of this Agreement, bargaining unit employees shall be paid in accordance with Appendix B.

Effective at ratification, all part-time bargaining unit positions working less than 35 hours per week will be paid a minimum of \$17 an hour. All full-time bargaining unit positions working more than 35 hours per week will be paid a minimum of \$23.15 an hour.

Effective January 1, 2024, all rates of pay will be increased by 2.5% subject to the Side Letter at Appendix C.

Effective January 1, 2025, all rates of pay will be increased by 2.5%.

If, during the life of this Agreement, the University decides to provide an additional raise to bargaining unit employee(s), the University shall provide the Union with written notice of the proposed pay increase, and the Union agrees not to object to any proposed pay increase.

## **ARTICLE XXI - HEALTH BENEFITS, RETIREMENT, TIME OFF**

Benefit eligible employees are those who meet the definition of eligibility established by the University. Bargaining unit employees shall have the same right to participate in University benefit plans as other employees.

Benefits currently offered by the University include the following:

- Health and Dependent Care Reimbursement Accounts.\*
- Group Health, Dental and Vision Insurance Plans.\*
- Continuation of Health Insurance Coverage (COBRA).
- Long Term Disability Insurance.\*
- Life Insurance.\*
- Paid Holidays.
- Paid Vacation.
- Sick Leave and Personal Days.
- 403(b).\*
- 403(b) supplemental plan.
- Tuition Remission.
- Tuition Exchange as applicable

Bargaining unit employees who were employed by Mills College immediately prior to the merger on July 1, 2022 (hereinafter “Mills Legacy Employees”) and who are benefits eligible shall continue to participate in Mills College-established plans noted above by asterisk through December 31, 2022. The same eligibility requirements for these Mills College plans shall continue through December 31, 2022. All other University plans shall apply as of the effective date that Northeastern becomes the employer of bargaining unit employees. Employees hired into the bargaining unit between July 1, 2022 and December 31, 2022 shall be eligible to participate in the above-listed Northeastern plans. Effective January 1, 2023, all bargaining unit employees, including Mills Legacy Employees, shall be eligible to participate in Northeastern’s plans, subject to the terms and conditions of those plans including their eligibility rules.

From January 1, 2023 until December 31, 2023, if an eligible Mills Legacy Employee elects to participate in Northeastern’s Core health insurance plan, Northeastern will provide a subsidy in the form of a per-paycheck taxable contribution, provided that the per paycheck cost for health coverage is greater than the Mills College per paycheck cost. The subsidy amount is the difference between the per paycheck cost of the Mills College PPO w/HRA plan and the Northeastern Core plan at the same Enrollment Tier (i.e, employee-only, employee plus spouse, family, etc.). A subsidy will not be provided in instances where the Northeastern per paycheck cost for health coverage is less than the Mills College paycheck cost, at the same Enrollment Tier.

For purposes of Northeastern’s welfare plans, employees at the Mills College Children’s School who are scheduled to work at least 30 hours per week for ten or eleven months in a calendar year shall be treated as eligible for benefits.

Mills Legacy Employees who have been working a 20-hour per week schedule shall be given the option to work a 24-hour per week schedule beginning on January 1, 2023 in order to maintain benefits eligibility under Northeastern plans.

The University reserves the right to modify, suspend or terminate benefits, including the rates charged for those benefits, provided that such modification, suspension or termination is generally applicable to all University employees.

### **Vacation Benefits**

Paid vacation time is available to benefit eligible employees. It begins to accrue on the first day of employment and continues to accrue each month. Rates of accrual shall be as follows:

<u>Number of years employed</u>	<u>Vacation days accrued per month</u>
less than 4 years	1.25 workdays (15 per year)
4 or more years but less than 10 years	1.67 workdays (20 per year)
10 years but Less than 15	1.83 workdays (22 per year)
15 years or more	2 workdays (24 per year)

Vacation time with pay accrues and is made available to employees with accrual balances according to the following rules:

- Vacation time accrual for all eligible part-time employees is pro-rated according to FTE, and is limited to two times the number of annual vacation accrual for the employee's years of service above. Employees cease accruing time when they hit this limit, and begin accruing again once they start using vacation time and draw down below the limit.
- Vacation time does not accrue during unpaid leaves that exceed 30 days.
- Vacation time is paid at the employee's base pay rate of pay at the time the vacation is taken.
- Employee requests for vacation time must be limited to time already accrued.
- Nonexempt employees can use paid vacation time in increments of one hour. Exempt employees can use paid vacation time in half day increments.
- Employees seeking vacations must obtain advance approval from their supervisors.
- Requests are accommodated to the extent possible based on business and staffing needs in the operations under each supervisor's authority.

This vacation benefits section shall not apply to teachers, including Teacher Assistants, at the Mills College Children's School. These employees shall not accrue any paid vacation time.

### **Paid Holidays**

Paid holidays are set forth according to the schedule below for benefits-eligible employees. Employees will receive the day off with pay at their regular rate of pay. Non-exempt employees required to work on the holiday will be compensated at time and a half for the day. Exempt employees required to work on the holiday will receive a floating holiday paid at straight time. In most cases, if the holiday falls on a weekend, the paid holiday will be observed on the closest business day before or after.

The currently observed holidays are:

Independence Day

Labor Day

Indigenous People's Day

Veteran's Day  
Thanksgiving Holiday  
Day after Thanksgiving  
Northeastern winter recess, which will include the period from Christmas Eve, through New Year's Day  
Martin Luther King, Jr. Day  
Presidents Day  
Cesar Chavez Day  
Memorial Day  
Juneteenth

Teacher Assistants at the Mills College Children's School shall receive additional paid holidays observed by the Children's School, which include the Monday-Wednesday preceding Thanksgiving, any days in addition to the Winter Break identified above, and Spring Break. Any Children's School break periods shall be determined annually by the School, and are subject to change.

### **Sick Leave Benefits**

Employees are provided sick leave benefits for periods of temporary absence due to illness or injury, due to the need to give care or assistance to ill or injured family members, or for purposes related to the employee being the victim of domestic abuse, sexual assault, or stalking. Benefits-eligible employees are allotted 12 days each fiscal year beginning on July 1, that may be carried forward into succeeding years up to a maximum benefit of 30 days. The Union expressly acknowledges and agrees that sick leave shall be provided to benefits-eligible bargaining unit employees as a lump sum at the onset of the fiscal year rather than accrued over time. Employees who are not benefits-eligible will accrue sick time in accordance with California and Federal law.

Benefit-eligible Employees of Mills College in 2022 who receive conditional offer letters to join the University following the merger will be allowed to carry forward any earned but unused sick time up to the maximum sick leave benefit of 30 days. Additional sick days will apply beginning July 1 of the fiscal year, provided sick leave is used to bring the number of accumulated days below 30 by that time. Those who have less than 12 days of earned but unused sick time as of the date of the merger will receive additional sick days from the University to bring them up to the annual allotment as of their first day of employment.

Nonexempt employees may use paid sick leave in minimum increments of one hour. Exempt employees must use paid sick leave in increments of one day, unless the employee is on an approved intermittent leave. Permissible uses are for an employee's own illness or injury; care for or assistance to a family member due to the illness or injury of the employee's child, parent, or spouse/partner and similar household relative; and routine preventive medical or dental appointments.

Employees who are unable to report to work due to illness or injury or the employee being the victim of domestic abuse, sexual assault, or stalking, as discussed above, must notify their direct supervisor immediately upon first awareness of the need to be off work and in advance of the scheduled start of the absence.

The direct supervisor must also be contacted on each additional day of absence unless prior approval has been given.



The University reserves the right to request a doctor’s note for a sick absence over three (3) consecutive workdays.

Sick leave benefits are not earned wages, and the University does not cash out unused sick leave hours during employment or at termination of employment.

**Sick Leave Benefits – Staff Members Who Are Not Benefit Eligible:**

Eligible employees will accrue at the rate of one hour for each 30 hours of work performed. Total accrued sick leave shall not exceed 72 hours.

**Bereavement Leave**

Benefits-eligible employees receive up to three (3) days for the death of an immediate family member in accordance with University policy.

**ACCEPTED AND AGREED**

For the Union

DocuSigned by:  
*Nato Green*  
D48C50B04567464...  
Nato Green- Collective Bargaining Coordinator

For NorthEastern-Mills

DocuSigned by:  
*Thomas Nedell*  
FF682479C14A4DA...  
Thomas Nedell Sr. Vice President for Finance and Treasurer and Chief Financial Officer

DocuSigned by:  
*Christa Cesario*  
398C94D8E8B04D5...  
Christa Cesario

DocuSigned by:  
*BRENDA GLASSON*  
BRENDA GLASSON  
Brenda Glasson

DocuSigned by:  
*Aaron Oppenheimer*  
AARON OPPENHEIMER  
Aaron Oppenheimer

DocuSigned by:  
*Kathleen Parsons*  
KATHLEEN PARSONS  
Kathleen Parsons

DocuSigned by:  
*Kaden Kratzer*  
KADEN KRATZER  
Kaden Kratzer Director of Education Industry

DocuSigned by:  
*David Canham*  
DAVID CANHAM  
David Canham Executive Director

## **APPENDIX A—LIST OF COVERED POSITIONS/TITLES**

Pursuant to Article 1—Recognition, the current list of titles as of the effective date of this Agreement are as follows below.

Acad Coord Grad Prgs & FAA  
Acad Coordinator & Cred Analyst  
Academic Advisor  
Academic Advisor/Edu Tech  
Academic College Advisor  
Academic Coordinator  
Academic Navigator  
Academic Records Specialist  
Admin Assist, LeadbyLearning  
Admin Assistant Acad Records  
Admin Assistant for The Center  
Admin. Asst./Campus Facilities  
Administrative Assistant  
Administrative Specialist  
Admission Counselor  
Admission Counselor/Visit Coor  
Admissions Operations Coord change to: Assistant Director of Registrar Operations  
Alumnae Communications Manager  
Alumnae Engagement Manager  
APERS PE Instructor  
Area Coordinator (TBD Resident Director)  
Art Specialist  
Assist Dir Enrollment Commmun  
Assist Director CLEE  
Assistant Athletics Director  
Assistant Director Admissions  
Assistant Preschool Teacher  
Assistant Teacher - Non Acad  
Assoc Dir Advancement Services  
Assoc.Dir Prospect Mgmt&Resrch  
Asst Dean of Special Projects  
Asst Dir Admissions/Event Coor  
Asst Dir Int Schlrs & Glob Lrn  
Asst DIR of Admin Operations  
Asst Dir of Transfer Admission  
Audio Director, CCM & MPA  
Beat Making/Songwriting Instr.  
BIO Laboratory Manager  
Book Art Studio Manager  
Budget ManagerLead by Learning  
Campus Outreach Counselor  
CAPS Assistant Director  
Cashier

Chemistry Lab Coord  
Choir Director  
Communications Coordinator  
Computer Systems Administrator  
Coord of Technology Training  
Coord.of Tech Helpdesk  
Coordinator of A/V Media Svcs  
Coordinator of Health&Wellness  
Coordinator Technology Support  
Coordinator/Student Leadership  
Database Administrator  
Department Administrator  
Dept Admin/Budget Manager  
Dir Influence & Strategy MTS  
Dir Spirit & Relig Life/Chapln  
Director of Advancement Commun  
Educ School Teacher Supervisor  
Elementary Teacher Asst.  
Ensemble Director  
Event Set Up Technician  
Events Coordinator  
Executive Assistant to Dean  
Exhibition&Collections Mgr.  
Fac.Adm. Asst./Soc. Sciences  
Facilities Technician  
Faculty Administrative Assistant  
Farm Manager  
Finance Coordinator, MCCS  
Financial Aid Counselor  
Financial Aid Processor  
Financial Aid Specialist  
Gamelan Ensemble Director  
Graduate Admissions Counselor  
Head Teacher - 2nd/3rd  
Head Teacher 2nd Grade  
Head Teacher 4th/5th/MediaSpec  
Head Teacher K/1  
Head Teacher k/1,curriculum sp  
Head Teacher Younger Preschool  
Head Teacher-School Age  
Head Teacher, Infant/Toddler  
Head Volleyball Coach  
Health Sciences Coordinator  
Housekeeper  
Infant/Toddler Lead Teacher  
Information Systems Analyst  
Instruction.Tech.Administrator  
Instructor

Lead Head Teacher TK  
Lesson Instructor  
Library Eve/Weekend Monitor  
Library Specialist - Cataloger  
Library Specialist Svcs Tech  
Library Specialist:Circulation  
Lighting Designer in Residence  
Lisser Hall Tech Theater Spec  
Mail Room and Copy Specialist  
Mail Sorter  
Maintenance Tech Locksmith  
Maintenance Technician  
Manuscripts/Archives Librarian  
Marketing Content Editor  
Mgr MBA & MPP Stdnt Svcs & Ops  
Mgr Telecom & Infrastructure  
Natural Sciences Prog.Coord.  
Office Manager  
Office Mgr, Children's School  
Operations Assistant  
Painter  
Preschool Lead Teacher  
Preschool Teacher  
Production Coordinator  
Program Assistant  
Program Associate  
Program Associate MTS  
Program Coordinator  
Program Director  
Project Coord - Mellon HESH  
Project Director METS  
Reference Librarian  
Regional Director, MTS  
Research Associate  
SASS Coordinator  
Saturday College Instructor  
Senior Event Set Up Technician  
Senior Programmer/Analyst  
Social Media Manager Mellon HESH  
Special Programs Manager  
Sr Asst Director of Admission  
Stewardship Coordinator  
Stud Accts & Collections Coord  
Student Accounts Coordinator  
Student Accounts Specialist  
Student Success Coordinator  
Student Supervisor  
Studio Art Technician

Sustainability Coordinator  
Teacher Assistant  
Teacher Assistant SAC  
Tech Director Art & Technology  
Temp. Database Administrator  
WCC Program Supervisor  
WTC Coordinator

Appendix B

	<b>Rate</b>
Acad Coord Grad Prgs & FAA	\$67,485.60
Acad Coordinator&Cred Analyst	\$71,292.48
Academic Advisor	\$67,485.60
Academic Advisor/Edu Tech	\$67,485.60
Academic College Advisor	\$67,485.60
Academic Coordinator	
Academic Navigator	\$67,485.60
Academic Records Specialist	
Admin Assist,LeadbyLearning	\$30.56
Admin Assistant Acad Records	
Admin Assistant for The Center	
Admin. Asst./Campus Facilities	\$31.43
Administrative Assistant (Karpowich-Smith)	\$26.73
Administrative Assistant (Robinson)	\$28.96
Administrative Assistant (Guth)	\$28.96
Administrative Assistant (Jones)	\$28.12
Administrative Specialist	
Admission Counselor	\$67,485.60
Admission Counselor/Visit Coor	
Admissions Operations Coord change to: Assistant Director of Registrar Operations	\$28.84

Alumnae Communications Manager	\$73,583.82
Alumnae Engagement Manager	\$67,485.60
APERS PE Instructor	
Area Coordinator (TBD Resident Director)	\$67,410.00
Art Specialist	\$62,086.75
Assist Dir Enrollment Commmun	\$67,485.60
Assist Director CLEE	\$69,927.94
Assistant Athletics Director	
Assistant Director Admissions	\$67,485.60
Assistant Preschool Teacher (Guadarama)	\$23.79
Assistant Preschool Teacher (Abueg)	\$25.96
Assistant Preschool Teacher (Razag)	\$25.96
Assistant Preschool Teacher (Robertson)	\$27.30
Assistant Preschool Teacher (Whitlock)	\$28.12
Assistant Preschool Teacher (Pearson)	\$28.12
Assistant Teacher - Non Acad	
Assoc Dir Advancement Services	\$85,720.72
Assoc.Dir Prospect Mgmt&Resrch	\$67,485.60
Asst Dean of Special Projects	\$81,112.50
Asst Dir Admissions/Event Coor	\$67,485.60

Asst Dir Int Schlrs & Glob Lrn	
Asst DIR of Admin Operations	\$29.72
Asst Dir of Transfer Admission	
Audio Director, CCM & MPA	\$70,177.42
Beat Making/Songwriting Instr.	
BIO Laboratory Manager	\$25.96
Book Art Studio Manager	\$31.19
Budget ManagerLead by Learning	\$46.81
Campus Outreach Counselor	\$97,788.20
CAPS Assistant Director	
Cashier	
Choir Director	
Communications Coordinator	
Computer Systems Administrator	\$52.22
Coord of Technology Training	
Coord.of Tech Helpdesk	
Coordinator of A/V Media Srvc	\$34.28
Coordinator of Health&Wellness	
Coordinator Technology Support	\$38.85
Coordinator/Student Leadership	\$31.88
Database Administrator	
Department Administrator	\$67,485.60
Dept Admin/Budget Manager	\$27.85
Dir Influence & Strategy MTS	\$54.93



Dir Spirit & Relig Life/Chapln	
Director of Advancement Commun	\$75,748.26
Educ School Teacher Supervisor	
Elementary Teacher Asst.	\$25.96
Ensemble Director	
Event Set Up Technician	
Events Coordinator	\$24.98
Executive Assistant to Dean	
Exhibition&Collections Mgr.	\$67,485.60
Fac.Adm. Asst./Soc. Sciences	\$26.73
Facilities Technician	\$23.15
Faculty Administrative Assistant	\$25.20
Farm Manager	\$67,485.60
Finance Coordinator, MCCS	\$32.45
Financial Aid Counselor	
Financial Aid Processor	\$24.87
Financial Aid Specialist	\$25.81
Gamelan Ensemble Director	
Graduate Admissions Counselor	\$67,485.60
Head Teacher - 2nd/3rd (Conklin)	\$75,748.26
Head Teacher - 2nd/3rd (Myles)	\$80,800.00
Head Teacher 2nd Grade	
Head Teacher 4th/5th/MediaSpec	\$85,720.72

Head Teacher K/1	\$69,064.59
Head Teacher k/1,curriculum sp	\$86,569.44
Head Teacher Younger Preschool	\$66,836.70
Head Teacher-School Age	\$62,678.05
Head Teacher, Infant/Toddler	\$66,836.70
Head Volleyball Coach	
Health Sciences Coordinator	\$67,485.60
Housekeeper	
Infant/Toddler Lead Teacher	
Information Systems Analyst	\$43.97
Instruction.Tech.Administrator	\$68,355.80
Instructor	\$21.63
Chemistry Lab Coord	
Lead Head Teacher TK	\$85,720.72
Lesson Instructor	
Library Eve/Weekend Monitor	\$17.84
Library Specialist - Cataloger	\$26.73
Library Specialist Svcs Tech	\$26.73
Library Specialist:Circulation	\$23.39
Lighting Designer in Residence	\$53.61
Lisser Hall Tech Theater Spec	\$40.41
Mail Room and Copy Specialist	\$24.00
Mail Sorter	
Maintenance Tech Locksmith	\$32.87

Maintenance Technician	\$24.01
Manuscripts/Archives Librarian	\$67,485.60
Marketing Content Editor	\$67,485.60
Mgr MBA & MPP Stdnt Svcs & Ops	
Mgr Telecom & Infrastructure	\$41.62
Natural Sciences Prog.Coord.	\$27.85
Office Manager	\$65,520.00
Office Mgr, Children's School	\$25.71
Operations Assistant	\$25.62
Painter	\$32.45
Preschool Lead Teacher	\$56,013.05
Preschool Teacher	\$56,013.05
Production Coordinator	\$28.12
Program Assistant	
Program Associate	\$81,356.66
Program Associate MTS	
Program Coordinator	\$70,297.50
Program Director	\$67,485.60
Project Coord - Mellon HESH	
Project Director METS	\$73,542.00
Reference Librarian	\$67,422.60
Regional Director, MTS	
Research Associate	
SASS Coordinator	\$70,297.50

Saturday College Instructor	
Senior Event Set Up Technician	\$23.39
Senior Programmer/Analyst	\$112,508.45
Social Media Manager Mellon HESH	
Special Programs Manager	
Sr Asst Director of Admission	
Stewardship Coordinator	\$30.51
Stud Accts & Collections Coord	\$67,485.60
Student Accounts Coordinator	\$29.71
Student Accounts Specialist	\$25.13
Student Success Coordinator	
Student Supervisor	
Studio Art Technician (Halberstad)	\$31.20
Studio Art Technician (Blanco)	\$32.45
Sustainability Coordinator	\$50.50
Teacher Assistant	
Teacher Assistant SAC	\$23.79
Tech Director Art & Technology	
Temp. Database Administrator	\$104.03
WCC Program Supervisor	\$70,730.10
WTC Coordinator	\$25.96

### **Side Letter on Staff Classification Study**

This side letter memorializes the agreement between SEIU Local 1021 and Northeastern University regarding a one-time compensation assessment for staff bargaining unit members. The parties agree that the unique circumstances concerning pre-merger staff compensation for bargaining unit members and the lack of any market assessment prior to July 1, 2022 for unit members warrants a one-time assessment that will inform a wage reopener in year 2 of the 2022-2025 collective bargaining agreement.

The University agrees to hire an outside consultant to conduct a market assessment of the bargaining unit positions and individual pay rates listed in the collective bargaining agreement. The Union will have the opportunity to give input to the University on goals and methodology prior to the commencement of the market assessment.

The University will conduct a review of all job descriptions of employees in the bargaining unit. Bargaining unit members will have an opportunity to offer comments on their job descriptions, provided they submit comments within fourteen (14) days of being informed of the review. Upon completion of the review, the University shall provide the job descriptions, with any revisions, to the outside consultant.

The market assessment shall be completed no later than October 1, 2023, at which time the parties will meet for wage reopener negotiations applicable to year 2 of the collective bargaining agreement. Wage reopener negotiations shall conclude within 30 days of the Union receiving the market assessment, unless extended by mutual agreement of the parties. Any wage increases resulting from this process will be effective January 1, 2024. If the parties are unable to reach agreement on compensation during the reopener period, rates of pay for all bargaining unit positions will be increased by 2.5%.

The terms of this side letter, including any aspect of the market assessment, shall not be subject to the grievance and arbitration procedure.