

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WORCESTER POLYTECHNIC INSTITUTE

AND

INTERNATIONAL UNION, UAW,

AND ITS LOCAL UNION, WORCESTER

POLYTECHNIC INSTITUTE

RESIDENT ADVISOR UNION-UAW LOCAL

2322

DECEMBER 15, 2025

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## **ARTICLE 1: RECOGNITION**

As reflected in the National Labor Relations Board Case 01-RC-335594, the University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Worcester Polytechnic Institute Resident Advisor Union (WPI-RAU), as the sole and exclusive bargaining representative for the purpose of collective bargaining over wages, hours, and other terms and conditions of employment for employees in the bargaining unit.

The Bargaining Unit shall include: All undergraduate and graduate students who are enrolled full-time, with exception of the last semester prior to degree completion, in a degree program at WPI and employed as a resident advisor or graduate housing advisor (A, B, C, D, E Terms).

Excluded: All office clerical employees, managers, guards, and professional employees and supervisors as defined in the Act.

## **ARTICLE 2: ADDITIONAL JOBS**

Bargaining unit members may hold other jobs and/or significant campus leadership roles.

## **ARTICLE 3: APPOINTMENT, REAPPOINTMENT, AND JOB POSTINGS**

### **Section 1. Academic Year Appointments.**

An employee's term of appointment shall normally be one (1) academic year, which shall be defined as consecutive fall and spring semesters. Such appointments shall include training and opening and closing of residence hall responsibilities. However, employees may be hired at different points in the academic year. Additionally, employees who graduate and are no longer enrolled in a degree program may have a shorter appointment. Employees completing a co-op/project outside of commuting distance to Worcester (e.g. IQP/MQP) may have a shorter appointment but shall otherwise receive an appointment covering all other terms during which the employee is eligible to work; for example, an employee who takes IQP on B-Term would receive an appointment letter for A, C, and D terms.

### **Section 2. Summer Term Appointments.**

Current employees who are eligible may apply to summer term appointments, which shall be defined as E1 and E2 terms. Current eligible employees will be given first preference for hiring, however HREC reserves the right to hire additional staff for summer employment as needed. First-round Summer Term offers of employment shall be extended no later than the first business day in April.

### **Section 3. New Hire Appointments.**

- a. Offers for new hire appointments shall be communicated no later than two weeks before the close of housing applications.
- b. During the application process, new applicants for the following academic year may indicate an interest to start their contract early to begin in the current academic year's C and/or D term. Employees who are offered an extended appointment in such situations shall have a term of appointment that covers both the relevant spring semester term(s) and the following academic year term. If an employee is offered an extended appointment that includes C term, such appointment shall also include D term unless both parties agree otherwise.

#### **Section 4. Reappointments for Current Staff.**

Current employees interested in reappointment shall complete an application. Official notice of reappointment or non-reappointment shall be communicated to employees by the end of B term. Should an employee not meet job performance expectations following notice of reappointment as documented in C&D Term evaluations or through the processes outlined in Article 10: Discipline and Dismissal, a subsequent year reappointment may be rescinded.

If an employee is recommended for reappointment without reservations on their evaluation by their supervisor and has not received a written disciplinary warning from HREC during the current term of the appointment and is not reappointed, the employee may grieve a non-reappointment to the same position. However, employees with a disciplinary record and/or employees who are not initially recommended for reappointment may be reappointed. There shall be no limit to the number of reappointments an employee may receive, so long as the employee remains qualified.

#### **Section 5. Job Postings.**

Job openings, including those that may be filled by reappointment, shall be posted at least fifteen (15) business days before the application deadline. Job openings for new employees shall be posted through the housing portal and publicized in appropriate campus communication channels. Job openings for returning employees shall be sent to all current employees via their WPI emails.

All job postings shall include: title, job description, expected number of hours per week, pay rate, as appropriate, any relevant required knowledge or experience, up-to-date contact information regarding the posting, an employment non-discrimination statement, procedure required to apply for the job, and notification that such position shall be covered by this collective bargaining agreement.

Recruiting for open unit positions shall be a topic appropriate for the Union Management Committee.

## ARTICLE 4: COMPENSATION AND WAIVERS

### Section 1.

Compensation for employees will be determined based on the specific role, as outlined in Section 2.

### Section 2.

For each term they are employed, employees will receive the following:

#### a. For Terms A, B, C, and D

Employee	Housing Waiver	Meal Plan	Stipend Yearly
<b>Community Support Advisor</b>	Full Housing Waiver (Single) as outlined in Article 5 Placements and Designated Rooms	The 19 Meal Plan (100% waiver)	\$100
<b>Residential Mentor</b>	Full Housing Waiver (Upper-Level Double priced at the value of a First-Year Double) as outlined in Article 5 Placements and Designated Rooms	The 14 Meal Plan (95%) waiver)	\$100
<b>Community Development Mentor</b>	Full Housing Waiver for a First-Year Double or stipend (taxable) of equal value, distributed in term payments as outlined in Article 5 Placements and Designated Rooms	Gompei 200	\$600

#### b. Summer Term (E1 and E2)

Employee	Housing Waiver	Stipend
<b>All Roles</b>	Full Housing Waiver (Single)	\$1,200

#### c. For employees who receive meal plan waivers as compensation:

- i. Employees may opt into a meal plan of greater cost by paying the difference.

**Section 3.**

- a. Employees who are eligible for a stipend will be paid on a timely basis, in accordance with the University's normal business operations, provided the employee has submitted to the University in a timely fashion all documents or information necessary for the processing of said payments
- b. Employees who are eligible shall be paid according to the University's pay schedule which is published on WPI's payroll website.
- c. Employees who are eligible shall be paid through direct deposit. Employees are required to provide their bank information in order for pay to be electronically deposited.

**Section 4.**

- a. Housing waivers rates and meal plans will increase commensurate with the Trustees approved rates. All other stipends are effective August 15, 2026, and for subsequent years (August 15, 2027; and August 15, 2028) the base stipend shall increase by 2%



## **ARTICLE 5: PLACEMENT AND DESIGNATED ROOMS**

### **Section 1. Designated Rooms for Community Support Advisors**

- a. Every residential area shall have a designated room for live-in employees. Employees whose job duties require residency will receive housing as compensation. Employee rooms typically will be either a studio single and/or a traditional single style room.
  - i. If in a residential hall there is an available single suite or room, it should be the designated employee room.
  - ii. If no single room is available within a residential area, the employee designated room shall be a single within a suite.
  - iii. If an employee is placed in a room that is not a single, studio single, or single within a suite they shall have the right to grieve their placement.
  - iv. Rooms designated as accessible will not be eligible to serve as employee rooms, unless the employee utilizes the housing accommodations process and receives approval.
- b. Should an employee be placed in a shared suite, assigned suitemates should, when reasonable, follow the roommate preference questionnaire.

### **Section 2. Designated Rooms for Residential Mentors**

- a. Employees whose job duties require residence will receive housing as compensation. Employee rooms will typically be an upper-level double.
- b. HREC will coordinate with employees to arrange housing placement within a shared upper-level double. Housing placement may be outside the residential area where the employee is performing duties.
- c. The employee can select a roommate of their choosing
- d. If the employee elects not to select a roommate or suitemate, HREC will, when reasonable, follow the roommate preference questionnaire.

### **Section 3. Designated Rooms for Community Development Mentors who Elect Room Waiver**

- a. HREC will coordinate with employees to arrange housing placement within a shared upper-level double. Housing placement may be outside the residential area where the employee is performing duties.
- b. The employee can select a roommate of their choosing
- c. If the employee elects not to select a roommate or suitemate, HREC will, when reasonable, follow the roommate preference questionnaire.

### **Section 4. Placements.**

- a. Prior to determining placements, employees will submit a form communicating their preferences for placements. Such a form will include preferences for the housing styles offered in the given year (e.g. apartment style or corridor style housing, gender breakdown on floor/area, etc.). Management will make best efforts to assign employees to housing based on said preferences.
  - i. Gendered Restrooms: Employees should be consulted about living on floors with single-gender restrooms. Employees must be placed on a floor that includes a restroom they are comfortable using where practicable. Where not possible, employees will be placed within one floor of the restroom they are comfortable using. This subsection shall be grievable.
- b. Housing & Residential Experience Center professional staff will be responsible for determining placements, taking into account the above referenced placement preferences. Final determination of placement is made by Housing and Residential Experience Center staff and is not subject to the grievance and arbitration articles in this contract unless otherwise noted.
- c. Once an employee is assigned to their placement, they are not to be moved from that placement prior to or after summer move in.
  - i. If movement is necessary, then the employee should be meaningfully included in the conversation and be made aware of any movement at least two (2) weeks prior to the start of training. This process shall be grievable, but only through the extent of Section 4 Step 2 of Article 11: Grievance and Arbitration.

- d. In exceptional circumstances, if it is necessary to change an employee's assigned placement after move-in, then the employee should be meaningfully included in the conversation and be made aware of any movement at least three (3) weeks prior to such movement, whenever possible. This process shall be grievable, but only through the extent of Section 4 Step 2 of Article 11: Grievance and Arbitration.

## **ARTICLE 6: DIGNITY AND RESPECT**

All bargaining unit employees and the University agree to create a mutually respectful environment and always treat each other with dignity and respect. Concerns arising out of terms of this article are not subject to the grievance and arbitration procedure.

## **ARTICLE 7: DISCIPLINE AND DISMISSAL**

### **Section 1.**

The University shall not discipline or dismiss an employee without just cause. Discipline may include verbal warnings, written warning, unpaid suspensions, or dismissal/discharge from employment based upon job-related misconduct or job performance.

### **Section 2.**

This article does not apply to determinations by the University to dismiss a student from the University for academic reasons or non-job related discipline reasons including, but not limited to: violation of the Student Code of Conduct and associated student policies, grades, academic probation, academic assessment, and academic integrity decisions. A student who ceases to be a student at the University cannot continue to serve as an employee.

### **Section 3.**

- a. The University will notify the Union in writing within four (4) business days of the issuance of discipline. Such notice shall include the employee's name; a summary of the reasons for imposing discipline; and a description of disciplinary action taken.
- b. Upon request, the employee and the Union shall be entitled to a copy of any investigatory report that has been prepared.
- c. Employees have the right to union representation at any investigatory or disciplinary meeting.

### **Section 4.**

Discipline may be challenged through the grievance and arbitration procedures of Article 11.

## **Section 5.**

### **Dismissals and Unpaid Suspensions:**

- a. Within ten (10) business days of receiving a notice of discipline at the level of dismissal or unpaid suspension, the employee or the Union on the employee's behalf may request a hearing before the Director of Housing (or designee(s) as determined by the University), which a Union representative may attend if the employee so desires. This hearing shall be held within five (5) business days of the request. The employee and the Union representative shall be provided with an opportunity to respond to the reasons for dismissal or unpaid suspension.
- b. Within ten (10) business days of the hearing, the Director of Housing shall decide whether to dismiss or suspend the employee or not and notify the employee and the Union accordingly. If the decision is to dismiss, the dismissal will take effect immediately. If dismissal is not ordered, the Director of Housing may impose a lesser form of discipline or impose no discipline.
- c. A decision of the Director of Housing to dismiss an employee may be grieved directly to Step 2 of the grievance and arbitration process under Article 11 of this agreement.

## **Section 6.**

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

## **Section 7.**

An employee shall retain University housing during a paid administrative leave and during any investigatory proceedings prior to dismissal. If deemed appropriate due to the nature of an investigation, the employee may be temporarily moved to a comparable room within University housing. Whenever possible and appropriate, an employee will have at least forty-eight (48) hours to make such a move.

**Section 8.**

In the case of the termination of an employee, the University may revoke employee housing to said employee, and the University shall provide the individual with another housing option within ten (10) business days, if available within existing vacant university housing, except in the case where an employee's behavior presents safety related concerns that make them ineligible for university provided housing. No individual shall be left without a housing option in the event of termination if alternative university provided housing is available, except in the case of the aforementioned safety concerns. The individual shall retain their housing waiver to account for days worked, including training and move-in; the University shall prorate the housing bill of a terminated employee to the date of termination.

## **ARTICLE 8: DURATION**

This Agreement shall take effect upon ratification and shall expire on May 1, 2028. It is the mutual goal of the parties to complete negotiations for any successor agreement prior to the expiration date of the contract. The parties agree to begin negotiations for a successor agreement no later than February 1, 2028 unless mutually agreed otherwise.



## **ARTICLE 9: EMERGENCY GRANTS**

The University shall continue to make the WPI Financial Assistance Fund available to assist all employees with an unforeseen financial hardship, emergency, or catastrophic event.

## **ARTICLE 10: EVALUATIONS**

### **Section 1.**

The purpose of evaluation is to provide job performance feedback to bargaining unit employees in a formal manner and to assist employees in improving their performance. It is a process designed to offer positive comments and reflections as well as to address performance issues.

Whenever possible, performance-related issues shall be addressed prior to the evaluation process in order to provide an employee the opportunity to improve their performance.

### **Section 2.**

The parties agree that employees will normally be evaluated each semester. The University shall ensure that management will utilize a standardized rubric and evaluation criteria system for the purposes of completing evaluations.

### **Section 3.**

The evaluation process used by The Housing and Residential Experience Center (HREC) for employees may include the written evaluation form (Appendix B) and the self-evaluation form (Appendix B). Periodic meetings with an employee's supervisor may be considered part of the evaluation process if announced as such.

### **Section 4.**

At least thirty (30) business days before the University makes any changes in said written evaluation form and/or said self-evaluation form, it will notify the Union of the proposed changes. The University will provide the Union with fifteen (15) business days to provide feedback on the proposed revisions. The University shall make every effort to address such feedback. At the Union's request, the Parties will hold an off-cycle Union Management Committee meeting to discuss the issue.

Employees shall be notified in writing at least ten (10) business days prior to the implementation of any change to these forms.

## **Section 5. Appeal Of Evaluations**

An employee who is dissatisfied with their evaluation shall be entitled within ten (10) business days of receiving the evaluation to arrange a meeting to discuss it with the supervisor signing the evaluation. If the employee is not satisfied with their evaluation after that meeting, the employee shall be entitled within ten (10) business days of the meeting to arrange a meeting with the advisor Director or designee to discuss the evaluation.

## **Section 6. Reappointment**

During the appropriate evaluation meeting, typically the fall evaluation meeting for employees on a year-long contract, an employee's supervisor shall communicate to the employee whether they are recommended for reappointment, recommended with reservations or not recommended for reappointment. Employees who are "recommended with reservations" must receive an evaluation that accurately reflects this recommendation. The evaluation will include an explanation of the reservations and outline areas for improvement. The final decision about reappointment will be communicated as outlined in Article 3, Appointment, Reappointment, and Job Postings.

# **ARTICLE 11: GRIEVANCE AND ARBITRATION**

## **Section 1.**

A grievance is a claim by an individual employee, a group of employees, or the Union that the University has violated a specific term of this Agreement. Grievances shall be processed according to this Article.

## **Section 2.**

The parties support the resolution of problems at the lowest possible level and, therefore, encourage, but do not require, informal resolutions to resolve problems without the grievance procedure. The employee, and a Union representative if the employee so desires, may discuss the grievance with the employee's immediate supervisor at the time of the occurrence or at the time the employee learns of the occurrence in an effort to resolve the grievance. Mutually recognized resolutions from pre-grievance discussions, although final, shall not be precedential.

## **Section 3. Step 1**

If the grievance is not resolved through such informal discussion, it must be reduced to writing, dated, and presented to the Director of Housing or designee and to the WPI Office of Talent and Inclusion within thirty (30) business days after the event(s) or after the grievant became aware of the event(s) giving rise to the grievance. The written grievance must describe the claimed contract violation and identify the provision of the Agreement allegedly violated and state the remedy requested. If requested, the Director of Housing, or designee, will meet with the grievant(s) and the union representative within five (5) business days of date upon which the Union filed the grievance.

The Director of Housing shall provide a written response to the grievance within ten (10) business days following receipt of the written grievance or meeting, if requested by the grievant(s).

## **Section 4. Step 2**

If the grievance is not resolved at Step 1, the grievant(s) may within ten (10) business days appeal to the Dean of Students. The grievant, representatives of the Union and the Dean or designee and University's representatives, as determined by the University, will meet within five (5) business days of receipt of such appeal in an attempt to resolve the grievance. If the matter is

not resolved, the Dean or designee will provide a written decision on the grievance within ten (10) business days of the meeting.

### **Section 5. Step 3. Arbitration**

- a. If the grievance is not resolved at Step 2, the Union may, within twenty (20) business days from receipt of the written Step 2 decision, appeal the decision to arbitration by filing a demand for arbitration with the Labor Relations Connection or the American Arbitration Association (AAA).
- b. The parties agree to select an arbitrator pursuant to the rules of the Labor Relations Connection or the AAA.
- c. The respective labor arbitration rules of the AAA or the Labor Relations Connection shall apply to the arbitration.
- d. The expense of such arbitration (cost of meeting room, if any, arbitrator's fee and expenses, and transcript cost, if any) shall be split equally between the parties.
- e. The parties shall make every reasonable effort to schedule arbitration hearings promptly.

### **Section 6.**

In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement, or to decide matters outside the issue submitted to arbitration. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the employee's appointment period in place at the time of the incident which gave rise to the grievance. The decision of the arbitrator shall be final and binding subject to statutory provisions.

### **Section 7.**

Failure of the University to respond to any grievance during the time limits specified at any steps shall allow the grievant(s) and/or the Union to proceed to the next step of the grievance process.

Failure at any step of this grievance procedure to appeal a decision within the specified time limits shall be considered acceptance by the employee and/or Union of the decision rendered, and such decision shall be binding upon the employee and/or Union.

**Section 8.**

By mutual written agreement, the parties may extend the time limits in this Article.

**Section 9.**

Only the Union may appeal denial of a grievance to arbitration.

## **ARTICLE 12: HEALTH AND SAFETY**

### **Section 1.**

The University shall provide a safe and healthy work environment for all employees. The University will comply with all such applicable state and federal laws and regulations regarding health and safety.

### **Section 2.**

The Union acknowledges that each employee is responsible for reporting concerns relating to health and safety. Any employee who has a reasonable belief that they have been assigned a task or their personal workplace presents a serious and imminent threat to their health or safety, shall immediately contact their supervisor, the Housing & Residential Experience Center professional staff on call, or an available HREC leadership member.

If Housing & Residential Experience Center professional staff determine a threat exists, the impacted employee(s) shall be notified, and the threat shall be removed or the employee's work and/or living site shall be changed within twenty-four (24) hours. If a worksite is closed for health or safety reasons and the employee is not moved to an alternate work site, the affected employee shall continue to receive their full stipend for the remainder of their contracted appointment period.

An employee may request their supervisor escalate the threat to the Office of Environmental Health & Safety (EHS) for further assessment. Employees shall be provided an update on communications with EHS within 24 hours. Further, impacted employees shall be provided updates within 48 hours of a completed assessment.

### **Section 3.**

The University, where practical and possible, shall install and maintain a security system that requires two security measures (e.g. key or swipe) to enter a residence.

### **Section 4.**

Upon request from an employee, the HREC professional on call will support employees in a duty response.

**Section 5.**

Should a need exist to transfer an employee from their current room assignment due to safety/security reasons, the University will relocate the employee within forty-eight (48) hours. In the event no space is available, the Director of the Housing & Residential Experience Center or designee shall meet with the Union to determine an appropriate arrangement.

**Section 6.**

The Union and the University agree that the Union Management Committee established in Article 21 shall be an appropriate venue to discuss health and safety issues.



## **ARTICLE 13: JOB DESCRIPTIONS**

### **Section 1.**

Every position within the bargaining unit shall have a job description. Upon hire, each employee shall receive a copy of their respective job description. Employees may request a copy of their job description at any time, and the Employer shall comply with this request within two (2) business days.

A job description shall be a reasonably accurate summary of duties, responsibilities, and requirements of the job.

### **Section 2.**

At least fifteen (15) business days before the University makes any changes in said job description, it will notify the Union of the proposed changes and provide the Union with the opportunity to respond to the proposal. Employees shall be notified in writing at least ten (10) business days prior to the implementation of any such changes.

### **Section 3.**

The parties recognize that any new or material job descriptions that may impact wages, hours, and/or working conditions will be addressed through impact bargaining.

### **Section 4.**

The parties agree that the existing Union Management committee, as outlined in Article 21, shall serve as the forum for discussion and feedback regarding the implementation of new roles. The University retains the sole and exclusive right to manage and direct the workforce, including the creation, assignment, and modification of roles, subject to the terms of this Agreement.

The Union Management Committee may review and provide input in the following ways:

- a. The Union Management Committee will meet as outlined in Article 21. For the duration of one academic year of the newly established roles, at each meeting the Director of Housing will:
  - i. Provide a report with metrics including the following:
    1. Incident report statistics to-date for the current academic term.

2. Gompei Chat completion rate for the current academic term.
  3. Programming attendance and success rates for the current academic term.
- ii. Respond to questions and testimonials posed by members of the Union.
- b. Following one academic year of the newly established roles, the University will share data and feedback with the Union Management Committee, including input from employees, supervisors, and residents. The Committee may provide recommendations, which the University will consider in good faith.

## **ARTICLE 14: LEAVES OF ABSENCE**

### **Section 1. Military Leave.**

The University shall comply with any applicable state and federal law governing military services and leaves.

### **Section 2. Jury Duty.**

An Employee shall be granted a leave of absence with pay upon request for the period of time they are summoned and/or impaneled on a jury. Employees shall be provided the opportunity to work with their supervisors to arrange to make up lost work time for that day. Appropriate documentation of said summons and empanelment must be presented for leave to be granted. In situations where said summons or empanelment occurs during training times, alternative arrangements for training will take place.

### **Section 3. Bereavement Leave / Family Emergency Leave.**

An Employee shall be granted a short term leave of absence with pay upon request in the event of a death of a family member, including chosen family, or member of the household or for other family emergency purposes. A short term leave of absence under this section is defined as up to five (5) days per incident. In circumstances requiring religious observance requests for a longer paid absence will not be unreasonably denied. The employee shall request an amount of time based on the circumstances involved. In situations where the death or family emergency occurs during training times, alternative arrangements for training will take place.

### **Section 4. Personal Leave.**

Requests by employees for a short term leave of absence with pay due to personal reasons shall be considered by the Employer. A short term leave of absence under this section shall be defined up to three (3) days over the course of a single semester.

### **Section 5. Sick / Medical Leave.**

An employee shall be granted a short term leave of absence with pay upon request in the event said employee becomes incapacitated due to personal illness or injury. A short term leave of

absence under this section is defined as up to four (4) days per semester. Employees are permitted to request sick/medical leave for the following reasons:

- Caring for their own physical or mental illness, injury or medical condition or for medical procedures.

#### **Section 6. Approval of Leaves.**

Requests for bereavement / family, personal, or sick/medical leaves shall not be unreasonably or arbitrarily denied.

#### **Section 7. Coverage.**

When requesting a planned leave (e.g. a planned surgery or family event), employees should generally seek coverage for responsibilities during their leave period. If an employee is unable to find coverage or if an employee needs to take a leave on short notice (e.g., family emergency or illness), the employee should communicate coverage needs with their supervisor. Failure to find coverage in this limited circumstance shall not be grounds to deny any leave or take disciplinary action.

## **ARTICLE 15: MANAGEMENT RIGHTS**

### **Section 1.**

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include but are not limited to, all rights and prerogatives granted by applicable law, as well as the right:

1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
2. to recruit, hire and transfer bargaining unit employees and to determine and modify the size and composition of the work force;
3. to determine or modify the hiring criteria, qualifications and responsibilities of the employees;
4. to direct, assign, schedule, promote, retain and otherwise supervise employees;
5. to train employees and establish training requirements,
6. to establish new job classifications within the union;
7. to establish, maintain, modify or enforce reasonable standards of conduct and to discipline, demote, suspend or terminate employees for just cause;
8. to establish and modify the processes and criteria by which employees will be evaluated in their work performance;
9. to establish and modify rules, regulations and policies;
10. to alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
11. to determine the academic calendar and holidays each year;
12. to subcontract all or any portion of any operations;
13. to take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which the University's programs, services, and operations are to be conducted;
14. to determine and modify tuition and fees for all programs in which employees are based and all matters affecting financial aid;
15. to determine and modify policies and financial costs and charges associated with University housing;
16. to establish, maintain, modify, and enforce standards of performance, safety, and other University policies, procedures, guidelines, rules and regulations and to require employees to observe them;

17. to take any and all actions the University may, in its discretion, deem necessary to carry out the University's mission in emergencies, including but not limited to a public health emergency, attack, war, extreme weather, or other natural disaster.

## **Section 2.**

The Parties recognize that the employee's primary affiliation to the University is in their capacity as students. The University reserves all rights to interact with its students under applicable University, student-related policies, practices and procedures. Questions concerning academic judgment and decision-making shall remain in the University's sole discretion and over which the University has no obligation to bargain. These include, but are not limited to, judgments and decisions regarding all matters affecting:

1. who is admitted into the University and student admissions standards;
2. student matriculation standard, academic standards, and employees' progress as students, including but not limited to the completion of degree requirements;
3. decisions concerning academic probation and dismissal;
4. all other academic policies, procedures, rules and regulations in regard to employees' status as students, including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a University educational program;
5. all other matters pertaining to the individual's affiliation with the University as a student.

## **Section 3.**

Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

## **Section 4.**

The above enumeration of management and academic rights is not exhaustive and, except as defined in this agreement, does not exclude other management or academic rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

## **ARTICLE 16: NON-DISCRIMINATION**

### **Section 1.**

Neither the University nor the Union shall discriminate against an employee because of race, sex, age, color, national origin, religion, genetic information, physical or mental disability (including learning disabilities, intellectual disabilities, neurodivergency, past/present history of mental disorder), gender identity or expression, marital or parental status, sexual orientation, transgender status, veteran status, socioeconomic status and/or background, first-generation student status, ethnicity, caste, indigenous status, citizenship, immigration or visa status, ancestry, or any other legally protected status and membership or non-membership in any labor union.

Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

### **Section 2.**

In the event an accommodation proposed to comply with state or federal law conflicts with a provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation; however, appropriately documented accommodations at the behest of a medical professional shall not be unreasonably denied.

### **Section 3.**

WPI prohibits and will not tolerate discrimination or harassment in any WPI program or activity. Discrimination, as defined in section 1, is any distinction, preference, or detriment to an employee that:

- Unreasonably excludes the employee from participation in;
- Denies the employee the benefits of;
- Treats the employee differently in the context of; or
- Otherwise adversely affects an employee's employment.

No employee shall be subjected to discrimination or discriminatory harassment as defined in the WPI Employee Benefits and Policies Manual and Interim Title IX & Sexual Misconduct Policy. This policy applies to employees as well as the other members of the University Community.

Discrimination and harassment are defined, and examples of discrimination and harassment and other prohibited conduct are set forth in the University's Title IX & Sexual Misconduct Policy and in the WPI Employee Benefits and Policies Manual, which may be amended from time to

time by the University. If there is a conflict between these policies and this Agreement, then the Agreement shall govern.

#### **Section 4.**

In cases of harassment or discrimination, an employee shall have one hundred eighty (180) calendar days to file a grievance.

#### **Section 5.**

The University recognizes that sexual misconduct of and by employees is inimical to its core missions, including its research and education missions, and will not tolerate any form of sexual misconduct, and will not tolerate harassment of employees by staff, administrators, supervisors, students, co-workers, vendors, University visitors or anyone else. This type of prohibited conduct is set forth in WPI's Title IX & Sexual Misconduct and Non-Discrimination Policies.

#### **Section 6.**

Neither the University nor the Union shall tolerate bullying behavior against an employee in the course of their employment, including bullying that is the result of power-based harassment. Bullying is repeated, health-harming mistreatment of one or more people, and it is contrary to the values of the University as expressed in the WPI Employee Benefits and Policies Manual, which clearly states that all employees are expected to behave with honesty, integrity, respect, and professionalism. Unwelcome actions (physical, verbal, non-verbal, electronic, and/or written) including but not limited to the following are inappropriate and, depending on the circumstances, may in and of themselves constitute bullying of an employee or contribute to a hostile work Environment:

1. slandering, ridiculing or maligning a person or their family;
2. persistent name-calling or dead-naming that is hurtful, insulting or humiliating;
3. jokes or pranks that explicitly focus on an individual person with the intent to harm;
4. making abusive and offensive remarks;
5. public humiliation or public reprimands;
6. unreasonably and deliberately excluding an individual or isolating them from work-related activities, such as meetings;
7. constant criticism on matters unrelated or minimally related to the person's job performance or description;
8. persistently not allowing the person to speak or express themselves (i.e., ignoring or



interrupting)

## **Section 7.**

Retaliation against any employee who, in good faith, reports or who participates in the investigation of violations of WPI's Notice of Non-Discrimination, the Interim Title IX & Sexual Misconduct Policy, WPI Employees Benefits and Policies Manual and/or this Agreement is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under University Policies or this Agreement. Retaliation includes, but is not limited to any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the University Policies or this Agreement. Claims of retaliation based on filing a discrimination or harassment complaint or on participating in an investigation of a discrimination or harassment complaint should be reported by the employee or by the Union on the employee's behalf to the Office of Talent & Inclusion. The University shall promptly investigate all claims of retaliation.

## **Section 8.**

Complaints by employees regarding discrimination or harassment in employment shall be processed in accordance with the applicable University policy or process, including WPI's Interim Title IX & Sexual Misconduct Policy, the Procedure for Investigating Claims of Discrimination in Employment all of which may be amended from time to time by the University.

While the University conducts the applicable process for investigating and resolving the claim(s) of discrimination or harassment, the employee may also file a grievance per Article 11. Upon mutual agreement, while the investigation is proceeding, the grievance shall be held in abeyance until the University has completed the applicable process (including the investigation and exhaustion of all appeals).

The University Policies and this Agreement shall be made available to employees through posting on a University website. Employees who file a complaint alleging a violation to the Office of Talent & Inclusion shall be notified in writing that Talent & Inclusion's role is investigatory, that the Talent & Inclusion investigator does not represent the Complainant or the Respondent, and that the employee may be a member of the bargaining unit and may elect to have a union representative act as a support person during the investigation. To that end, the Talent & Inclusion shall provide to the employee the letter from the Union incorporated herein as

Appendix A. The University shall notify the Union in not later than three (3) days if an employee is a complainant or respondent in any complaint.

### **Section 9.**

In instances where a grievance is filed, or during an investigation conducted by Talent & Inclusion in accordance with Article 11, Grievance & Arbitration, where interim remedial or supportive measures are taken, the University shall have the following remedies or interim/supportive measures available, including but not limited to:

- change to a different placement, supervisor, team, or position appropriate for the employee, provided that, in the case of a Complainant/Grievant, the change is equitable;
- training and education of a Respondent;
- no contact remedies, including mutual no contact orders; such remedies may include removal of a Respondent's access to a residence hall in which the Complainant resides.

### **Section 10.**

The University and the Union share a commitment to support transgender and gender non-conforming members of the campus community with navigating the policies and practices of the University during a gender transition, as well as to assist University community members in their efforts to support transgender community members.

### **Section 11.**

The University shall comply with the law including any applicable building code with respect to the provision of lactation stations, including The Pregnant Workers Fairness Act. The University shall provide reasonable accommodations for pregnancy or pregnancy-related conditions (examples include but are not limited to, morning sickness and lactation). Examples of such accommodations include, but are not limited to, a modified work schedule; time off, with or without pay, to attend to a pregnancy-related complication. No such accommodations can result in decreased pay or benefits for the employee.

**Section 12.**

The University shall label existing all-gender bathrooms in residence halls. All-gender bathrooms shall be posted on the university interactive map posted on a relevant residence hall website. The University will not prevent employees from using a workplace bathroom appropriate to the employee's gender identity. Consistent with the University policy, all community members may use the restroom appropriate to their gender identity.

**Section 13.**

The University shall respect the employee's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private.

Upon request from the employee using the approved mechanisms for requesting an update to their record, the University shall update aspects of an employee's employment record to reflect a change in name or gender, including pronouns/name(s). University and department-level records should accurately reflect employee's pronouns and honorifics. If an error is found in this regard, it will be promptly corrected when brought to the attention of the department or program.

**Section 14.**

The University shall maintain a central website with the location and hours of all known prayer spaces on campus.

## **ARTICLE 17: PARKING AND TRANSIT**

### **Section 1.**

All employees will be eligible for a waiver of all fees for residential parking passes. Employees shall be provided access to park in all residential lots, including employees working during the summer. Should an employee need use of an electric vehicle charging station, such stations in commuter lots shall be made available at no cost to the employees.

### **Section 2.**

As available, the University shall make available to employees services such as Student Night Assistance Patrol (SNAP) or similar night-time, safety University-sponsored transportation programs and daytime campus shuttles (i.e., South Village, Gateway, etc.) that it currently offers or may change from time to time as determined by Campus Police, and Valet Park at a schedule determined by Campus Police at no cost to the employees. As available the University shall continue the practice of providing accessible and wheelchair accessible University-sponsored transportation and shuttles for employees.

### **Section 3.**

The University shall use its community wide communication channels to provide reasonable notice of construction, maintenance, alternative uses of parking lots, or other occasions and/or events that may impact parking or use of University-sponsored transport options. ADA-mandates accessible parking shall be readily available at all times.

## **ARTICLE 18: SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

## **ARTICLE 19: SUMMER AND WINTER TRAINING**

### **Section 1.**

All employees shall receive adequate training provided by the University.

### **Section 2.**

For the purposes of this Article, “summer training” shall mean training that occurs before the start of A Term and “winter training” shall mean training that occurs prior to the start of C Term.

### **Section 3.**

- a. Summer training shall take place in August, no more than eight (8) weekdays prior to First-Year Move In.
- b. Training days, as used in this Article, shall not be inclusive of Move In days.
- c. Employees shall be notified of summer training dates no later than February 1.
- d. All employees expected to attend training shall receive a training schedule, including required hours, for each day of training at least two (2) weeks prior to the start date of the training. Such a schedule shall include Move-In days that employees may be expected to attend. While efforts will be made to maintain the training schedule as published, in the circumstances where adjustments must be made due to unforeseen circumstances staff will be notified as possible.
- e. While it is understood that most employees move into their residence on the first day of training, employees shall have the option to move in at least one (1) day in advance of training.

### **Section 4.**

Winter training shall be no longer than two (2) weekdays.

**Section 5.**

Summer training and winter training shall include no more than eight (8) hours of scheduled work time per weekday. There shall be no mandatory work events outside the hours of 9:00 a.m. and 7:00 p.m. on weekdays. Training shall not be inclusive of weekends.

**Section 6.**

Up to four hours for the work of creating door decorations and bulletin boards shall count towards hours worked.

**Section 7.**

The University shall provide at least two meals each day for employees during summer and winter training until meal swipes become available at campus dining facilities. Attendance at lunch and dinner will not count towards the eight (8) hour workday. Attendance at all meals shall be optional.

**Section 8.**

Employees will be required to attend each day of training. Employees shall receive time-off from training due to formal academic obligations and other extenuating, unavoidable, and unplanned circumstances.

**Section 9.**

There shall be established a Training Planning Committee, which shall include at least four (4) bargaining unit members designated by the Union. The committee shall meet up to two times in C Term and two times in D Term. The committee may optionally meet virtually during the summer. Time spent in the training planning committee shall count towards an employee's regular work hours.

## **ARTICLE 20: UNION ACCESS AND RIGHTS**

### **Section 1.**

To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University shall provide the Union electronically with data about the bargaining unit as provided in this article. At the beginning of each term, the University shall provide the Union electronically with the roster of the bargaining unit, including for each employee of the bargaining unit:

- Legal Name
- Permanent and local street address, city, state, zip code
- Email address
- Telephone number
- Anticipated or actual date of graduation
- Enrollment status
- Identification number
- Job title(s)
- FERPA waiver status/decision

If the employee consents to the disclosure of such information to the Union as provided for in Section 2 below, the University shall also include:

- Lived Name
- Lived Pronouns
- Appointment Start and End Dates
- Pay Rate
- Race
- Ethnicity
- Gender

The University shall also update the roster once each term.

### **Section 2.**

To facilitate the release of necessary FERPA protected information to the Union, the University shall provide within the onboarding process a form by which the employee can choose to consent to the disclosure of such information to the Union. Before implementing such language, the University will provide it to the Union for review and approval. The Union agrees that it will not re-disclose in violation of FERPA any personally identifiable information from education records that it receives pursuant to this provision. The University agrees that the employee can request



via email to change their FERPA waiver status at any point by re-signing the form, and that the Union can help facilitate this process.

### **Section 3.**

The WPI-RAU-UAW shall be provided access to the University e-mail, at no cost to the Union, and will comply with all relevant University policies for such use.

### **Section 4.**

Following ratification and approval by the parties, the University shall publish the collective bargaining agreement on a designated website.

### **Section 5.**

The WPI-RAU-UAW may arrange for the use of University conference rooms and meeting space for Union meetings and events, as space is available, at no cost to the Union.

### **Section 6.**

No later than August 1 of each academic year, the Union shall furnish the University with a written list of the WPI-RAU-UAW's officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting, and settling grievances in accordance with the provisions of the collective bargaining agreement. Upon securing permission (such permission shall not be unreasonably delayed or denied) from the supervisor, the representative shall be provided release time with no loss of pay and permitted reasonable time to investigate, present and process grievances on University property during regular working hours. Such activities are not to disrupt University operations.

### **Section 7.**

UAW representatives shall be permitted access to the University property and for the purpose of communicating and meeting with employees.

**Section 8.**

The WPI-RAU-UAW shall have the same right of access to post information on departmental and institutional bulletin boards as other groups and individuals. All postings by the Union shall be done in accordance with WPI policies and practices regarding bulletin board access and use.

**Section 9.**

The Union will have 50 minutes to conduct a mandatory union orientation to take place at a time mutually agreeable to the Union and the University during RA training, which typically takes place in August.

**Section 10.**

The Union will have thirty (30) minutes to provide one-on-one orientations for employees hired after the orientation period. Both the new hire and the union representative shall be released from work without loss of pay for this orientation, provided it does not interrupt operations, and this orientation shall count towards the employee's regular weekly hours worked.

**Section 11.**

Once a term, there shall be fifteen (15) minutes allotted at the end of staff meeting time for a union meeting.

## **ARTICLE 21: UNION MANAGEMENT COMMITTEE**

The parties agree to establish a joint Union Management Committee composed of up to four (4) members on each side. The Committee agrees to schedule regular quarterly meetings to discuss matters affecting employees covered by this Agreement and other related issues that are not the subject of an active grievance. The parties shall strive to share agenda items in advance of each meeting. Parties may choose at their own discretion to bring non-committee members to such meetings with 48 hours' notice. The Committee may also convene at other times upon mutual agreement. For union representatives and non-committee members in the bargaining unit present at a Union Management Committee meeting, time in attendance of this meeting shall be included as part of their regularly scheduled work hours.

## **ARTICLE 22: UNION SECURITY**

### **Section 1.**

The University shall deduct membership dues and initiation fees from all employees who choose to be members of the WPI-RAU-UAW and who sign appropriate dues deduction authorization forms. The Union will communicate the amount of such dues and initiation fees to the University.

All employees who become employed by the University and covered by this Agreement and who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their employment, or after the ratification of, whichever is later, an Agency Fee. The amount of such Agency Fee shall be the equivalent to the amount uniformly required to be paid as dues by those who choose to become members of the Union.

The Union may request that an employee who fails to join the Union, maintain Union membership, or pay such Agency Fee be dismissed from employment. Prior to any dismissal, the employee shall be offered an opportunity within thirty-one (31) days, following the written notification from the Union to the University requesting discharge, to pay the required dues and/or fees that have not been tendered. If the employee fails to pay within that time period, and the Union so verifies, the University shall dismiss the employee from employment. Parties recognize that changes in an employee's employment status shall not affect an employee's status as a student.

### **Section 2.**

As soon as possible and no longer than four months from ratification of the contract, the University shall begin deducting dues or agency fees from the gross pay of each employee.

### **Section 3.**

The dues and fees deducted under this Article shall be transmitted to the Union within fourteen (14) calendar days after each payday for which deductions are made.

**Section 4.**

Upon receipt of an employee's written authorization, the University shall deduct from such employee's gross pay in accordance with this Agreement, such Union Dues or Agency Fees and remit the same together with a list of the names of the employee from whose compensation deductions were made.

**Section 5.**

The Union will submit an electronic list of all changes to membership prior to the deadline for the University to make such deductions, so that the University can make appropriate deductions.

**Section 6.**

The Union shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

## **ARTICLE 23: VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)**

### **Section 1.**

The University shall deduct voluntary contributions to UAW V-CAP from the pay of each employee, provided that each such employee executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

### **Section 2.**

Deductions shall be made only in accordance with the provision of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW VCAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

### **Section 3.**

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the University before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

### **Section 4.**

The University shall remit said deductions to UAW V-CAP, care of the International Union, UAW within fourteen (14) days after each payday for which deductions are made. The University shall furnish the Union and UAW V-CAP with the names of those employees for whom deductions have been made and the amount of the deduction.

### **Section 5.**

The Union shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for

legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

## **ARTICLE 24: WORK SCHEDULES**

### **Section 1.**

The University and the Union recognize that the job duties and responsibilities of the employee do not conform to a standard work schedule and that individual schedules may vary. However, the work schedules for each of these positions shall be consistent with the needs and goals of the University and shall be performed with the knowledge and consent of the HREC professional staff.

### **Section 2.**

An employee will work, on average twenty (20) hours per week. It is understood that an employee will work more than twenty (20) hours per week at some points including but not limited to periods of time used for training programs, opening and closing of residence halls, special activities, and campus crises. It is also understood that employees will work less than twenty (20) hours per week at other points in time. Periods when employees are sleeping and/or not performing any work during on-call shifts, shall neither be counted as hours worked, nor towards the aforementioned twenty (20) hours per week average.

### **Section 3. Duty.**

- a. This section only applies to positions that may have duty-related responsibilities in the job description. For the purposes of this Article, “duty” is defined as the period of time that an employee is responsible for being connected to and answering the duty phone; for completing active duty rounds, as applicable; and for responding to incidents in the residence halls. “Active Duty Rounds,” for employees in areas that complete them, are the 2-3 times a night that an employee is required to complete a walkthrough of their assigned building(s).
- b. The majority of work hours for duty will occur during the evening and night hours. Each area shall be staffed as outlined below in Section 3.c. Employees will be on duty with the following schedule:
  - i. Sunday through Thursday evenings: 9:00pm until 8:00am the following morning.
  - ii. Friday through Saturday evenings and evenings prior to University holidays: 9:00pm until 9:00pm the following evening.



- c. There will always be two (2) employees on duty in each area.
  - i. In first-year housing, with the exception of the standalone houses, there shall be a primary and secondary employee on duty (“primary/secondary”).
  - ii. In upper-level housing and standalone first-year houses, there shall be two primary employees available on duty (“primary/primary”), and active duty rounds, as determined by the supervisor and outlined below, with the exception of South Village. HREC will work with staff without personal transportation, who request it, to make available University provided transportation, which will include either (1) access to a University vehicle or (2) a ride or walking escort with a University staff member. If such transportation is requested and not communicated within (15) minutes or does not arrive within thirty (30) minutes of the starting time of a scheduled duty round, the employee will not be required to complete that specific duty round for the evening.
  - iii. Employees on duty in residences with a desk area shall be required to be present in the desk area when not doing rounds for two hours before 11:30PM.
- d. HREC shall determine the number of employees on-duty in each area and shall determine an individual employee’s on-duty schedule which shall be set on a termly basis. As determined by HREC, and provided written notice is given to employees seven (7) business days in advance, the above on-duty schedule hours may be changed. In cases of emergency, the above on-duty schedules and hours may be changed by HREC without such written notification given.
- e. In the event that an employee needs to miss an assigned duty due to illness or otherwise, the following procedure shall occur:
  - i. Employees will first attempt to switch an assigned duty shift with another employee;
  - ii. In the event that an employee is unable to switch their assigned duty shift, management will select a substitute on a volunteer basis;
  - iii. An employee will only be directed to act as a duty substitute in the event there are no volunteers to fill the assigned shift.

#### **Section 4. Staff Meetings.**

- a. All employees are expected to attend staff meetings unless the employee has a University scheduled review session, class, or exam that conflicts with said meeting. The provisions in Article 14 on Time Off shall apply to staff meetings.
- b. Staff meetings shall generally be scheduled for a maximum of two hours per week, except when unusual circumstances arise that require longer meetings. The Employer may choose to send materials or memos instead of holding a staff meeting, and a supervisor may choose to cancel a meeting without adding additional hours to an employee's work week.
- c. There shall be an all-staff meeting at least once a term. This meeting shall take the place of the regularly-scheduled team staff meetings.

#### **Section 5. Programming.**

- a. This section only applies to positions that may have programming-related responsibilities in the job description. Both parties agree programming is an essential component of the job description for these positions. "Programming" refers to the work that employees put into planning and executing events for Residents.
- b. Programming expectations must conform with the workload requirements outlined in Section 2 of this Article.

It is agreed that programming must be developed to address the student population of any given floor/area. However, HREC will make every attempt to ensure consistency of expectations between similar types of residential areas when establishing programming expectations while also supporting variation in programming approaches among employees and residential areas.

- c. The Employer shall provide employees with a clear understanding of their programming expectations and budget on the first day of each term.
- d. Collaboration amongst employees and between employees and supervisors is encouraged. Collaborative events shall count towards programming requirements.

## SIGNATORIES

For the Union

Christian Rua

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Domenico Bruno

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Zoezy Anne Withauer

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Hana Aricaga

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Kate Stahler

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Mark Fine

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For the University

Kathryn Keyes

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Emily Perlow

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Lauren A. Turner

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## **APPENDIX A: NOTICE OF RIGHT TO UNION SUPPORT PERSON UNDER ARTICLE 16 (“NON-DISCRIMINATION”)**

Worcester Polytechnic Institute (the “University”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“UAW”) and its Local Union 2322, WPI Resident Advisor Union (WPI-RAU) share a commitment to an inclusive campus community free of any form of discrimination, harassment, retaliation, bullying or sexual misconduct. The Collective Bargaining Agreement (the “Agreement”) with WPI, Article 16 (“Non-Discrimination”) ensures that employees have the option of pursuing various avenues of recourse, as applicable, in instances of discrimination, harassment, retaliation, bullying or sexual misconduct. An employee may pursue a complaint through the following existing policies and procedures (as amended from time to time by the University), as applicable to the particular situation:

- The Grievance Procedure set forth in Article 11 of the Agreement between the UAW and the University
- The procedures administered by the University and its Office of Equal Opportunity and Outreach, including those contained in the Interim Title IX and Sexual Misconduct Policy
- The procedures set forth in the University’s Procedure for Investigating Claims of Discrimination and Harassment in Employment;
- The procedures set forth in the Policy on Faculty Conduct, contained in the Faculty Handbook
- State and Federal offices that handle complaints about discrimination, harassment, and retaliation.

To the extent you file a complaint with the University’s Division of Talent & Inclusion (“T&I”) alleging a violation of a specific term of this Agreement, T&I’s role is investigatory, the T&I investigator does not represent the Complainant or Respondent, and you may elect to have a union representative act as a support person during the investigation.

If you have experienced discrimination, harassment, retaliation, bullying or sexual misconduct, we encourage you to seek help from the Union, in addition to following the applicable policies and/or procedures noted above.

For assistance from your Union, please contact Moshe Fine at [mfine@uaw2322.org](mailto:mfine@uaw2322.org).

## APPENDIX B: EMPLOYEE EVALUATION FORM



### Resident Advisor Self Evaluation 20XX – 20XX

**Resident Advisor Name:**

**Supervisor Name:**

**Community (Hall and Floor):**

**Semester:**

When completing this assessment, it is expected that you will provide *honest* feedback about your performance.

The benchmarks for scoring will be as follows:

**(E): Exceeds expectations** outlined in the RA Employment Agreement, Residential Experience Model, CD Expectations.

**(M): Meets expectations** outlined in the RA Employment Agreement, Residential Experience Model, and CD Expectations.

**(D): Does not meet expectations** outlined in the RA Employment Agreement, Residential Experience Model, CD Expectations.

**(N/A): Not applicable** to your position or job requirements.

Please rate your performance on each identified competency. Include 2-3 sentences that support your rating.

<b>1. University Representative</b>	<b>Fall</b>	<b>Spring</b>
a. RA serves as a positive role model on and off campus.		
b. RA demonstrates knowledge of the HRE policies and procedures, WPI Student Code of Conduct, and Student Staff manual.		
c. RA practices inclusive behaviors that address the needs of all students and promotes diversity and inclusion in the residence halls.		
d. RA has maintained privacy of resident's information as expected by HRE and their CD.		
e. RA demonstrates the ability to successfully balance the demands of their academics, the RA position, and co-curricular activities.		
Comments:		

<b>2. Student Development</b>	<b>Fall</b>	<b>Spring</b>
a. RA utilizes one on one conversations to develop and improve relationships with residents to further facilitate roommate dialogue, personal growth, and to mediate residential conflicts.		
b. RA serves as a liaison to effectively refer residents to campus resources.		
c. RA holistically supports residents in academic endeavors, personal well-being, and development/growth.		
d. RA handles crisis, discipline, and duty situations utilizing appropriate resources and procedures in accordance with HRE policies.		
e. RA exhibits fair and just policy enforcement on the floor and greater residential community.		
f. RA initiates timely follow up with any students of concern or Work Orders when asked by Community Director and advisor Director for Residential Experience.		

Comments:
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<b>3. Programming</b>	<b>Fall</b>	<b>Spring</b>
a. RA plans programming initiatives that fulfill the needs and interests of the residents in the community and promote residential learning through use of the Residential Experience Model.		
b. RA meets all requirements of the Residential Experience Model.		
c. RA develops a sense of community by encouraging residents to become acquainted with one another and by encouraging consideration of and concern for others.		
d. RA was an active participant in the planning and implementation of the termly pillar programs.		
e. RA completed all tasks related to the First Year Experience, known as the Insight Program. (*Insight RAs Only*)		
Comments:		

<b>4. General Administration</b>	<b>Fall</b>	<b>Spring</b>
a. RA meets all supervisor and departmental deadlines including but not limited to: Gompei Chats, program proposals and evaluations, incident reports, staff evaluations, duty logs, etc.		
b. RA retrieves information from HRE/CD and posts and removes advertisements and announcements in a timely manner.		
c. RA is available to complete all tasks assigned by supervisor or HRE for official residence hall opening/closing periods in the Fall (August), and Spring (May).		
Comments:		

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5. Maintenance and Facility Administration	Fall	Spring
a. RA cultivates and develops a safe and secure environment conducive to student growth and development.		
b. RA responds to alarms and incidents in compliance with building emergency procedures.		
c. RA conducts Health & Safety Inspections in a thorough and attentive manner based on supervisor's expectations.		
d. RA shows awareness of and follows departmental procedures for reporting general housekeeping and maintenance problems.		
e. RA shows awareness of and followed departmental procedures for reporting <i>Emergency</i> housekeeping and maintenance problems.		
f. RA follows up on work order status in a timely manner as requested by the Community Director.		
Comments:		

6. Staff Responsibility	Fall	Spring
a. RA communicates with supervisor and other RA staff members as outlined by HRE and supervisor expectations.		
b. RA participates in RA Recruitment, interviews, and selection as requested.		
c. RA attended and was engaged in all RA Training and in service sessions.		
d. RA attended and actively participated in weekly staff meetings with RA Team and Community Director.		



e. RA attended regularly scheduled 1:1s with their Community Director.		
f. RA responds to emails and phone calls in a timely manner.		
g. RA worked to develop and support a positive, collaborative rapport with their fellow staff members and promoted staff cohesion.		
h. RA works to identify and proactively solve problems in their community. These situations may include roommate conflicts, personal problems, and emergencies.		
Comments:		

Overall Evaluation:

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**Resident Advisor strengths:**

**Resident Advisor areas for improvement:**

**Resident Advisor areas of growth of the course of the semester:**

**Overall comments on Resident Advisor performance:**

Based on this evaluation and performance:

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\_\_\_\_\_ I support this staff member's candidacy to return to the RA position for the 2024-2025 academic year.

\_\_\_\_\_ I have reservations about this staff member's candidacy to return to the RA position for the 2024-2025 academic year.

\_\_\_\_\_ I do not support this staff member's candidacy to return to the RA position for the 2024-2025 academic year.

\_\_\_\_\_ This staff member is graduating and does not wish to return to the RA position for the 2024-2025 academic year.

Provide rationale for your decision above:

## **SIDE LETTER 1**

This letter memorializes Worcester Polytechnic Institute's commitment to grandfathering incumbent Resident Advisors (RA) in the current RA position, to all incumbent RAs who seek reappointment until completion of their current degree if accepted into the BS/MS program; provided they remain in good standing and meet all eligibility requirements. This consideration of reappointment will follow the standard rehire application process defined in ARTICLE 3: APPOINTMENT, REAPPOINTMENT, AND JOB POSTING. Evaluations will follow the process outlined in ARTICLE 10: EVALUATIONS.

RAs grandfathered will be compensated as follows:

- a. RAs employed during A,B,C,and/or D term(s):
  - i. The Community Support advisor compensation package.
- b. RAs employed during summer E1 and E2 terms:
  - i. A full housing waiver (single).
  - ii. A stipend for the amount of \$1,000.

The commitment expressed in this letter does not extend beyond incumbent RAs, and this grandfathering will allow for a phase in of the new structure of positions that support students living in our resident halls.